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6/30/93

Marlette Community Schools

Master Agreement 1992-93 between Marlette Board of Education and the Marlette Education Association

1992-93

AGREEMENT

MARLETTE COMMUNITY SCHOOLS

BOARD OF EDUCATION

AND

MARLETTE EDUCATION ASSOCIATION

Marlette Community Schools
3051 Moore Street
Marlette, Michigan 48453

It is the policy of Marlette Community School District that no person shall on the basis of sex, race, color, national origin, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination, in employment or any of its programs or activities.

I N D E X

AGREEMENT

This Agreement entered into by and between the Board of Education of Marlette Community Schools, Sanilac, Lapeer and Tuscola Counties, Michigan, hereinafter called the "Board", and the Marlette Education Association, hereinafter called the "Association".

PREAMBLE

A. The Board of Education of the Marlette Community School District and the Marlette Education Association recognize that the development and operation of educational programs of the highest quality, for the benefit of the students and the community of the Marlette Community School District, require relationships which are based upon the concept of education as a public trust and a professional calling.

B. The Board of Education, the Superintendent and the administrative staff and members of the teaching staff must have and do have respect and confidence in the ability, experience and judgment of each other in matters which affect the quality of the Marlette Community School District's educational program and the development of Board policies.

C. It is recognized that teaching is a profession requiring specialized educational qualifications. It is also recognized that the quality of the educational programs conducted in the public schools of the Marlette Community School District is directly related to the quality of the teaching staff.

D. The Association recognizes the paramount responsibility of the School Board for the operation of the Marlette Community School District. In the discharge of this responsibility, the District will expect that the Association will continue to contribute through its abilities and experience and that of its individual members toward maintaining and improving standards of professional practice.

E. All teaching personnel employed by the District shall be treated with respect and fairness. All teachers are encouraged to join their professional organizations, take additional training and closely adhere to the Code of Ethics of the Education Profession.* It is expected that all teachers will strive to maintain and strengthen high professional standards and attitudes.

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

* See Appendix C

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 all certified personnel under teaching contract.

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

ARTICLE II

DEDUCTIONS FOR PROFESSIONAL DUES AND ASSESSMENTS AND AGENCY SHOP

A. Teachers may at any time have the option of signing and delivering to the Board an assignment authorizing deduction of membership dues and assessments of the Association as per the conditions on the form devised by the Association. Such sum shall be deducted in equal installments from the regular salaries of such teachers and remitted within twenty (20) days (per the provisions of Pgh. I of this Article) to the Association together with an accounting by source. Such deductions will begin no later than second regular pay after notification by the Association. The Association will indemnify and save harmless the Board of Education for all sums improperly checked off and remitted to the teacher organization plus necessary and reasonable costs, including attorney's fees, incurred by the Board in connection therewith.

B. In the event a teacher shall not pay the membership dues and assessments of the Association to the Association or execute an authorization for dues and assessments deduction in accordance with Section A of this Article, such teacher shall as a condition of employment by the Board (to the extent permitted by the Public Employees' Relations Act), cause to be paid to the Association a sum equivalent to the dues and assessments referred to in Section A. The refusal of such teacher to pay such sum equivalent to the dues and assessments, to the extent permitted by the Public Employees' Relations Act, is recognized by the parties as reasonable and just cause for termination of employment. Termination proceedings would commence within thirty (30) days after the Association notified the Board that such sum had been delinquent for more than thirty (30) days. The Association will indemnify and save harmless the Board for any and all costs incurred as a result of a termination proceeding and/or termination under this Section of this Article; including, but not limited to: back wages, unemployment compensation, reasonable attorney fees, transcripts and judgments.

C. The Board agrees to deduct from the salaries of teachers dues for the Marlette Education Association, the Michigan Education Association and the National Education Association, when voluntarily authorized in writing by each teacher desirous of having dues deducted.

D. Regular dues for any or all of the above stated organizations shall be deducted together, as one (1) deduction, in bi-weekly installments during the regular school year.

E. Authorization for dues deductions received on or before the Monday prior to the end of a pay period shall become effective with that pay period.

F. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need honor only one (1) authorization form per year per teacher.

G. The President of the Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA and NEA which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification, shall not be subject to change during that entire school year. It is expressly understood that the Superintendent and the Board need honor only one (1) authorization form per year per teacher.

H. For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher duty day of school in the fall to the last teacher duty day of school in the spring.

I. Local Association dues deductions shall be transmitted by the Superintendent to the Association Treasurer within twenty (20) days after such deductions are made and dues for the MEA and NEA are to be paid directly to the Treasurer of MEA over a period of ten (10) months.

J. All refunds claimed for dues of the Association, MEA or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from all claims of excessive dues deductions.

K. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

L. The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability, provided the Board of Education or its designated agent complies with the provisions of this Article either by action taken or not taken.

M. When a teacher does not have sufficient money due after deductions have been made for Social Security, insurance, garnishments, etc., or any other deductions authorized by the Board or required by law, the Association dues for that month will be collected by the Association directly from the teacher.

ARTICLE III

TEACHER RIGHTS

A. The Board hereby agrees that every teacher shall have anti-discrimination rights as outlined by Act 379, Public Acts 1965 and the Civil Rights Act of 1964.

B. The Association and its committees will be allowed use of the school buildings in accordance with Board of Education policies and with the prior approval of the Administration. The Association will also be allowed the use of school equipment, including typewriter, mimeograph machines, other duplicating equipment, calculation machines and all other types of audio-visual equipment after regular school hours and when said facilities and equipment are not otherwise in use, provided that the use of such equipment is in accordance with administrative procedures. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

C. A bulletin board shall be furnished to the Association for its exclusive use in each building for posting materials relating to the official business of the Association, provided said materials are signed by the President or Secretary of the Association. Notices of meetings and social events may be placed in the school mail system for distribution. A copy shall be provided the Superintendent or designated agent.

D. The Board agrees to furnish to the Association available information as prescribed by law.

ARTICLE IV

PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. (Such salary schedule shall remain in effect during the term of this Agreement.)

B. Beginning with the 1986-87 school year, there shall be 180 scheduled days of student instruction. Should "Act of God" days cause a loss of student instruction days to a point where the district will suffer a total loss of State Aid for one day, the instruction days will be made up with the following understandings:

1. In an effort to facilitate the implementation of the State Aid Act of 1984-85, Article 10, Sections 101 and subsections 3 and 4, the Association agrees to provide nine (9) alternate student instruction days.

   It is further understood that the make-up of these days will not incur additional salary expenses to the Board for Association members.

   These nine days and their order shall be determined during the negotiation of the calendar. The calendar and the make-up schedule shall be included as Appendix D.

In the event that the Board decides to make-up "Act of God" days in excess of nine days, those days shall be added to the end of the calendar and the Association members will be compensated at the district's substitute teacher rate.

2. Should a day occur that insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their substitute teacher's rate. The rescheduling of such day(s) shall be done by mutual agreement.

3. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to upgrade his or her skills, the Board shall release said teacher. Release shall be for registration, up to two (2) days for relocation, and to attend classes. A request for leave shall be made in writing by May 1st.

