

**2008-2009**

**2009-2010**

**AGREEMENT**

**MARLETTE COMMUNITY SCHOOLS**

**BOARD OF EDUCATION**

**AND**

**MARLETTE EDUCATION ASSOCIATION**

**Marlette Community Schools  
3197 Sterling 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.

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## **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 Pg. 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, State and National Association dues deductions shall be transmitted by the Superintendent to the Association Treasurer within twenty (20) days after such deductions are made.
- 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 computers, printers, typewriters, copiers, and mimeograph machines, calculation machines and all other types of audiovisual 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. 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 .5% of BA step one. The rescheduling of such day(s) shall be done by mutual agreement.
- C. 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.
- D. All legal holidays established for school by the legislature shall be observed.
- E. 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.
- F. Employees wishing to contribute to a tax-deferred policy must select from the list of companies which have complied with the 403(b) compliance rules as mandated by the federal government. New companies may enter the District upon completion of the compliance rules and with at least four (4) employees registered to participate. Employees may obtain a list of participating providers from the Superintendent's Office.

## ARTICLE V

### TEACHING HOURS

- A. Instructional time will not start prior to 8:10 a.m. and will not exceed past 3:15 p.m. Each teacher's individual day shall not exceed a total of seven and one-half (7 ½) hours.
- B. All teachers shall have duty-free uninterrupted lunch period of thirty (30) minutes per day.
- C. The administration will provide a minimum of a forty-five (45) minute block of planning time per day for full-time elementary teachers. Full-time junior and senior high school teachers will be provided with five (5) conference periods per week. In addition, one-half (1/2) of each of four (4) Professional Development Days will be set aside for elementary teachers to prep (professional development) for their classes. If one or more of the Professional Development Days are not available for individual prep time, elementary teachers may apply for a substitute and use that half day for individual preparation time. Planning time will be scheduled during recess or the instruction of exploratories. In the event that teachers lose their planning time during recess or exploratory classes, teachers will be given the equivalent of compensatory time or the rate as stated in Schedule D per period. The exploratory teacher, will supervise students at any time they are scheduled for their classes. This includes the time during the special programs to provide the regular education teacher planning time per contract agreement. Any full time teacher who must supervise students during inclement weather recesses shall be provided the rate as stated in Schedule D per substitute period.
- D. Full-time junior high school and high school teachers 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. Permissible 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. At the junior high school and high school, the length of the conference period will be equivalent to the normal class hours in that building. Administration may require grade level meetings during a staff member's personal conference time providing that the number of conference periods used by administration does not exceed one per month. If additional time is used by the administration, the teacher will be given compensatory time or pay for the time used at the teacher's discretion.

## 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 two (2) dollars per class/ hour per overloaded student.

The school district will be given twenty (20) school days to eliminate classroom overloads without being required to pay overload rates. If the overload is not eliminated within the twenty (20) days the overload will be retroactive to the first day the overload occurred.

- F. Furthermore, the Board may employ the services of a teacher consultant to assist the regular classroom teacher. 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 per month and will not extend beyond 4:15 p.m. Notification must be made at least one week in advance.

Elementary	8:00 A.M. - 3:30 P.M.
Junior / Senior 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.
- 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. Teachers are contracted to a maximum of four (4) night activities. The Superintendent, when in agreement with representatives (negotiating committee) of the Association, shall prepare a tentative school calendar for the ensuing year, on or before, May 1. 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**

ARTICLE VIII REMAINS IN AFFECT UNTIL WHICH TIME A NEW PROCEDURE IS MUTUALLY AGREED UPON BY THE BOARD AND THE MARLETTE EDUCATION ASSOCIATION.

