

8/31/83

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MARENISCO SCHOOL DISTRICT  
MASTER AGREEMENT

This Agreement, entered into this 1st day of September 1981, is between the Board of Education of the Township of Marenisco, Michigan, hereinafter called the "Board", and the Marenisco Education Association, hereinafter called the "Association".

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1981, and through the 31st day of August 1983.

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

SIGNED THIS 13th DAY OF November 19 81

For the Marenisco Education Association:

BY: Clayton Conly, PRESIDENT

Mary L. Rozich, SECRETARY

For the Marenisco Board of Education:

BY: John E. Zemin, PRESIDENT

Diane Bean, SECRETARY

Marenisco School District

Marenisco School District  
P.O. Box 188  
Marenisco, Michigan 49447

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WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Marenisco is their mutual aim and that the character of such education depends predominantly upon the quality and the morale of the teaching service, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

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

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for the certified classroom teachers employed by the school; excluded is the Superintendent.

B. The Board agrees to not negotiate with any teachers' organization other than the Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given opportunity to be present at such adjustment. Wages shall not be cause for grievance.

C. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries and remitted not less frequently than monthly to the Association.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations.

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board or his institution of any grievance complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association shall have the right to use school building facilities without rental charge for the purpose of conducting Association business. The Association agrees to abide by the rules and regulations established by the school administration for the use of school building facilities at all appropriate hours.

A designated bulletin board shall be available for the exclusive use of the Association and the school; materials posted by the Association shall be in connection with the official business of the Association or general education information and shall be signed by an Association representative. The Association agrees not to use any other school bulletin board for Association purposes.

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

Interschool mail and school mail boxes may be used by the Association to distribute official communications such as notices of meetings and social events and announcements of results of the Association's meetings or elections. Such communications shall be signed by an Association representative. No other materials shall be distributed by the Association through the school mail service.

C. Any teacher who is not a member of the Association in good standing or who does not apply for membership within thirty days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association an amount equal to membership dues payable to the Association, the N.E.A., and the M.E.A. provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph C of Article I. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

In the event a teacher shall not pay the required amount of agency shop dues, the Board and the Association shall do the following:

1. The Association shall notify the teacher of non-compliance therewith by certified mail, return receipt request. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise such teacher that a request for discharge may be filed with the Board in the event that compliance is not effected.
2. If the teacher fails to comply, the Association may file charges in writing with the Board and may request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

3. The Board, upon receipt of said charges and request for termination, shall conduct a hearing thereon. To the extent said teacher is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between or among various persons who may have refused to pay the fees.
4. The employment of any teacher whose employment may be terminated due to his nonconformity to this section (Association Security) shall be continued in normal function until the end of the year.

D. If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State law and/or regulation, or if the Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void and the Association shall reimburse all non-member teachers who have been required to pay either dues, fees, or service charge, provided such teachers make their request to the Association for reimbursement within thirty (30) days of such court, agency, or legislative decision or action requiring reimbursement.

E. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Sections A through E of this Article of the Collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents;
2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal;

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

3. The Association has the right to choose the legal counsel to defend any said suit or action;
4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

F. The School or Board agrees to furnish the Association with such public information which may be available concerning the financial resources of the district, tentative budgetary requirements and allocations and such information which may be necessary to assist the Association in processing a grievance or to bargain collectively with the school with respect to wages, hours, and other terms and conditions of employment. The Association agrees that requests for such information will be made in writing through its president or someone designated by its president, and that requests will be made sufficiently in advance of their need, so that the school administration may have ample time to prepare and/or assemble the information. Original records may be examined only in the school office.