4. Should the provisions of the state law be rescinded, the above provisions shall be considered null and void.

C. All legal holidays established for school by the legislature shall be observed.

D. Any teacher requested by the Board or its representatives, in writing, to participate in professional negotiations or grievance discussions during the school day shall do so without loss of compensation.

E. Annuities will be paid to specified companies, approved by the Board, and as authorized by employees upon receipt of premium. An Approved company shall have at least four (4) employees enrolled before seeking approval of the Board.

ARTICLE V

TEACHING HOURS

A. The teacher's normal teaching hours in the school system shall start no more than one-half (1/2) hour immediately prior to the commencement of the individual teacher's regular daily class or conference schedule and end no more than one-half (1/2) hour after the end of their regularly scheduled day, except on those days when staff meetings are held. Each teacher's individual day shall not exceed a total of seven and one-half (7-1/2) hours.

B. All teacher shall have duty-free uninterrupted lunch period or thirty (30) minutes per day on an individual teacher basis, except that elementary teachers on inclement weather days will supervise students for twenty-five (25) minutes and will have a duty-free uninterrupted lunch period of twenty-five (25) minutes.

C. Beginning in 1991-92, the administration will provide planning time for elementary teachers by released time during recess (40 minutes per day) and released time during the instruction of four (4) special classes (40 minutes each) per week, such as music, physical education, art,library,etc.

In the event that special programs are scheduled and teachers lose their planning time during the instruction of music, physical education or library, the special teacher and the teacher involved will, by mutual consent, determine when the lost planning time will be made up. The special teacher, with mutual consent, may supervise students of classroom teachers during the special programs to provide the released time per contract agreement. Any full time teacher who must supervise students during inclement weather recesses shall be provided substitute payment pro-rated on an hourly basis.

D. Full-time middle school and high school teacher will be provided with five (5) conference periods per week and the Administration will make reasonable effort to hold to a maximum of three (3) preparations per teacher. Permissable deviations from this schedule shall include, (1) serving as a substitute, (2) absence from duty for any reason, (3) supervising assemblies, except that a teacher shall not be required to supervise assemblies during a conference period.

E. A conference period is defined as that time when a regular teacher period is not assigned. A conference period shall be a time for class preparation, research, meeting with students, parents or persons in relationship to a student enrolled in school.

ARTICLE VI

TEACHING LOADS

A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the 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 toward insuring that the energy of the teacher is primarily utilized to this end.

B. Because the pupil-teacher ratio is an important aspect of an effective educational process, the parties agree that class size shall meet the standards as set forth in Appendix A.

C. It is understood that the administration will schedule a fair and equitable distribution of student-teacher ratios.

D. All regular classroom teachers will be given the names of special education students which are enrolled in their classes. The principal of each building will insure that there is an equal distribution of special education students and staff.

E. If the level of class size/student ratios is above those set forth in Appendix A, the Board shall pay to the teacher who has such an overload at the rate of one (1) dollar per class/hour per overloaded student.

This provision shall commence the first Monday after fourth Friday. The affected teacher shall keep a daily count on the provided Extra Pay for Extra Student Form. The teacher and principal will agree when the overload begins and when it ends.

F. Furthermore, the Board may employ the services of a teacher consultant and a special needs student advocate to assist the regular classroom teachers. This assistance could come in the form of lesson plan writing, objective writing, classroom observations for the purpose of giving advice, and teacher guidance in general.

ARTICLE VII

SCHOOL FUNCTIONS

A. Faculty meetings called by supervisory personnel shall normally be held between the hours of each particular building, observing openings and closing times. The time of meetings may be changed by mutual agreement of the Administrator and staff. Meetings are limited to one hour after school.

Elementary	8:00 A.M. - 3:30 P.M.
Middle School	8:00 A.M. - 3:30 P.M.
High School	8:00 A.M. - 3:30 P.M.

B. Clubs and class meetings must be approved by the Administration.

C. A weekly schedule for school assemblies, pep sessions or similar activities shall be given to all teachers on Friday of the previous week if possible.

D. The dates, times and procedures for Parent-Teacher Conferences shall be established within six (6) weeks of the first (1st) day of school. The Superintendent, or designated representative, shall notify the Association's President of the time and date of the first planning committee meeting.

E. The Superintendent, after conferring with representatives (negotiating committee) of the Association, shall prepare a tentative school calendar for the ensuing school year on or before May 1st. After adoption of the calendar by the Board, there shall be no deviation from or change in the school calendar except as provided for in Article IV, Paragraph B of this Agreement.

ARTICLE VIII

TEACHER EVALUATION

A. All evaluation of teachers is to be made in accordance with the terms of the following "Teacher Evaluation Policy" adopted by the Board. All and only that evaluation criteria as therein contained shall be used in the evaluation of teachers as was mutually agreed.

B. Each teacher shall have the right upon request to review the contents of his/her own personal evaluation file, in the presence of an administrator.

C. It is expected that all evaluations of the teachers shall be done with the full knowledge of the teacher, assuming that teachers can expect to be evaluated on all actions during their normal teaching hours while in the employment of the Board.

D. It is expressly understood that in the event the Administration fails to follow the procedure as outlined in this Article that the teacher and/or the Association shall have the right to file a grievance thereon in accordance with the grievance procedure.

E. In the event a teacher receives an adverse evaluation, the teacher may respond in writing and the response made a part of his/her school personal file.

TEACHER EVALUATION

"The Board of Education charges the Superintendent of Schools with the responsibility of developing, implementing and evaluating a program of evaluation for teachers in cooperation with representatives from the teacher professional organization."

The following are responsible for implementing the Marlette Community Schools Teacher Evaluation Program.

A. The Administration
B. The Tenure Helper
C. The Teachers

A. The Administration shall:

1. Inform the teachers in writing of the scope of his/her professional duties including academic and extra-curricular assignments, and provide the teacher with the appropriate course outlines when available.

2. Provide the teacher with opportunities to become knowledgeable about the aims and objectives of the school district, board policy, administrative rules and regulations, the evaluative criteria, probationary period, and daily routine within the building through orientation sessions, staff meetings and written communications.

3. Visit classrooms and compile and accumulative evaluation form on each probationary and tenure teacher.

4. The status of each teacher, relative to tenure, shall be sent to that teacher in writing by the Superintendent at any time when his/her tenure status is changed.

5. The members of the administration and MEA shall meet during the first week of May annually to evaluate the Teacher Evaluation Program.

B. The Tenure Helper:

1. A Tenure Helper shall be appointed by the Principal and department head or grade level representative to assist the probationary teacher in making a satisfactory adjustment to the system.

2. They shall meet the following qualifications:

a. Be a tenure teacher in good standing.

b. Shall be selected by the Principal and department head or grade level representative as soon as possible after employment of the probationary teacher; his/her selection should meet with the mutual consent of Principal and Helper.

c. The assignment may be changed later, in the event of dissatisfaction, after review by Principal and department head or grade level representative.

3. Duties of the Tenure Helper:

a. He/she shall familiarize the newcomer with:

(1) Routines
(2) Professional organizations
(3) School policies, a written copy of which shall be available from the school board and administration.

b. Acquaint the newcomer with other adult personnel in the building.

c. Help newcomer become acquainted in the community.

4. At <u>no time</u> should the Tenure Helper assume the position of being a supervisor of classroom work of the probationary teacher, rather he/she stands in the position as a friendly counselor and helpful advisor.