**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

#### **PURPOSE STATEMENT**

In an effort to enhance communication between administrators and teachers, and believing that evaluation is an important element in the improvement of quality of student learning, it has been determined that the purpose of the evaluation process is:

- A. To improve the quality of instruction in relation to student outcomes.
- B. To provide a method of evaluation which recognizes the professional status, responsibility, individual dignity and personal rights of the teachers and administrators.
- C. To encourage self-improvement on the part of the teachers and plan for professional development.
- D. To provide an opportunity for open and honest communication and shared decision making between teachers and the administration.
- E. To provide an opportunity for administrative and peer support to teachers as they work toward individual, grade level, department and district goals.
- F. To provide a format of consistency in the evaluation process throughout the district.

#### **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 an 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. If questions arise, or if changes are required to the Teacher Evaluation Program, members of the Administration and Marlette Education Association will meet during the first week of May to discuss those questions and/or changes.

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 no time 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 tenure teachers directly responsible to him/her based on the timelines as dictated in the contract. If these timelines are not met, the evaluation shall be null and void and shall not be placed in the teacher's personnel file. In this situation, the teacher will only be evaluated according to the previously established three-year-rotation schedule.
2. The teacher evaluation form shall be the Principal's or Supervisor's Report on Teacher Growth.
3. The annual year-end performance evaluation for probationary teachers shall be based on, but not limited to, at least two classroom observations held at least 60 days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and administrator.
4. Teachers hired already having received tenure from another district may be placed on probation for a period of up to two years.
5. Tenure teachers shall be evaluated once every three years unless administration recognizes a need for professional growth as outlined by previous evaluations.
6. Each planned classroom observation will be at least 30 consecutive minutes in length.
7. 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.

8. 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 the teacher.
9. A written report shall be filed for each teacher who is evaluated.

#### EVALUATION TIMELINES

It is understood that principals shall establish a plan for evaluating tenured teachers at least once every three years on a rotation basis. It is further understood that the law allows for some deviation from this rotation.

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

9/15 Teachers notified if they are to be evaluated.

9/25 Communication meetings regarding planning forms and upcoming evaluation process.

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

1. List of tenure teachers to be evaluated.
2. List of probationary teachers, indicating first, second, third or fourth year probationary status.
3. List of tenure helpers and their probationers.

10/31 Goals for the year are set by teacher and administrator. IDP for probationary teacher completed.

November through April 10

Visits to classrooms (two minimum) and added conference to discuss progress on goals as needed.

4/10 Final evaluation conference between principal and teacher held.

4/15 Principal's final teacher evaluation reports and recommendations have been sent 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 not being retained, sixty days prior to June 30.

## EVALUATION INSTRUMENT

1. Commendable accomplishment
2. Completed job target
3. Partially completed job target
4. Failed to meet job target

1. **Instructional Skills:** Teacher demonstrates the ability to effectively use instructional skills, strategies and methods to affect positive learner outcomes. 1 2 3 4

Comments: \_\_\_\_\_

2. **Student Centered Focus:** Teacher demonstrates a genuine concern for students and the individual needs. 1 2 3 4

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. **Knowledge of Content and Use of Materials:** Teacher demonstrates knowledge of subject matter and utilization of various resources. 1 2 3 4

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **Classroom Environment:** Teacher establishes and maintains a positive learning environment. 1 2 3 4

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. **Communication Skills:** Teacher demonstrates the ability to communicate effectively with students, parents, all school personnel and the community. 1 2 3 4

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. **Interpersonal Relations:** Teacher demonstrates an ability to establish and maintain harmonious working relationships with students, parents, all school personnel and the community. 1 2 3 4

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. **Professionalism:** Teacher demonstrates a belief in and commitment to the teaching profession.

1 2 3 4

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **Adaptability:** Teacher demonstrates a willingness to monitor and adjust to changes, frustrations, and adversity within the teaching profession.

1 2 3 4

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDITIONAL COMMENTS:

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

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

My signature indicates that I have read and discussed the evaluation with the evaluator and does not mean that I necessarily agree with the individual comments or overall conclusions of this evaluation.