### ARTICLE III

#### Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth on Page 25 of this Agreement, which is entitled 1979-80 Salary Schedule. Such salary schedule shall remain in effect during the term of this Agreement, provided, however, that upon written notice to the other party, not more than 150 days or less than 60 days before the expiration of the Agreement, either party may request the reopening of negotiations of such salary schedule.
- B. Teachers shall not be required to report more than two days prior to the beginning of classes or to remain more than two days after classes end.
- C. The following holidays shall be observed and all school closed: Labor Day, New Year's Day, Good Friday, Memorial Day, Thanksgiving Day, Christmas Day. Observance of these holidays shall be officially designated by the State of Michigan when such designations are made.

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

ARTICLE IV

Teaching Hours

- A. The teacher's normal teaching hours in the Marenisco School District shall be as follows:
1. Teachers shall be in their assigned place of duty not later than 8:25 A.M.
  2. Teachers may leave the building for lunch after their last morning assignment, but not earlier than:
    - 11:00--Grades 1-3
    - 11:05--Grades 4-6
    - 11:23--Secondary
  3. Teachers shall be in their assigned place of duty not later than:
    - 11:35--Elementary
    - 11:53--Secondary
  4. Teachers are to remain in school until ten (10) minutes following student dismissal for the day, with the following exceptions:
    - a. On Fridays, teachers may leave at 3:17 P.M.
    - b. When a teacher is to participate in a school activity after regular school hours, that teacher may leave school when the students are dismissed in the afternoon.
    - c. Teachers may leave earlier if they have the permission of the superintendent.
    - d. Teachers shall remain one-half (1/2) hour following dismissal for special meetings.
    - e. Teachers will remain up to a minimum of one-half hour when necessary and special help is requested by a student.
  5. Hours of Kindergarten teachers shall be fixed by the administration at the beginning of each semester but shall in no event be longer than the foregoing.
  6. It is recognized in order to operate an effective organization, the school may find it necessary to deviate from the normal working schedule. Such deviation would include, but not be exclusively limited to, faculty meetings, department meetings, committee meetings, special conference with administrative personnel, parents and students. The teachers shall cooperate with the administration in scheduling staff meetings.

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

ARTICLE V

Teaching Loads and Assignments

Senior and Junior High School:

1. The normal teaching load in the senior and junior high school will be a maximum of thirty teaching periods.
2. Teaching periods plus study halls shall not total over thirty five periods.
3. Each teacher shall have a minimum of five unassigned preparation periods each week.
4. Any periods taught over the maximum of thirty per week shall be compensated at a rate of \$50.00 per year each, if regularly scheduled.
5. Teachers called upon to substitute shall receive \$5.00 per class, if this assignments cuts their preparation periods to less than five for the week in which the substituting is done, or increase their teaching periods to more than thirty for the week in which the substituting is done. Substituting should be on a voluntary basis, and a record of substitute teaching, dates and periods of, will be kept in the Superintendent's office.

Elementary Grades:

The teaching day for the elementary grades shall be as follows:

- |                       |              |              |
|-----------------------|--------------|--------------|
| 1. Grades 1, 2, and 3 | 8:35 - 11:00 | 11:45 - 3:00 |
| 2. Grades 4,5, and 6  | 8:35 - 11:05 | 11:45 - 3:05 |
| 3. Grades 7 thru 12   | 8:35 - 11:23 | 12:03 - 3:16 |

The dismissal times shown above may be changed because of administrative reasons, but in no event are the times to be lengthened.

No departure from these norms, except in case of emergency, shall be authorized without consultation with the Association.

Since pupils are entitled to be taught by teachers within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

- E. Elementary teachers shall receive a ten minute relief period during the regular recess except when exceptional circumstances make this impossible.
- F. All teachers shall have a duty-free noon in compliance with their schedule.
- G. There shall be one half day for teacher orientation and one half records day. There shall be two evenings set aside for Parent/Teacher conference.
- H. When more than four days are missed due to cold weather or snow storms, these days must be made up either using vacation time or by extending the school year.