Procedures for:

1. The principal shall have primary responsibility for evaluating teachers directly responsible to him/her.

2. The teacher evaluation check sheet shall be the Principal's or Supervisor's Report on Teacher Growth.

3. First and third year probationary teachers shall be visited at least four times - two announced and two unannounced.

4. Second year probationary teachers shall be visited at least two times - one announced and one unannounced.

5. Teachers with tenure status previous to first year in our system shall be visited at least two times - one announced and one unannounced.

6. Tenure teachers shall be visited at least once per year.

7. Each classroom visitation to be at least 30 minutes in length.

8. Within two days after each visitation, the evaluator shall confer with the teacher to discuss his/her observation, or make other arrangements with that teacher.

9. Within seven days after the visitation the evaluator shall prepare a written report covering the visitation and conference. The report

shall be signed by the evaluator and teacher.

10. An annual report shall be filed for each teacher.

TEACHER'S CALENDAR FOR EVALUATION

9/1 Principals have assigned tenure helpers for all probationers. (Tenure helpers have made initial contact with their probationers.)

10/1 The evaluation form will be explained and distributed to the Faculty. Teachers will receive clarification concerning criteria at this time.

10/1 The Principals of each building shall provide the local MEA President with the following:

1. List of tenure teachers.

2. List of probationary teachers, indicating first, second or third year probation status.

3. List of tenure helpers and their probationers.

11/15 All first and second classroom visitations and conferences between first year and third year probationer and Principal have been held.

12/1 All first classroom visitations and conferences between Principal and second year probationers have been held.

12/1 Principals preliminary evaluation reports (Principal's and Supervisor's Report on Teacher Growth) have been sent to the Superintendent.

4/1 All third and fourth visitations and conferences with first and third year probationers have been held.

4/1 All second classroom visitations and conferences with second year probationers have been held.

4/15 Principals final probationary teacher evaluation reports have been sent to the Superintendent.

4/15 Final recommendations of any probationary teacher not to be retained be submitted to the Superintendent.

4/15 Superintendent's recommendations have been presented to the Board of Education. Final decision of the Board of Education has been given in writing to the probationary teacher and tenure teacher <u>not</u> being retained, 60 days prior to June 30.

5/15 Principals evaluation reports for tenure teachers being offered continued contracts have been sent to the Superintendent.

ARTICLE IX

TEACHING CONDITIONS

A. The parties recognize that the availability of optimum school facilities and equipment for both student and bargaining unit members is required to insure a high quality of education. The employer will not construct, equip or maintain any classroom/facility in violation of any standards set forth in any bulletin, rule or regulation published by the Superintendent of Public Instruction pursuant to MCLA 388.851, or the "Sanitation Standards for School," Michigan Department of Health Regulations 325.721-325.734, Michigan Administrative code, 1979, and/or as provided for by the Michigan Occupational Safety and Health Act. No bargaining unit member will be required to work, maintain or supervise students in areas constructed, equipped or maintained by the Employer in violation of the foregoing. The Employer agrees to keep the schools and other district facilities reasonably and properly maintained and equipped with instructional materials and equipment. Such materials and equipment shall be available at the opening of the school year.

B. The Board shall make available in each school building restroom and lavatory facilities for teacher use.

C. Private line facilities shall be made available to teachers in the teacher's lounge in each building.

D. Specific parking areas shall be made available to teachers at each building for their use. These facilities shall be located conveniently close to the building.

E. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless that teacher's conduct affects the teacher's performance of his/her duties or brings discredit upon the system.

F. The provisions of this 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 an association with the activities of any employee or organization.

G. On the matter of discipline, rules shall be in writing and shall be printed in the Handbook for distribution to staff and students. Any additions and/or modifications shall be published and distributed to teachers and students and also posted in the school building. All teachers shall be responsible for checking of unacceptable behavior in the school buildings and on the school grounds throughout the school day. Teachers shall follow and enforce disciplinary procedures as specified by Board policy and administrative rules contained in the Teachers' and Students' Handbooks.

H. The Board agrees at all times to maintain a list of substitute teachers and provide substitute teachers when available. Teachers shall be informed of a telephone number they shall call one (1) hour prior to their normal reporting time indicating their unavailability for work in case of illness or emergency leave as defined in Leave Policy. Once a teacher has reported

unavailability for work, it shall be the responsibility of the Administration to arrange for a substitute.

I. Teachers serving as supervising teachers of student teachers assigned to Marlette by cooperating universities shall do so on a voluntary basis only.

J. The Superintendent, or designated representative, shall provide to the President of the Association one (1) copy of the Board Policy Manual and make provisions for same to be maintained in each school library in the Marlette Community School District.

ARTICLE X

HIRING, VACANCY, PROMOTION, TRANSFER AND ASSIGNMENT OF TEACHERS

A. All hiring of teachers for the District shall be by the Board of Education upon the recommendation of the Superintendent of Schools. Every attempt will be made to hire the best qualified teacher available and to assign each individual teacher in terms of qualifications and experience. A qualified person shall be one who has a major or minor in the area that they will be teaching.

B. Whenever any vacancy, including summer vacancies, in any teaching position in the District shall occur, the Superintendent shall publicize the same by posting a copy of the notice of such vacancy on the Association bulletin board in each building and also provide the President of the Association with a copy of said notice. Personnel on the staff may apply for the position and be considered equally with other applicants on the basis of their qualifications and certification.

C. A request by a teacher for transfer to a different class, building or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the President of the Association. The application shall set forth the reasons for transfer, the school, grade or position sought and the applicant's certification and academic qualifications. A teacher's education preparations and experience will be considered in making transfers. Such requests for transfer shall be renewed once each year to assure active consideration.

D. All teachers shall be notified in writing of their tentative assignment for the forthcoming school year no later than the first day of June if possible.

E. Involuntary transfers and/or reassignments may be effected only for reasonable and just cause. Thirty (30) days prior to the effectuation of any involuntary transfer, the Employer shall provide the affected bargaining unit member and the Association written reasons for the transfer.

The 30 days shall be interpreted as days before the starting of the school year.

Involuntary transfers and/or reassignments during the school year shall be ten (10) school days prior to the effectuation of any involuntary transfer or reassignment.

When involuntary transfers and/or reassignments are necessary, said reassignments or transfers shall be made with the following considerations:

1) Filled with certified personnel.
2) In event that more than one teacher possesses the necessary certification, then the teacher possessing the least number of years of service will be transferred or reassigned first.
3) The transfer must be proved to be in the best interest of the students and the teacher.

F. Reassignment shall be viewed as a new preparation from the preceding year.

PART-TIME ASSIGNMENTS

A. Any teacher employed for less than full time, shall have his/her assigned work hours scheduled on a consecutive basis. Variation from this work day scheduling shall be allowed with the consent of the teacher and the Association.

Teachers employed half-time or less shall be granted one-half (1/2) of the planning and preparation time contractually provided to full-time teachers. Teachers employed more than one-half (1/2) time shall be granted the same amount of planning and preparation time as is provided full-time teachers, as well as a regular, duty-free lunch period.