Recommend continued employment  
Recommend tenure

Recommend continuance of probationary status  
Recommend termination of Contract

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

## EVALUATION CRITERIA

1. **Instructional Skills:** Teacher demonstrates the ability to effectively use instructional skills, strategies and methods to affect positive learner outcomes.
  - A. Uses a variety of effective teaching techniques & multi-sensory (role playing, brainstorming, active participation, visual aids, discussion, etc.) and models (elements of instruction, cooperative learning, learning styles, etc.)
  - B. Uses a variety of evaluative techniques to drive instruction and measure student learning.
  - C. Sets high expectations for student's growth.
  - D. Plans and organizes instruction to meet specific learning objectives.
  
2. **Student Centered Focus:** Teacher demonstrates a genuine concern for students and the individual needs.
  - A. Generates interest and excitement in the classroom.
  - B. Knows each student and exhibits a genuine interest in students as individuals.
  - C. Shows sensitivity to the needs and feelings of students (e.g., family changes, chemical dependency/abuse).
  - D. Understands the basic principles underlying the education of young people, including those with special needs.
  
3. **Knowledge of Content and Use of Materials:** Teacher demonstrates knowledge of subject matter and utilization of various resources.
  - A. Demonstrates current knowledge of subject matter.
  - B. Demonstrates knowledge and use of district curriculum scope and sequence.
  - C. Designs and **uses** a variety of materials to supplement the textbook and achieve specific curriculum goals.
  - D. Integrates appropriate real-life experiences and community resources into the classroom.
  
4. **Classroom Environment:** Teacher establishes and maintains a positive learning environment.
  - A. Organizes physical setting for effective and efficient learning.
  - B. Establishes a climate in which students feel free to question and think creatively.
  - C. Exercises classroom control in a positive, yet assertive, manner, using a variety of effective behavior management techniques.
  - D. Follows current district and/or building discipline plans consistently.
  - E. Provides a positive environment conducive to learning.
  - F. Assists students to assume responsibility for appropriate behavior.
  
5. **Communication Skills:** Teacher demonstrates the ability to communicate effectively with students, parents, all school personnel and the community.
  - A. Communicates clearly in oral and written form.
  - B. Communicates student strengths and weaknesses with honesty, tact, and understanding.
  - C. Encourages and initiates two-way communication when appropriate.
  - D. Demonstrates responsibility in communicating student progress (progress reports, conferences, staffings, etc.)
  - E. Communicates with students and others in a timely fashion.
  
6. **Interpersonal Relations:** Teacher demonstrates an ability to establish and maintain harmonious working relationships with students, parents, all school personnel and the community.
  - A. Displays fairness and consistency in dealing with students.
  - B. Displays compassion and sensitivity.

- C. Recognizes the importance of parent and community involvement.
  - D. Recognizes responsibility to foster positive staff morale.
  - E. Promotes a teamwork posture within the staff.
  - F. Demonstrates a positive problem-solving attitude in the workplace.
  - G. Shows responsiveness to community needs and concerns.
  - H. Reflects self-confidence.
7. **Professionalism:** Teacher demonstrates a belief in and commitment to the teaching profession.
- A. Sets high expectations for personal performance.
  - B. Practices ethical behavior, respects confidentiality, and follows proper channels of communication.
  - C. Demonstrates continuing professional growth and development.
  - D. Holds teaching in high esteem and reflects a commitment to the profession.
  - E. Meets basic work expectations (promptness, attendance, record keeping, etc.)
  - F. Approaches teaching with enthusiasm, energy and optimism.
  - G. Demonstrates initiative to take risks and remains open to change.
8. **Adaptability:** Teacher demonstrates a willingness to monitor and adjust to changes, frustrations, and adversity within the teaching profession.
- A. Monitors and adjusts teaching approaches as appropriate.
  - B. Recognizes personal limitations and is willing to ask for help.
  - C. Handles changes, and last-minute requests effectively and calmly.
  - D. Responds to frustrations and adversity with patience and renewed effort.
  - E. Anticipates problems and devises way to resolve them.