ARTICLE VI

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible and in no event exceed the following maximum:

- Kindergarten - 25 pupils
- Elementary grades - 30 pupils
- Special classes for handicapped or retarded - 15 pupils
- Special sight-saving and hearing conservation classes - 12 pupils
- Classes for the emotionally disturbed - 9 pupils

The maximum class size per teacher in secondary school grades shall be:

- English; Social Studies; General Education; Mathematics; Science; Language; Business; ----- 30 pupils
- Typing - 30 Pupils
- Drafting - 30 Pupils
- Homemaking - 20 Pupils
- Art - 25 Pupils
- Science Labs - 20 Pupils
- Industrial Arts - 20 Pupils
- Vocational Shops - 20 Pupils
- Music - 35 Pupils
- Health Education - 40 Pupils

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

- B. The School recognizes that appropriate equipment and materials are necessary to facilitate a sound educational program. Teachers either individually or through established committees, shall be given the opportunity to make recommendations concerning educational programs and media. The Association recognizes the right of the school board to make all final decisions in the adoption of such programs and media.
- C. Under no conditions shall a teacher be required to drive a school bus as part of his or her regular assignment.
- D. The Board shall make available in each school adequate lunchrooms, restrooms, and lavatory facilities exclusively for staff use and at least one room, appropriately furnished, which shall be reserved for use as a staff lounge, in which smoking shall be permitted.
- E. Telephone facilities shall be made available to teachers; long-distance calls at their own expense, and they are to be reported to the office.
- F. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to employment of such teacher. No religious or political activity is to be engaged in by the Association on the school premises during the time school is in session, except that the Association may use the bulletin board in the faculty lounge to post items of a political nature.
- G. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in, or association with the activities of any employee by the Association or the Board.
- H. The Board agrees to pay Elementary Teachers an extra \$550.00 for a double grade and \$1,000.00 for a triple grade, with no student limitation and pro-rated where not full time.
- I. Teachers may be assigned detention period supervision on a rotating basis.

ARTICLE VII  
Vacancies and Promotions

- A. Whenever any vacancy in the District shall occur, the Board shall publicize same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen days.

- B. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of applicants, and the length of time each has been in the school system of the district, and other relevant factors, Board decisions shall be final and binding.

#### ARTICLE VIII

##### Leaves of Absence

- A. The Board will grant a leave of absence for maternity, without pay, to any regularly employed teacher who has been employed for one year or more, upon written request for such leave.

Such leave of absence shall be for a period of not more than two school years, but may be renewed at the discretion of Board. The applications shall be filed not more than three months after pregnancy has been determined. The teacher must present a statement from her doctor as to when teaching should be terminated.

- B. Any regular employee who may be drafted or called because of his or her reserve status into the defense forces of the United States for service or training shall be granted a military leave. He shall be reinstated to his position in the school system with full credit including the annual increments under the salary schedule in effect, upon written request. The application for reinstatement shall be made within a reasonable time after discharge or release from military service but not later than 90 days from the date of said discharge or release.
- C. Any employee may be granted a leave of absence without compensation for personal reasons, for a period of one year, provided it does not injure the school program. Scheduled increments, adjustments in salary increments will be allowed when leave is for educational purposes, such as attending school full time. The conditions under which a person may return from leave for personal business shall be determined by the Board upon the recommendation of the superintendent at the time of approval of request for leave.
- D. The Board upon the recommendation of the superintendent will approve the attendance of teaching employees to meetings of local, state and national professional organizations. For attending such meetings, expenses and the salary of substitute teachers, if necessary, will be paid by the Board as part of the in-service educational expense. This does not apply to attendance at M.E.A. Regional Conference or Gogebic County Institute.

The employee upon returning from a conference or meeting will file with the superintendent a report on the activities of the conference or meeting with any recommendations felt necessary. An accounting of all expenses incurred should be also presented. The superintendent will then present the report to the Board for proper disposition.