RECALL FROM PART-TIME POSITIONS

Any teacher assigned to a part-time position due to a necessary reduction in force shall have the right to return to a regular, full-time position as such becomes available. When more than one employee is assigned to such a part-time position and/or is on lay-off, assignment under this paragraph shall be by seniority in conformance with the general recall provisions of this agreement.

ARTICLE XI

REDUCTION OF STAFF

A. When a reduction of staff is necessary, the Board of Education shall determine the areas or departments where staff will be laid off. After that determination is made, the following guidelines will be followed:

1. No tenure teacher shall be dismissed due to ROS until all probationary teachers in that area or department have been dismissed.

2. Dismissal due to ROS will be based on length of service within the district. In the event that more than one teacher has the same experience and date of hire^, the affected teachers shall participate in a drawing to determine their position on the seniority list.

B. Teachers dismissed due to ROS may relocate in other departments in accordance with the following guidelines:

1. Tenure teachers shall have the first priority based on seniority.

2. Tenure teachers so affected shall bump other teachers.

3. Bumping order for High School, Middle School and Elementary Art, Music and Physical Education teachers will be:

   a. First bump must be the lowest seniority person in the teacher's major.

   b. Second bump is lowest seniority person in the teacher's minor.

   c. Third bump is lowest seniority person in the teacher's certification. If the third bump is in effect then the teacher will be required to take six (6) hours of course work each year after bumping into an area for which no major or minor is held. One half of the tuition will be paid by the District.

* Date of hire is determined to be the first day an employee reports to work for all employees hired after 9/15/81.

4. Bumping order for elementary teachers will be:

   a. First bump must be the lowest seniority elementary teacher.

   b. Second bump is lowest seniority person in teacher's certification.

5. The Board shall not create any departments to fit secondary areas of any teachers subject to relocation.

C. Reasons for reduction in teacher personnel shall be limited to reduction in student enrollment, shortage of revenue, or acts of God. "Acts of God" shall be defined as any condition not within the control of the Board, making it a practical impossibility to operate one or more schools.

D. In the event it becomes necessary to reduce the number of teachers through lay-off of employment or to reduce the number of teachers in a given subject area, field, or program or eliminate or consolidate positions, the order of lay-off shall be determined by the agreed upon seniority list. However, such action shall not be contrary to Section A. The Board shall give notice at the earliest time possible.

E. Any teacher on lay-off shall be recalled in inverse order of lay-off provided they are certified and qualified for the vacancy. No new teacher shall be employed by the Board while there are teachers who are laid-off unless there are no laid-off teachers with the proper certification and qualifications to fill any vacancy which may arise.

F. The Board shall give written notice of recall from a layoff by sending a registered or certified letter to said teacher at their last known address.

It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recalls, or other notice to the teacher. Failure to accept a position within ten (10) days of notice will terminate all recall rights to that position.

G. Teachers who are laidoff under this Article shall be given priority in teaching substitute assignments.

H. A seniority list shall be provided each fall, to be certified by the Association. Teachers shall be ranked in order of their last date of hire into a bargaining unit position. Seniority shall be broken if a teacher resigns, retires, refuses recall, is dismissed for cause or accepts employment in the district which is outside the bargaining unit.

I. The Teacher Seniority List shall include all certified teacher personnel under this contract.

ARTICLE XII

LEAVE PAY

A. Each regularly employed fulltime teacher shall be entitled to fifteen (15) days sick leave during any contract year except that first year teachers in Marlette Schools shall have fifteen (15) days credited to their account which shall be available to them upon their reporting to work.

B. Of the fifteen (15) days allowed for sick leave each year, seven (7) days may be used for emergency leave.

C. Emergency leave days may be granted for the following purposes and in accordance with the following procedures.

1. For an accident, death or critical illness in the immediate family--father, mother, spouse, children, brother, sister, or immediate family through marriage.

2. Of the seven (7) days provided for in (B) above, regularly employed full-time teachers shall be permitted to transact personal business according to the following schedule: All teachers with five (5) years of service or less in the School System shall be granted one (1) day. Teachers with more than five (5) years of service in the School System shall be granted two (2) days.

   a. It is understood that such personal leave shall not be granted for the first or last day of the school year, nor on the first working day preceding or following a vacation period or holiday. (Exception: graduation exercises for the teacher, spouse, son or daughter. Honor convocation honoring the teacher. Military departure of a son/daughter or attendance at summer school).

   b. It is further understood that no more than two (2) teachers from grades K-4, 5-8 and 9-12 will be excused on a given day.

3. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.

4. Emergency leave days shall be granted when the request has been made in writing to the Superintendent or designee through the Building Principal at least twenty-four (24) hours in advance. Emergency leave without twenty-four (24) hour notice may be granted at the discretion of the Building Principal. Such requests shall be considered on a priority basis as of time of receipt by the Superintendent or designee.

D. In addition to emergency leave days as provided in Paragraph C above, three (3) additional leave days without pay may be granted subject to the Superintendent's approval upon receipt of written application for such leave by the teacher at least twenty-four (24) hours in advance.

E. Unused sick leave shall accumulate to a maximum of ninety (90) days, it being expressly understood that none of the accumulated may be used for emergency leave as specified in Paragraph C. above.

F. All unused sick leave days in excess of ninety (90) days shall be returned to the teacher at the end of the current school year on the basis of Fifteen ($15) dollars per day.

G. Teachers on twelve (12) month contracts shall be entitled to eighteen (18) days of sick leave, of which seven (7) days may be emergency leave and sick leave shall accumulate as stated in Section E.

H. The Board of Education reserves the right to require proof of illness if a teacher's absence exceeds five (5) consecutive days or for suspected abuse of sick leave.

I. The Board of Education reserves the right to require a physical examination at the expense of the Board when in the judgment of the Board such evidence will serve the best interest of either the teacher or the district.

When the Board of Education believes that a surgical leave request is for a non-essential surgical procedure, the board may withhold approval pending submission of a physician's assurance that such surgery is a necessary procedure at the requested time. The Board of Education reserves the right to request a second opinion from a physician of the Board's choice.

J. Duty days shall mean those days when pupils are in attendance, teacher orientation days, conference and curriculum days and record days which may occur at mid year and the close of the school year.

K. There shall be deducted 1/180th* of the amount of the teacher's contract for each duty day of unauthorized leave. Furthermore, any teacher who takes unauthorized leave may be subject to additional disciplinary action by the Board of Education, if, in the Board's opinion, such action is warranted.

L. The Board shall provide for the teachers a bi-monthly accounting of leave days used during the current contract year.

* The number of days in this formula shall be the total teacher work days scheduled for that year.

ARTICLE XIII

LEAVES OF ABSENCES

The Board may grant an absence as provided for under Act 4, Public Acts (Ex. Sess.), 1937. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

A. Sabbatical Leave - The Board, upon recommendation of the Superintendent, may grant a sabbatical leave to a teacher after said teacher has been employed at least seven (7) consecutive years by the Board and at the end of each additional period of seven (7) or more consecutive years of employment for professional improvement for not to exceed two (2) semesters at any one time, provided that the teacher holds a permanent or continuing certificate. During said sabbatical leave the teacher shall be considered to be in the employ of said Board, shall have a contract, shall not receive salary remuneration, but shall receive medical benefits in accordance with the contract in effect during the period of the leave.

1. The Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

2. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the Boards of Control of Public School Employees' Retirement Funds.