## 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, sexual orientation 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 and Administration shall follow and enforce disciplinary procedures as specified by Board Policy and Administrative Rules contained in the Teacher 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 Community Schools by cooperating universities shall do so on a voluntary basis only.
- J. District Staff may view District's Board Policy Manual and Administrative Guidelines online at [www.neola.com/marlette-mi](http://www.neola.com/marlette-mi). The User Name is Marlette-mi and the password is 76140-mcs.
- K. A certified teacher will be present in the classroom whenever the time is to be considered as instructional time, as per state guidelines.

## 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. Highly qualified criteria established by the No child Left Behind Act will be used to determine teacher certification and qualification.

All employees who work in a Michigan public school must have a set of fingerprints on file with the State of Michigan. The prints have to be completed after January 1, 2006. All new employees will be required to complete the fingerprint process before employment is offered with the fee for the process payable by the employee.

- 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. E-mail will be used to notify staff of pending openings during the regular school year, and postings will be inserted with payroll checks during break times. 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.
- 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.

G. If a teaching position is vacated due to retirement, this position must be posted and offered to current qualified Marlette teaching staff, before the retired teacher is offered the position on a part-time basis.

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

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, Junior High 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.
  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 layoff 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. Highly Qualified criteria established by the No Child Left Behind Act will be used to determine teacher certification and qualification. 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 laid off 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 a district which is outside the bargaining unit. If two or more teachers are hired on the same day, seniority will be determined at the time of hire for position of seniority by a drawing.
- I. The Teacher Seniority List shall include all certified teacher personnel under this contract.

## ARTICLE XII

### LEAVE PAY

- A. Each regularly employed full-time teacher shall be entitled fifteen (15) days sick leave during any contract year upon their reporting to work for at least one (1) day.
- B. Of the fifteen (15) days, four (4) days per year may be used for personal business.
- C. Sick leave days may be used for personal sickness, sickness in the family, or time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance.
  - 1. 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. (Exceptions may be granted by the Superintendent).
  - 2. It is further understood that no more than two (2) teachers from grades K-3, 4-8 and 9-12 will be excused on a given day. (Exceptions: may be granted by the respective Building Principal).
  - 3. Emergency leave days shall be granted when the request has been made to the Superintendent or designee through the Building Principal. Whenever possible, the request will be made twenty-four (24) hours in advance.
- D. In addition to emergency leave days as provided in Paragraph 3 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.
- 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 Sixty-five dollars (\$65) per day.
- G. 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.
- H. 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.
- I. 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.
- J. There shall be deducted  $1/x$  ( $x$ =total teacher work days scheduled for school year) 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.
- K. The Board shall provide the teachers with an accounting of leave day balances at the bottom of each paycheck.
- L. If a teacher requests a leave day and school is subsequently closed due to an "Act of God" day, the teacher will not be charged for the leave day.

## 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 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 child care 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 child care.
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.
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. The Board shall establish a bank of eight (8) 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, Reserve, or National Guard leaves of absence shall be granted to any teacher who shall be inducted, or called for a period of authorized training, or shall enlist for military duty in any branch of the Armed Forces of the United States, until expiration of the first enlistment or the duration of the emergency. Such teacher shall be granted the leave of absence without loss of status, salary, seniority and other rights or benefits. The teacher shall make reasonable effort to ensure that such service be performed during non-school time. A teacher serving military duty shall be compensated for the difference between the teacher's pay and the pay received for the performance of the obligation. Any overpayment resulting from military duty shall be repaid to the District. A payment plan may be set up between the teacher and Administration.
3. Exchange teacher in accordance with Section 380.1234 of the revised school code.

"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 a territory of the United States or a foreign country. A teacher of this state while on exchange duty is entitled to the same compensation, rights, and privileges, including retirement benefits, as though the teacher were continuously performing normal teaching duties for the employing board consenting to the exchange."

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.

Board policy 3362.01 reads, "threatening behavior toward staff members: the Board of Education believes that a staff member should be able to work in an environment free of threatening speech or actions."