- E. A block of two days release time per school year will be set aside for a representative of the Association to attend the M.E.A. meetings which might be scheduled on school time. Such time will be with loss of pay for time missed for teaching.
- F. Each teacher will be granted, upon request, two days of leave for personal reasons. Such time shall be without loss of pay, but will be deducted from accumulated sick leave. Personal days will not be granted on any day preceding or following a scheduled holiday.

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

ARTICLE IX

Sick Leave

A. Definitions:

1. "Sick Leave" is defined to mean the absence of any salaried employee from his or her duty because of personal disability due to illness, injury, or quarantine,; also death or serious illness in the immediate family or of in-laws.
2. "Employee" shall be used to refer to anyone employed by the Board on a salary basis.
3. "Immediate Family" shall be defined to mean husband, wife, children, father, mother, sisters, brothers, regardless of residence. It may also be construed to mean any other relative or non-relative member of the family unit living in the same household, no matter what the degree of relationship.
4. "In-laws" shall be defined to mean father, mother, sisters, and brothers of husband or wife of employees, also husband or wife of sisters & brothers.
5. "Termination of Service" shall be construed to mean fulfillment of contract by consent of the Board.

B. Employees of the Marenisco Township School District are entitled to Leave of Absence on account of personal illness or injury, quarantine and death or serious illness in the immediate family or in-laws with the following provisions for time and salary payments:

1. Five days initial sick leave shall be credited to all employees at the beginning of service.
2. In addition to the above five days, employees shall be entitled to one day of sick leave per month of employment.
3. Unused portions of above stated yearly maximum number of days shall be cumulative to 120 days.
4. Employees, upon retirement or upon incurment of total disability shall be compensated up to a maximum of 60 days at the rate of \$15.00 per day of accumulated sick leave, but not to exceed \$900.00 In the event of the death of an employee, this shall be paid to his or her beneficiary.

C. An employee sustaining injury in the course of Board employment shall be eligible for sick leave benefits; provided that where he or she receives income under Workmen's Compensation Act, such income shall be supplemented by the Board with an amount sufficient to maintain his or her regular salary for a period not to exceed the cumulative sick leave reserve.

- D. An employee who fails to render assigned service due to a legally established quarantine which he took reasonable precautions to avoid shall be entitled to the same leave as though he were personally ill.
- E. Absence without loss of salary will be allowed for a period not to exceed three days upon death of a member of the immediate family. Said time shall not be charged against the cumulative reserve. Any additional time required is to be charged against the cumulative reserve and must be approved by the superintendent.
- F. Absence without loss of salary shall be allowed for a period of five days upon an emergency or serious illness of a member of the immediate family upon approval of the superintendent. Such time is to be charged to accumulated reserve.
- G. Absence without loss of salaries shall be granted for a period of one day upon the death of an in-law. Any additional leave shall be granted at the discretion of the superintendent. In both instances, such time will be charged against the accumulated reserve.
- H. In the event that an employee terminates his service to the District, said employee forfeits all present and accumulated sick leave benefits. If said employee is re-hired, sick leave benefits will apply as though employee was hired for the first time.
- I. All sick leave benefits for less than five days must be claimed immediately after the termination of the period of disability by properly executing a form approved by the superintendent and filed with the superintendent. If disability at any one time exceeds five days, a certificate signed by a qualified member of the medical profession is required. If disability is prolonged, the above-mentioned certificate will be required before or on the first day of each month and again when returning to duty.
- J. All salaried employees shall elect, from among themselves, three members to serve on a continuous committee. This group will work with the superintendent in interpreting any sick leave not covered by this agreement with the final approval of the Board.
- K. Payments will be made for maternity leave according to court decisions and federal and state laws.