3. A teacher upon return from sabbatical leave shall be restored to his or her teacher position or to a position of like nature, seniority, status and pay. Said teacher shall receive credit on salary schedule for said leave and shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to law.

4. Sabbatical leave may be given to teachers to permit them to improve their ability to render education service. Such service is usually achieved by formal study, research, and/or writing and travel. Applications for sabbatical leave for other types of experiences will be considered on their merits. Approval of a sabbatical leave shall be contingent upon securing an employee qualified to assume the applicant's duties. A teacher on sabbatical leave shall furnish as many reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all other requirements of the leave.

5. Application for all sabbatical leaves must be submitted on or before April 1 prior to the requested leave. However, said deadlines may be waived if, in the opinion of the Superintendent, extenuating circumstances exist and said waiver would be in the best interests of the school.

6. Teachers on sabbatical leave and/or leave of absence must notify the Superintendent prior to June 1, of their intention to return to their

teaching position at the beginning of the following school year. Failure to provide said notice will result in automatic termination of employment from the School District.

B. Childbirth/Care Leave

1. Upon application teachers will be granted a leave without pay for the purpose of childbirth and or childcare of the infant for a duration not to exceed one (1) year, unless renewed at the discretion of the Board.

2. The pregnant teacher may continue teaching as long as she can continue her regularly assigned responsibilities. The teacher's physician will furnish a statement to this effect.

3. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the effective date of such leave and shall include a statement of the exact date on which the teacher wishes to commence the leave and shall be relaxed upon complication occurring, which shall be followed up by a physician's statement, or adoption, which will be verified by the adoption agency.

4. A teacher on childbirth/care leave under the above conditions wishing to return to duty at the beginning of the next school year shall file a written request with the Superintendent by June 1 of the previous school year.

   The teacher will be returned to the same or similar position, subject to the limitations of Article XI.

5. Leaves for adoption shall be the same as for childcare.

6. Should the course of nature be interrupted or should the death of the child occur within the period of leave, the above rules may be relaxed under such conditions as the Board may prescribe.

7. The beginning and ending dates of the leave may be changed with mutual agreement between teacher and Board.

8. Such leave may also be granted for reasons other than the care of the newborn children. (Example...Terminally ill or seriously ill children). However, these requests would be handled on an individual basis and must receive approval of the Superintendent and the Board.

C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. Absence when a teacher is called for jury duty. Pay received for jury duty shall be deducted from teacher's salary.

2. Teachers shall be granted a maximum of two (2) days if necessary to complete the requirements of a selective service physical examination, and the Board may require the teacher to submit proof of such requirement.

3. Visitations at other schools or for attending educational conferences or conventions provided such leave is approved by the Superintendent. Mileage allowance (in accordance with Board Policy), meals, lodging and registration fees shall be deemed appropriate expenses of the Board as well as the cost of the substitute teacher needed to relieve the participant.

4. A leave of one (1) day not to be charged against sick leave for a father to take his expectant wife to the hospital or to bring the family home.

5. The Board shall establish a bank of five (5) days to be used for Association meetings. Such usage shall be determined by the Association President. The Association President shall submit a request for such leave in writing to the Superintendent at least two (2) days prior to commencement of such leave.

D. Miscellaneous Leaves of Absence

1. Teachers who are elected officers of the State Association, upon the completion of a request for leave form, may be given a leave of absence without pay and without accumulation of fringe benefits, sick leave or credit on the salary schedule for the purpose of performing duties for the Association, not to exceed one (1) year.

2. Military leaves of absence shall be granted in accordance with Act 145 of Public Acts of 1943 as amended. General School Laws-388,421, Part III. Sec. 1 - Any teacher who has left or leaves a teaching position other than a temporary teaching position in any school district in Michigan in order to serve in any branch of the Armed services of the United States, and who upon termination of such services, (1) receives an honorable discharge from the Armed Forces; (2) is still qualified and competent to perform the duties of such teaching position; and (3) makes application to said school district for re-employment within (90) days after he/she is relieved from such military service, shall be restored at the beginning of the semester or term following the application to such teaching position or to a position of the like nature, seniority, status and pay unless circumstances have so changed as to make it impossible or unreasonable to do so. Sec. 2 - Any teacher who is restored to a position in accordance with the provisions of this act shall be considered as having been on leave of absence during their period of training and service in the Military Forces of the United States, shall be entitled to participate in any benefits under the established rules and regulations of the school district and shall not be discharged from such position without cause within one (1) year after such restoration.

3. Exchange teacher in accordance with Section 340.571 School Code of 1955.

"The Board of any school district except a primary may pay, for a period of not more than one (1) year, the salary of any qualified teacher who has taught within the school district for three (3) or more years while the teacher, with the consent of the Board of their district, is

performing teaching duties in another state of the United States, a foreign state of the United States, foreign country or territory of either.

4. Educational leave may be granted for the purpose of engaging in study at an accredited college or university related to his/her professional responsibilities.

ARTICLE XIV

PROTECTION OF TEACHERS

A. The Teachers will receive full support of their actions in conducting classes and disciplining provided same are within the scope of Board policy.

B. Any case of assault upon a teacher shall be promptly reported in writing to the Superintendent of Schools. The Board will provide legal aid to a teacher when the Board has determined he/she has acted within the scope of Board policy concerning the facts surrounding the assault.

C. Any complaints received by the Administration by parents of a student directed toward a teacher shall be promptly called to the teacher's attention.

D. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes written warnings, reprimands, suspensions with or without pay, reductions in rank, compensation, or occupational advantage, discharges, or other actions of disciplinary nature. Any such discipline, including adverse evaluation of bargaining unit member performance shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.

ARTICLE XV

NEGOTIATION PROCEDURES

a. The Board and Association will begin negotiations for a new agreement between the dates of February 1 and March 1 immediately preceding the termination of this contract.

B. There shall be three (3) signed copies for purposes of record. One (1) retained by the Board, one (1) by the Association, and one (1) by the Superintendent.

ARTICLE XVI

GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is an alleged violation, event or condition involving the interpretation and application of the provisions of this Agreement.

2. The "aggrieved" person is the person or persons making the claim.

3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this Contract.

4. The "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary teacher.
2. The placing of a non-tenure teacher on a third year of probation.
3. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion). However, it is expressly understood that this paragraph shall not bar a grievance on the evaluation procedure as contained in Article VIII, Teacher Evaluation.

C. The Association shall designate representatives from the Marlette Education Association, Michigan Education Association or National Education Association to handle grievances when requested by the grievant. Such representatives shall be made known to the Board or its designated representatives and shall be authorized to indicate the Association's position, approval or disapproval on each grievance at each level as required. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention by the association, if the adjustment is not inconsistent with the terms of this agreement, provided that the association has been given opportunity to be present at such adjustment.

D. The term "days" as used herein shall mean days in which school is in session.

E. Written grievances as required herein shall be filed on the approved grievance form attached as Appendix B.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth.

F. Level One--

A teacher believing himself/herself wronged by an alleged violation of the express provisions of this Contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal, either personally or accompanied by an Association representative, in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and present it to the Principal who shall within three (3) days render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the Association President, the Superintendent and

President of the Board of Education, with a copy kept in a permanent file in the office of the Principal and Superintendent. If no decision is rendered in writing within three (3) days or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal to Level Two.