Threatening behavior consisting of any words or deeds that intimidate a staff member, or cause anxiety concerning his/her physical and/or psychological well-being, is strictly forbidden. Any student, parent, visitor, staff member, or agent of this board who is found to have threatened a member of the staff will be subject to discipline, or reported to the authorities.

The superintendent shall implement guidelines whereby students and employees understand this policy and appropriate procedures are established for prompt and effective action on any reported incidents."

- C. Any complaints received by the Administration from parents or legal guardians of a student directed toward a teacher shall be promptly called to the teacher's attention. No record of said complaint shall be placed in a teacher's personnel file without first being fully substantiated by the board and/or administration. Said teacher shall have the opportunity to respond to any document placed in his/her personnel file.
- 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 Agreement.
  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, or failure to re-employ, any probationary teacher.
  2. The placing of a non-tenure teacher on a fourth 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.
1. The term "days" as used herein shall mean days in which school is in session.
  2. Any timeline provided for in the grievance procedure may be extended by mutual written agreement of the parties.
- E. Written grievances as required herein shall be filed on the approved grievance form attached as Appendix B and contain the following:
1. It shall be signed by the grievant or grievants.
  2. It shall be specific.
  3. It shall contain a synopsis of the facts giving rise to alleged violation.
  4. It shall cite the section or subsections of this contract (or the written board policy) alleged to have been violated.
  5. It shall contain the date of the alleged violation.
  6. It shall specify the relief requested.

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 five (5) of the discussion, the teacher shall reduce the grievance to writing and present it to the Principal who shall within five (5) 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 five (5) 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 disapproval 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 ten (10) days of receipt of 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 five (5) 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 five (5) 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 Marlette Education Association this decision to the Arbitration Committee, for settlement. The Board or Marlette Education Association 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 Marlette Education Association.
- 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) Marlette Education Association appointee paid by the Marlette Education Association. (2) Board of Education appointee paid by the Board of Education; and (3) Joint Appointee paid equally by the Marlette Education Association 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 probationary teacher.
  - 2. The placing of a non-tenure teacher on a fourth year of probation.

**ARTICLE XVII**

**TEACHER RETIREMENT**

- A. Teachers will participate in the Michigan Public School Employees Retirement System (MPERS), as mandated by current law.

**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 (president of the association) by serving written notice 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 Agreement 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 Agreement, or new articles, except as they shall be formally requested pursuant to the articles of this Agreement.

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 Community Schools' Curriculum.
- d. Time to develop curriculum and a course of study to provide continuity in the school program.
- e. Time for workshops pertaining to educational needs in the Marlette Community 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. 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. The Board of Education will solicit staff input on how the Professional Development funds are to be spent. After the input is received, a district focus will be determined. A teacher, with the approval of their principal and the Superintendent, can deviate from the agreed upon district focus as specified needs arise.

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 Marlette Education Association 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.

If a flex schedule is implemented in the Marlette Community Schools, after-school staff meetings will be eliminated in those months when two or more flex/professional development days are scheduled.

A teacher, who attends workshops/conferences for training outside the regular school day, required or highly recommended by the District, will be reimbursed at the same hourly rate as a teacher who works during their conference period. The reimbursement will be based on the number of hours the teacher is in class.

The teacher may also choose compensatory time as reimbursement when attending classes outside the regular school day. One (1) hour of compensatory time will be granted for every one (1) hour of class time. The total hours of class time attendance must be turned into the building principal who will calculate the compensatory time earned.

The teacher may choose to be reimbursed for a portion of the time in financial compensation and the balance in compensatory time. The compensatory time will again be granted one (1) hour of compensatory time for every one (1) hour of class time.

Mileage will be paid at the IRS rate. Meals will be reimbursed as per this Agreement.

## **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. Copies will be presented to employees within 45 days of a signed agreement.
- 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 upon mutual agreement, any issue may be reopened for negotiation.