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

## ARTICLE X

### INSURANCE PROTECTION

- A. The Board agrees to furnish health care insurance for all teachers, The Carrier shall be the Michigan Education Association-sponsored Super Med 2 program. The insurance shall be the basic health insurance, and the premium shall be fully paid by the Board. The insurance shall consist of the following coverage: Self and Spouse; or Self and Children; or Self, Spouse and Children; or Self coverage.
- B. Any employee who is injured in the line of duty shall receive such compensation and expenses as provided by the Workmen's Compensation Law of the State of Michigan.
- C. The Board shall provide the MESSA Dental Care Program for all employees of the bargaining unit and their eligible dependents, Plan D-01 (60-60-50), and for the 1982-83 year, shall provide Plan E-007 (80-80-80).
- D. The Board shall provide MESSA Vision I program for all employees of the bargaining unit and their eligible dependents.

## ARTICLE XI

### TEACHER EVALUATION

- A. Definition of terms used in section on "Evaluation".  
Evaluation - Formal written record signed by the superintendent and teacher being evaluated, which is placed in the teacher's personnel file.  
Observation - A class visitation for the purpose of gathering information.
- B. Procedure:
  - 1. The building administrator or immediate supervisor shall present a copy of the current Valuation of Teaching Performance to each teacher new to the system and shall have the evaluation form available upon require to those presently employed.
  - 2. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluation, all monitoring or observations of a teacher shall be conducted openly. No electronic device shall be used during the evaluation process without consent of the teacher.
  - 3. The performance of all teachers shall be evaluated in writing as follows:
    - a. Probationary teachers shall be evaluated not less than per school year, based in part on at least three classroom observations. At school, one observation shall be during the first semester on or before December 1, and shall be recorded on a "Classroom Visitation Report".

- b. For the purpose of professional growth, each teacher shall be given written information indicating the areas of weakness and strengths as observed by the administrator, giving two weeks time for the teacher to attempt to correct or improve the areas of weakness prior to the formal written evaluation.
  - c. Tenure teachers shall be evaluated on the Evaluation of Teaching Performance form not less than once every ~~two~~ school year. This evaluation shall be based on total performance in school.
4. The copies of the Evaluation of Teaching Performance form shall be shown to the teacher for his information and review. The teacher shall, after and upon completion of the joint review, sign both copies of the evaluation and shall check one of the two appropriate boxes signifying agreement or non-agreement with the evaluation and shall return both copies to his supervisor. The supervisor shall keep at least one copy on file in the building for future reference by the teacher and/or administration during the tenure of a teacher in that building; the other copy shall be forwarded to the superintendent's office. In the event the teacher does not agree, he may put his objections in writing in the space provided on the form within five school days.
  5. Prior to his dismissal, a teacher shall be notified in writing stating the reasons for recommendation of such dismissal.
  6. Each teacher or his designee in writing, shall have the right, upon his request, to review those contents of his own personnel folder, on file at the Board's main offices, which pertain to or are the result of any evaluation completed since the beginning date of his employment in the Marenisco School System. Such records shall be made available in the office where such records are filed and shall not be moved from said office.
  7. The contents of teacher evaluations shall not be subject to the grievance procedure.
  8. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Also, when such representation is made, the administration shall have the Board president or his designee from the Board present also.
  9. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

## ARTICLE XII

### Protection of Teachers

- A. The school recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom within the confines of school policy. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

and understands that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to the superintendent the name of any student who in the opinion of the teacher needs particular assistance from skilled personnel. The superintendent and teachers will work cooperatively in resolving discipline problems which disrupt good classroom operations.

- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, at its discretion, the Board may render assistance to the teacher in his defense.
- D. Any complaints by a parent of a student which would be written up or made part of the teacher's permanent record directed toward a teacher shall be promptly called to the teacher's attention.
- E. Teachers shall be expected to exercise responsible care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

#### ARTICLE XIII

##### Negotiation Procedure

- A. This Agreement incorporates the entire understanding of the parties on which were or could have been the subject of negotiations. This Agreement may be modified by mutual consent in whole or in part by the parties by an instrument in writing duly executed by both parties.
- B. In the event the salary schedule is reopened for negotiation by either party, as provided in Article III of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment or teachers employed by the Bo

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

- C. In any negotiations described by 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 representative from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations and bargaining, subject to such ultimate ratifications.
- D. 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 to take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