Level Two--

A copy of the written grievance shall be filed with the Superintendent or designated agent as specified in Level One with the endorsement thereon of the approval or of the grievance, the Superintendent or designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or designated agent shall render the decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the Association President, the Building Principal, Superintendent and President of the Board of Education. Copies of same shall be kept in a permanent file in the office of the Building Principal and Superintendent. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three--

Upon proper application as specified in Level Two, the Board shall allow the teacher or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within two (2) days after its next regularly scheduled meeting, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one (1) or more of its members to hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than two (2) days after next regularly scheduled meeting after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Building Principal for the building in which the grievance arose, the grievant, the Secretary of the Association, and the Association President.

Level Four--

In the event the grievant is not satisfied with the decision rendered at Level Three, he/she may file through the M.E.A. this decision to the Arbitration Committee, for settlement. The Board or M.E.A. shall not be permitted to assert in such mediation proceedings any grounds or to rely on any evidence not previously disclosed to the other party in writing.

The Arbitration Committee shall be composed of the following:

A. One (1) person selected by the M.E.A.
B. One (1) person selected by the Board of Education
C. One (1) person selected jointly by the above appointees.

Members of the Arbitration Committee shall not be (1) members or spouses of members of the Board of Education; (2) members of or spouses of any employee of the Marlette Community School District. Members of the Arbitration Committee shall be (1) residents and registered voters of the Marlette Community School District.

Fees and expenses of any of the Arbitration Committee shall be paid as follows: (1) M.E.A. appointee paid by the M.E.A. (2) Board of Education appointee paid by the Board of Education; and (3) Joint Appointee paid equally by the M.E.A. and the Board of Education.

It shall be the function of the Arbitration Committee, and they shall be empowered, except as limited above, after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of the specific articles and sections of the agreement.

LIMITATIONS OF ARBITRATIONS COMMITTEE;

A. They shall have no power to add or subtract from disregard, alter, or modify any terms of this agreement.

B. They shall have no power to rule on any of the following:

1. The termination of services of or failures to re-employ any probating teacher.
2. The placing of a non-tenure teacher on a third year of probation.

ARTICLE XVII

TEACHER RETIREMENT

A. A teacher who reaches the age of fifty five (55) is eligible to retire under the Michigan Public School Employees Retirement System ("PSERS") if he or she has (i) 30 or more years of credited service under PSERS, and at least 15 years were served as a public school employee; or (ii) 15 or more but less than 30 years of credited service under PSERS, of which the last 5 consecutive years are immediately preceeding the teacher's retirement date. A teacher who reaches the age of sixty (60) is eligible to retire under PSERS if he or she has 10 or more years of credited service as a public school employee. Teachers planning to retire shall submit to the Board a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.

ARTICLE XVIII

COORDINATING COUNCIL

There is hereby established at the Marlette Community Schools a Coordinating Council with the following conditions:

A. The Council membership shall consist of three (3) members from the Association with the recommendation that at least one (1) member be from the negotiating committee and three (3) administrators.

B. Meetings.

1. The Council shall meet the first Thursday of each month, October through May.
2. Special meetings may be called by the Chairperson of either party by serving written notice of at least two (2) school days (rule may be waived by mutual consent) prior to the time of special meeting.

C. Agenda.

Each party shall submit to the other on or before Tuesday prior to the meeting an agenda covering items to be discussed.

D. Purposes of Coordinating Council.

1. To discuss problems of mutual concern as they shall arise during the life of this Contract and to establish an open communication by the Association and the Administration. However, it is expressly understood that the problems herein above discussed shall in no way constitute negotiations of articles under this Contract or new articles except as they shall be formally requested pursuant to the articles of this Contract.

2. To charge this committee to recommend to the Board of Education in-service training programs which will meet the needs of the staff and curriculum.

   In-Service Training may include:

   a. Demonstrations.
   b. College Classes - promoted by the Council.
   c. Time to evaluate the needs of the Marlette School Curriculum.
   d. Time to develop curriculum and a course of study to provide continuity in the school ptogram.
   e. Time for workshops pertaining to educational needs in the Marlette Schools.
   f. Visitations in other school systems with the approval of the Board and Administration. The goals of these visitations shall fill a direct need for the problem under study.
   g. Any expense involving curriculum planning or in-service training may be assumed by the Board.

3. The Coordinating Council may appoint any other committees which are deemed necessary by mutual consent of the members of the Council.

E. Committees will submit their reports to the Coordinating Council, which in turn will make its recommendations to the Board of Education.

F. The Board of Education shall act within four (4) weeks after the presentation of the recommendations and shall also notify the Council in writing of the action taken.

ARTICLE XIX

MANAGEMENT RIGHTS

The Board of Education hereby retains and reserves unto itself all of the rights and powers vested in it through the laws and Constitution of the State of Michigan and those powers normally incident to management, it being expressly understood that this clause shall not in any way negate the rights herein granted under the terms of this Contract.

ARTICLE XX

PROFESSIONAL DEVELOPMENT

The Board of Education agrees to establish a fund of professional development monies and budget an amount of $10,000 toward that end. It is understood that each teacher is guaranteed but not limited to $135.00 per year to pursue his or her professional development. These monies are to be used for registration fees, travel, food and lodging. It is also understood that the Board is open to investing even more monies should the fund become depleted.

In order to access this money, the teacher must go through the established procedures of requesting to go to conferences, seminars, work sessions, visitations or classes. This function must be directly related to the teacher's current or proposed teaching assignment.

A Professional Development Advisory Committee composed of one teacher from each building will work with the superintendent or his representative to review applications for the use of Professional Development funds. This committee will establish procedures and necessary timelines to award these funds, monitor their use and insure that all teachers have equal access to the funds. This committee will make every effort to insure that funds not being used because some teachers may choose not to use them will be used to provide even greater amounts to those teachers who have conferences, etc., which cost more than the minimum provided by this agreement. It is understood that the superintendent will have final authority within the limits of Paragraph 1.

Both the MEA and the Board urge each and every teacher to make good use of these funds by updating his or her professional skills. The students, individual teachers, and the school district will gain from teachers who are up-to-date, enthused and aware of the most current methods and procedures. Principals are directed to encourage teachers to take advantage of any opportunity for professional growth that will be of help in current or proposed teaching assignments.

It is further understood that teachers who participate in these professional activities will share what they have learned with their colleagues, with students or with the administration as appropriate.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

B. Duplicated copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

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

D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXI

DURATION OF AGREEMENT

The following amendments to the Master Agreement between the Board of Education of Marlette Community Schools and the Marlette Education Association shall be effective as of July 1, 1992, and shall continue in effect until June 30, 1993. The Master Agreement nor these amendments shall not be extended orally and it is expressly understood that the Master Agreement and amendments shall expire as of June 30, 1993.