- E. The Marlette Education Association and the Marlette Board of Education have agreed that there should be prescribed provisions for the handling of medically fragile students. Medically fragile children's health needs will be attended to, and treated by medically certified personnel.

## ARTICLE XXII

### 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 July 1, 2008, and shall continue in effect until June 30, 2010. 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, 2010.

Board of Education

By RD Macomber  
President

By Julie Quade  
Secretary

Date 12-8-08

Marlette Education Association

By Carole McElroy  
President

By Carleen Foster  
Secretary

Date 12-10-08

**SCHEDULE A**

A. Basic Salary Schedule

2008-2009 Salary Schedule  
(Pay Freeze from 2007-2008)

STEP	BA	BA/20	MA	MA/20	MA/30
1	\$34,368	\$35,356	\$36,221	\$37,814	\$39,534
2	\$35,356	\$36,221	\$37,814	\$39,534	\$41,260
3	\$36,221	\$37,814	\$39,534	\$41,260	\$43,111
4	\$37,814	\$39,534	\$41,260	\$43,111	\$45,813
5	\$39,534	\$41,260	\$43,111	\$45,813	\$48,273
6	\$41,260	\$43,111	\$45,813	\$48,273	\$50,982
7	\$43,111	\$45,813	\$48,273	\$50,982	\$54,669
8	\$45,813	\$48,273	\$50,982	\$54,669	\$57,496
9	\$48,273	\$50,982	\$54,669	\$57,496	\$60,448
10	\$50,982	\$54,669	\$57,496	\$60,448	\$63,644
11	\$54,669	\$57,496	\$60,448	\$63,644	\$66,565

2009-2010 Salary Schedule  
.75% Salary Increase

1	\$34,626	\$35,621	\$36,493	\$38,098	\$39,831
2	\$35,621	\$36,493	\$38,098	\$39,831	\$41,569
3	\$36,493	\$38,098	\$39,831	\$41,569	\$43,434
4	\$38,098	\$39,831	\$41,569	\$43,434	\$46,157
5	\$39,831	\$41,569	\$43,434	\$46,157	\$48,635
6	\$41,569	\$43,434	\$46,157	\$48,635	\$51,364
7	\$43,434	\$46,157	\$48,635	\$51,364	\$55,079
8	\$46,157	\$48,635	\$51,364	\$55,079	\$57,927
9	\$48,635	\$51,364	\$55,079	\$57,927	\$60,901
10	\$51,364	\$55,079	\$57,927	\$60,901	\$64,121
11	\$55,079	\$57,927	\$60,901	\$64,121	\$67,064

1. The Board will pay retirement on the above salary schedule(s) 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. In order to be compensated for degrees or credits obtained by the second semester of the current working year, teachers must notify the Superintendent and Association President of the change to take place second semester, by the first day of the opening of school. It will be the responsibility of the teacher to verify no later than January 6 that this change will definitely take place. Upon completion of these credits, all transcripts or letters of verification, must be forwarded to the Superintendent in a timely manner.

Teachers who are currently employed by Marlette Community Schools and on the MA+15 will be grand-parented and paid on the MA+20 rail without any additional credits being required.

Hours beyond the master degree will be taken from an accredited university.

A teacher who earns a BA+20 before they earn their master's degree may use up to twenty (20) graduate level credits earned past the BA toward the MA+20 after completion of the master's degree. Hours used for the master's degree cannot be used for the MA+20.

No duplicate credits may be counted toward advancement on the Salary Schedule.

Teachers may make only one degree change on the Salary Schedule at a time, without prior approval by the Superintendent, one year in advance.

**LONGEVITY PAYMENT:**

Longevity pay for 12-16 years of teacher experience will be 3% of the base salary (BA, Step 1) and for 17 or more years of teacher experience will be 5% of the base salary (BA, Step 1).

If the District chooses to place a new hire on Step 11, he/she will be eligible for longevity starting with his/her second year of employment in the District.