#### ARTICLE XIV

##### Grievance Procedure

- A. A grievance is a claim by a teacher that there has been a violation or misapplication of any provision of this Agreement which may be processed as a grievance as hereinafter provided. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance procedure:
1. Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement relating to hours, wages, terms and conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the superintendent.
  2. All grievances must be reported to the designated representative of the School Board within five school days beginning with the first school day after the claimed violation.
  3. Within ten (10) days of the receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the grievance shall be denied by the Board representative, the grievance may be appealed to the Board. This must be done not more than 30 days from the filing of the grievance.

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

4. Within ten (10) days or least at the next regular Board meeting, the Board shall pass on the grievance. The Board shall make its decision not more than thirty (30) days from filing of the grievance.
  5. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Board shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Mediation Board. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.
  6. Powers of the Arbitrator. It shall be the function of the arbitrator and he shall be empowered to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. He shall have no power to establish salary schedules or change any salary rate. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- B. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- C. A Grievance Form shall be attached to each copy of this Master Agreement.

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

ARTICLE XV

Miscellaneous Provisions

- A. No polygraph or lie detector test shall be used in any investigation of any teacher without their request.
- B. This Agreement shall supercede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual teacher contracts heretofore in effect. All future individual teachers contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be considered part of the established policies of the Board.
- C. Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board, with five copies going to the Association.
- D. If any provision of the Agreement or any application of the Agreement to any employees or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Teachers in the employ of the Marenisco School District will be reimbursed at the rate of \$35.00 per semester hour and \$25.00 per term hour for courses of value to the District, taken while in the employ of the District. In order that such courses shall be considered for reimbursement, they must have prior approval of the superintendent, and they must be beyond the state requirements for state permanent certification, except that certified employees of the Marenisco School District who were employed by that district during the 1971-72 school year shall be covered by this Article as written in the 1971-72 Master Agreement between the Board and the Association. Reimbursement is to be made in September for any courses taken during the preceeding year, except for courses finished on or before the last day of the first semester. In order to receive reimbursement, the teacher must be employed by the Marenisco School District at the time reimbursement is made.

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

- F. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- G. The Board shall consult the Association when preparing the school calendar.
- H. The Board agrees to pay the difference between the teacher's regular salary and the amount they receive for jury duty, if and when they are called to serve on a jury in a court of law. The teacher will be expected to return to work when dismissed from jury duty, if there is a reasonable amount of time left during the day they are dismissed.
- I. Working at basketball games shall be at the teacher's option.
- J. A six-week schedule of advance activities and testing programs will be distributed to each teacher insofar as possible.
- K. Teachers who are to be absent for any reason must notify the superintendent or head teacher before 7:00 A.M. on the day they are going to be absent.
- L. School shall be closed for the first two (2) school days of deer hunting season.
- M. Class trips shall be on a voluntary basis.
- N. The Board agrees to hire one half-time remedial reading teacher, whose duties shall be primarily for the elementary grades, and half-time second grade teacher if financially feasible.
- O. The Board agrees to set up an Education Committee which shall meet prior to the start of the school year to establish the disciplinary code for students and develop in-service programs for the school year.
  - 1. The Committee shall be composed of:
    - a. Two Board members;
    - b. Two Association members; and
    - c. The Superintendent

ARTICLE XVI

Board and Management Rights

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the State, the Constitution

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the school district of Marenisco.
  2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
  3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, and discharge employees, determine the size of the work force, and to lay off employees.
  4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work, including automation or subcontracting thereof or changes therein.
  5. Determine the qualifications of employees, including physical conditions.
  6. Determine the policy affecting the selection of employees.
  7. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Mater Contract.
- B. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition, and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.

The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

#### ARTICLE XVII

##### Personnel and Staff Reduction

- A. In the event that this District shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of

For the Board \_\_\_\_\_

For the Association \_\_\_\_\_

the Association, and the continued employment of its members in such consolidated district.