Board of Education	Marlette Education Association
By_____ President	By_____ President
By_____ Secretary	By_____ Secretary
Date_____	Date_____

SCHEDULE A

A. Basic Salary Schedule

1992-93

Step	BA	BA+20	MA	MA+15
1	21,003	21,715	22,429	23,056
2	21,715	22,429	23,056	24,209
3	22,429	23,056	24,209	25,453
4	23,056	24,209	25,453	26,701
5	24,209	25,453	26,701	28,041
6	25,453	26,701	28,041	29,997
7	26,701	28,041	29,997	31,777
8	28,041	29,997	31,777	33,736
9	29,997	31,777	33,736	36,404
10	31,777	33,736	36,404	38,450
11	33,736	36,404	38,450	40,586
12	36,404	38,450	40,586	42,897

1. The Board will pay retirement on the above salary schedule for all wages earned.

2. Completion of twenty (20) semester hours of graduate credits will be necessary to qualify a teacher for the salary schedules beyond the Bachelor's Degree. A verification of these credits must be presented to the central office by the first day of school.

LONGEVITY PAYMENT:

Beginning with the 1982-83 school year, after completing the top step of the salary schedule, longevity pay will be paid as follows:

Entering 13-16 years of teacher experience: $550.00 in addition to the 12th step of the salary schedule.

Entering 17 years and up: $1100.00 in addition to the 12th step of the salary schedule.

B. Health Insurance:

Effective July 1, 1989, the Board agrees to pay for the purchase of the following insurance plans for each full-time regularly employed teacher in the school system who submits the necessary applications for such coverage including a statement that the teacher is not covered by hospitalization insurance by another source. A teacher may elect one of the following plans:

Plan A:

Hospitalization - Super care I(self, self & spouse, self & child, full family)*
Dental - Delta Dental Plan: E/007 80/80/80: 1,300
Negotiated Life - $40,000 AD & D
Vision - VSP 3

* Each staff member will be allowed the option to upgrade their policy to Super Med I, Super Care II, or Super Med II. The associated cost of this upgrade to be the responsibility of the said staff member, with cost being deducted in appropriate monthly installments.

(Deductible payment - A deductible payment shall be made as follows: Member with individual coverage - $50.00; Member with self/spouse, self/child, full family coverage - $100.00. Payment will be made with the first check of the second semester of the current school year. Payment will be made by the Board as previously provided and on the same basis through June 30, 1993.

Plan B:

Delta Dental Plan - Auto + /008 (100:90/90/90 - $1,500)
Vision - VSP 3
Negotiated Life - $50,000 AD & D
Dependent Life - $2,000 spouse/$2,000 children
Annuity - The Board agrees to purchase a $1,000 annuity to be paid in compliance with Article IV-E. Payments shall be made in twenty (20) bi-weekly payments commencing with the second pay check of the new school year (9/15/89)

The Board's contribution for regularly employed part-time teachers or for teachers who are employed for less than a full school year shall be pro rated. A full-time teacher who completes his/her duties for the full school year shall receive twelve (12) months coverage.

C. Credit on Salary Schedule for Previous Teaching Experience:

1. Credit on the salary schedule shall not be given for less than a full semester (1/2 school year) of experience.

2. For experienced teachers first entering service at Marlette, full credit on the salary schedule may be given for the first six (6) full years of teaching experience in approved public or private schools in the United States, its territories, possessions, armed forces schools or schools of equivalent standards. It is further agreed that this clause shall be retroactive for teachers presently employed by Marlette Schools. The Marlette Board of Education has the discretion to determine the number of years of teaching experience, up to 6, that may be awarded

D. A counselor may be employed for a maximum of two (2) weeks each year in addition to the regular school year and shall be paid at their weekly rate for said work, but not less than Five Hundred ($500.00) Dollars for those two (2) weeks. It is further agreed that the Board reserves the right not to employ all counselors for the extra two (2) weeks each year thereafter.

E. Reimbursed mileage - 20 cents a mile.

F. Department and/or Grade Level Chairpersons:

Department and/or grade level chairpersons may be designated on a voluntary basis or may be appointed as deemed necessary by the Board or its designated agent for the efficient operation of the schools. The primary function of the chairperson will be to provide professional leadership for improvement of the instructional program within their respective academic area or grade level.

However, the chairperson shall not have any responsibility for the selection, supervision and/or evaluation of professional personnel.

A teacher who accepts the department and/or grade level chairmanship shall be reimbursed One Hundred Thirty ($130.00) Dollars per year.

G. Terminal Payment: Compensation per accumulated sick leave will be granted upon retirement from the Marlette Community School System at the rate of Fifteen ($15.00) Dollars per accumulated sick days up to a total of 105 days. Total compensation in this provision shall not exceed $1,575.00.

H. Association members who are required to travel between buildings will be reimbursed at a rate of $50.00 per semester.

SCHEDULE B

COMPENSATION FOR EXTRA DUTIES

Varsity Football		
	Head	10.0%
	Varsity Assistant	8.0%
	Head JV	6.0%
	JV Assistant	4.0%
	8th Grade	3.0%
Boys' Varsity Basketball		
	Head	10.0%
	Assistant	6.0%
Freshman Basketball		5.0%
Boys' Middle School Basketball		
	7th Grade	3.0%
	8th Grade	3.0%
Boys' Varsity Track		
	Head	7.5%
	Assistant	4.5%
Middle School Track - 7th & 8th		3.0%
	Assistant (over 40 students)	1.0%
Varsity Baseball		
	Head	7.5%
	Assistant	4.5%
Varsity Wrestling		
	Head	10.0%
	Assistant	4.0%
Varsity Golf		
	Head	4.5%
Varsity Tennis		
	Head	7.5%
	Assistant	4.5%
Boys' & Girls' Varsity Cross Country		7.5%
Girls' Varsity Basketball		
	Head	10.0%
	Assistant	6.0%
	9th Grade	5.0%

Girls' Varsity Volleyball	
Head	7.5%
Assistant	4.5%
Girls' Middle School Basketball	
7th Grade	3.0%
8th Grade	3.0%
Girls' Middle School Volleyball-7th & 8th	1.5%
Girls' Varsity Softball	
Head	7.5%
Assistant	4.5%
Girls' Varsity Track	
Head	7.5%
Assistant	4.5%
Cheerleader Sponsors (Entire school year)	
Head	6.0%
Assistant	4.0%
Middle	2.0%
Debate	1.0%
Forensics	1.0%
Junior-Senior Choral Director	3.0%
Band Director	
Head	10.0%
Assistant	5.0%
Adult Education Director	2.0%
Newspaper Sponsor	
(Not included in regular class)	3.0%
(Included in regular class)	1.0%
Yearbook	4.0%
Plays (each)	5.0%

Compensation is to be based upon the appropriate percentage of the B.A. salary schedule and the experience of the employee in that activity.

For experienced personnel first entering service at Marlette, full credit on the salary schedule will be given for the first six (6) full years of contractual experience in approved public or private schools in the United States, its territories or possessions, armed forces schools or schools of equivalent standards. The Board will pay retirement on the above Schedule.

The Board shall attempt to fill assistant positions as finances are available.