- B. No teacher shall be laid off because of necessary reduction in teachers, unless there is substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the district. The decision as to the existence of cause for necessary reduction in teachers may be the subject of a grievance.
- C. No teacher shall be laid off because of necessary reduction in personnel for any school year unless the teacher has been notified of the layoff at least sixty (60) days prior to the last teaching day of the previous school year.
- D. In the event that a reduction of teachers becomes necessary, the Board shall first retain those teachers who possess current teaching certificates, have the longest period of service in the school district, and who are qualified to teach in those areas or disciplines to be retained.
- E. In October of the year, a seniority list shall be distributed to each teacher.

ARTICLE XVIII  
Early Retirement

- A. A bargaining unit member who has acquired a minimum of twenty (20) years of service in the Marenisco School and who has attained an age of at least fifty (50) years, may at his/her option take early retirement. For bargaining unit members who opt for early retirement, the Board agrees to provide a stipend of \$3,500.00 the first year of retirement, \$2,500.00 the second year of retirement, and \$1,500.00 the third year of retirement.

It is further understood that, at the Board's option, this provision shall expire July 31, 1983. Any bargaining unit member opting for early retirement prior to July 31, 1983, shall receive all three stipends. All stipends shall be terminated following the third stipend payment. The bargaining unit member electing to retire early shall have the option of receiving the stipend in one lump sum payment each year, or to have the payment spread over ten (10) equal monthly installments.

MARENISCO SCHOOL DISTRICT SALARY SCHEDULE FOR 1981-82 & 1982-83

Completed Years of Experience	<u>1981-82</u>		<u>1982-83</u>	
	<u>BA</u>	<u>MA</u>	<u>BA</u>	<u>MA</u>
0	12,700	13,235	13,684	14,261
1	13,200	13,745	14,223	14,810
2	13,700	14,255	14,762	15,360
3	14,200	14,765	15,301	15,910
4	14,700	15,275	15,840	16,460
5	15,200	15,785	16,379	17,010
6	15,700	16,295	16,918	17,560
7	16,200	16,805	17,457	18,110
8	16,700	17,315	17,996	18,660
9	17,200	17,825	18,535	19,210
10	17,700	18,335	19,074	19,760
11	18,200	18,845	19,613	20,310
12	18,700	19,355	20,152	20,860
13	19,200	19,865	20,691	21,410
20th Year Long.	add \$300		add \$323	

SUPPLEMENT TO SALARY SCHEDULE 1979-80

- A. If a teacher earns 23 semester hours of credit, approved by the superintendent, beyond the Bachelor's Degree, the base salary will be increased by \$600.00, when this level is reached prior to the start of school. If this level is attained after the start of school, the amount will be determined by the percentage of the school year remaining, multiplied by \$600.00. Terms of the 1971-72 contract for this paragraph only shall apply to employees of the district who were employed by this school district during the 1971-72 school year, and who either have permanent certificates or who can be certified permanently under the ten hour rule rather than the eighteen hour rule for permanent certification.

FOR REFERENCE PURPOSES - From the Supplement to Salary Schedule, page 33 of the 1971-72 Master Contract:

If a teacher earns fifteen semester hours of credit, approved by the superintendent, beyond the Bachelor's Degree, the base salary will be increased by \$400.00 when this level is reached prior to the start of school. If this level is attained after the start of school, the amount will be determined by the percentage of the school year remaining multiplied by \$400.00.

MARENISCO SCHOOL DISTRICT

GRIEVANCE REPORT

Submit In Duplicate

Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

STEP II

A. Date Received by Superintendent \_\_\_\_\_

B. Disposition of Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP III

A. Date Submitted to the Board \_\_\_\_\_

B. Disposition of the Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of the Board

\_\_\_\_\_  
Date

STEP III

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature

Date

STEP IV

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award by Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Arbitrator

Signature

Date