SCHEDULE C

Girls' Pee Wee Basketball		2.0%
Boys' Pee Wee Basketball		2.0%
Business Professionals of America		4.0%
National Honor Society		1.25%
Future Teachers		1.0%
Math-Science Club		1.0%
FHA		2.0%
FFA		6.0%
Senior Class Coordinator - Sponsor		3.5%
Class Sponsors	Senior	2.5%
	Junior	2.5%
	Sophomore	2.0%
	Freshman	2.0%
	8th Grade	1.0%
	7th Grade	1.0%
	6th Grade	1.0%
	5th Grade	1.0%
Student Council		
	High School	4.5%
	Middle School	2.25%
	Elementary School	1.5%
Safety Patrol	Middle School	1.0%
	Elementary School	1.0%
SADD		1.0%
Industrial Art Fair		1.0%
Elementary Nature Center Coordinator		1.0%

Elementary Yearbook	2.5%
Traveling Art Show	1.5%
Middle School Activities	
8th Grade Toronto Trip Coord	1.5%
Camp Sponsor	1.5%
Staff Counselors (limited to 5)	$100 ea
Yearbook	2.5%
Choral	2.0%
Science Club	1.0%
Chess Club	1.0%
Math Club	1.0%
Arts & Crafts Club	1.0%
Tumbling Club	1.0%
Magazine	1.0%
Pep Club - 5th & 6th	1.0%
Dramatics/Plays - each	1.0% (2% max)
Middle School Intramural	
Girls' Basketball - 7th & 8th	1.25%
Girls' Basketball - 5th & 6th	1.25%
Boys' Basketball - 7th & 8th	1.25%
Boys' Basketball - 5th & 6th	1.25%
Floor Hockey	1.0%
Self-Defense Training	1.0%
Softball	1.0%
Table Tennis	1.0%
Tennis	1.0%
Track	1.0%
Volleyball	1.0%
Football - 7th & 8th	1.25%
Football - 5th & 6th	1.25%
Wrestling - 5th - 8th	1.25%

Compensation will be based upon the appropriate percentage of the B.A. one (1) step of the basic salary schedule. The Board will pay retirement on the above schedule.

SCHEDULE D

Summer School	9.00 per hour
High School Completion	
Inexperienced	13.00 per hour
One year experience	13.50 per hour
More than 1 year experience	14.00 per hour
Conference period as substitute	12.00 per hour**

Elementary Special as substitute shall be paid at the rate of $8.00 per 40 minute special ($12.00 per hour pro-rated).

Driver Education	15.00 per hour

** A teacher taking a class of another during an assigned conference period may select to take a compensation period in place of a payment. Compensated periods may be redeemed on a half day basis (Three compensated periods per half day). Payment for unused compensated periods will be paid at the end of the school year.

Detention Room	8.00 per hour
Homebound Instruction	10.00 per hour
Summer Library Work	8.00 per hour
Science Fair 50.00 per year	
Overload	1/5 of BA, Teacher's Experience Level
Middle School Learning Fair	50.00 per year

The MEA hour shall be at the discretion of the Board of Education. Unless the high school schedule can be developed to accommodate a release hour, the Board shall reserve the right to accept or reject the concept.

The Board will pay retirement on the above Schedule.

APPENDIX A

CLASS SIZE

1. Elementary:

Kindergarten	25
Grades 1-4	30

(Effective 1993-94 school year, Grades 1-4 - 27)

2. Middle School: The Board shall strive to establish the following recommended class sizes:

Pre-Algebra	30	Social Studies	30
Art	25	Communication Skills	30
Math 7 & 8	30	Science 7-8	30
Crafts	25	Physical Education	36
Home Arts	25	Band	60
Choir	60	Counselor	1-450
Grades 5-6	30	Exploratory	30

3. Senior High: The administration will make every attempt to hold to the class sizes listed below:

Agriculture	22	Bookkeeping	24
Art (Basic)	24	Shorthand	24
Art (Advanced)	20	Office Machines	24
Typing	35	Clerical Lab	22
Reading	20	All other business	30
*Writing Classes	25	Home Economics	
All other English	30	(Vocational)	22
Foreign Language	30	Home Economics	
Drafting	28	(Non-Vocational)	
Other Industrial Arts	24	(Non-laboratory)	30
Music	unlimited	General Math	25
(teacher audition for approval)			
Physical Education		All other math	30
2 teacher (same hour)	72	Chemistry	24
3 teachers (same hour)	100	Physics	24
Counselor	1-450	All other science	30
Social Studies	30	Basic Biology	25

Special Education - no overload pay with aide

Co-op/Work Experience	1-22 - 1 hour supervisory
	23-44 - 2 hours supervisory
	45-59 - 3 hours supervisory
Computer Applications	24

Earth Science - capped at 25

Applied Technology -

Physics	4 students per station (maximum of 5 stations)
Math	24
Science	24
English	24

* The Board shall determine what constitutes a writing class.

APPENDIX B

MARLETTE COMMUNITY SCHOOLS
MARLETTE, MICHIGAN 48453

TEACHERS GRIEVANCE REPORT

A. FACTS UPON WHICH GRIEVANCE IS BASED:

1. Teacher directly involved in alleged incident_____

2. Date of alleged incident_____Time_____

3. Place of alleged incident_____

4. Witnesses:_____

_____

5. Nature of incident_____

_____

_____

B. ARTICLES AND SECTIONS OF THE MASTER CONTRACT WHICH HAVE BEEN ALLEGEDLY VIOLATED:_____

_____

C. STATE RELIEF REQUESTED_____

_____

_____

D. TEACHER(S) FILING GRIEVANCE

Signature of Employee	Date
Signature of Employee	Date
Signature of Employee	Date
RECEIVED BY Signature of Administrator	Date

Copies of this report must be filed with Association President, Association Secretary, Building Principal, Superintendent of Schools, and President of the Board of Education.

The Marlette Education Association (approves) (does not approve) of the filing of this grievance.

Date	Association President	Date	Grievance Chairperson

APPENDIX C

CODE OF ETHICS OF THE EDUCATION PROFESSION

PREAMBLE

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this code shall be exclusive, and no such provision shall be enforceable in any form other than once specifically designated by the NEA or its affiliates.

PRINCIPLE I - COMMITMENT TO THE STUDENT

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning:
2. Shall not unreasonably deny the student access to varying points of view:
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress:
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety:
5. Shall not intentionally expose the student to unnecessary embarrassment or disparagement:
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family, social or cultural background, or sexual orientation, unfairly:
   a. Exclude any student from participation in any program:
   b. Deny benefits to any student:
   c. Grant any advantage to any student:
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II - COMMITMENT TO THE PROFESSION

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards to promote a climate that encourages the exercise of professional judgement, to achieve conditions which attract persons worthy of the trust to careers in education and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications:
2. Shall not misrepresent his/her professional qualifications:
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education or other relevant attribute:
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position:
5. Shall not assist a noneducator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law:
7. Shall not knowingly make false or malicious statements about a colleague:
8. Shall not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions.

1992-93 CALENDAR

Agusut 24	Staff-First Day
August 25	First Day for Students
September 7	Labor Day - No School
October 20	1/2 Day School/Parent Teacher Conferences
October 23	1/2 Day School/Afternoon In-service
November 25	Noon Dismissal for Thanksgiving Break
November 26-27	Thanksgiving Vacation
Dec. 21-22-23-24-25-28-29-30-31-January 1	Christmas Vacation
January 4	Return
January 15	End of Semester I - No students-Staff Records
February 15	Presidents Day - No School
April 5-6-7-8-9-12	Spring Break
May 31	Memorial Day
June 1-2	1/2 days - Exams
June 2	Last Day