**B. Health Insurance:**

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. Board paid MESSA insurance benefits can not be used for the purpose of an abortion.

Effective with the 2006-2007 school year, the Marlette Community Schools will provide MESSA Choices II as the health insurance plan for its members. If an employee chooses to maintain the Supercare 1 plan, that employee will be financially responsible for the monthly difference in premium expenses between MESSA Choices II and Supercare 1, which will be deducted from the employee's pay check in 20 equal increments commencing with the first paycheck of the new school year.

The District agrees to cover the 2.7% insurance premium increase (MESSA Choices II) for the 2008-2009 school year.

For the 2009-10 School Year, the District will continue to cover the entire health insurance premium cost for MESSA Choices II as long as the annual premium does not exceed \$15,290, which is a 2.5% premium increase over the 2008-09 MESSA Choices II premium of \$14,917.

For the 2009-10 School Year, if the annual premium for the MESSA Choices II program exceeds \$15,290, the Marlette Education Association will move to the MESSA Choice 3C program which includes a \$200/\$400 Deductible and a \$10 Office Visit Co-Pay.

Once the change is made to MESSA Choices 3C program, the following will occur:

1. The District will pay the entire deductible as long as the cost of the MESSA Choices 3C program annual premium does not exceed \$14,653, which is a 5% increase from the MESSA Choices 3C 2008-09 annual premium rate. The 2008-09 annual premium for the MESSA Choices 3C was \$13,955.
2. If the MESSA Choices 3C program annual premium is \$14,654 to \$14,932, which is higher than a 5%, less than a 7% increase from the MESSA Choices 3C 2008-09 annual premium rate, the employee will be responsible for 50% of the deductible.
3. If the MESSA Choices 3C program annual premium is \$14,933 or higher, which is in excess of a 7% increase, the employee will be responsible for 100% of the deductible.

**PAK C:**

Hospitalization	Choices II (self, self & spouse, self & child, full family)*
Dental	Delta Dental Plan: E/007 Class 1-80%/Class 2-80%/Class 3-80% with \$2000 maximum; Class 4 – Orthodontics \$1300 maximum
Negotiated Life	\$40,000 AD & D
Vision	VSP 3

**PAK A:**

Hospitalization	Super care I (self, self & spouse, self & child, full family)*
Dental	Delta Dental Plan: E/007 Class 1-80%/Class 2-80%/Class 3-80% with \$2000 maximum; Class 4 – Orthodontics \$1300 maximum
Negotiated Life	\$40,000 AD & D
Vision	VSP 3

**PAK B:**

Dental	Delta Dental Plan - Class 1-100%/Class 2-90%/Class 3-90% with \$2000 maximum; Class 4 – Orthodontics \$1500 maximum
Vision	VSP 3
Negotiated Life	\$50,000 AD & D
Dependent Life	\$10,000 spouse/\$5,000 children

Cash option - The Board agrees to provide a \$1500 cash benefit for those employees choosing PAK B to be paid in twenty (20) biweekly payments commencing with the first paycheck of the new school year. In lieu of the \$1500 cash benefit, the superintendent may negotiate a cash benefit of up to one third the cost of the PAK C health care plan to encourage a member to switch his/her primary health care coverage to a spouse working outside the District. If the employee switches health care coverage to a spouse working outside the District, the employee must stay with that provider for at least the length of this contract.

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 prorated. A full-time teacher who completes his/her duties for the full school year shall receive coverage through August 30. If a teacher retires at the end of the school year, he/she may choose to make the effective date of retirement the first day of July, August or September. Health coverage would then terminate the day before the retirement effective date. No coverages will be carried beyond August 30. Should a teacher retire mid-year, health coverage would end the day preceding the effective date of retirement.

In the event of a national health program is enacted that would affect the benefits in this agreement, both parties would agree to meet and negotiate over the impact of such a program on the benefits package contained in this agreement.

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 Community Schools, at the administration's discretion, full credit on the salary schedule may be given for years of actual teaching experience in approved public or private schools in the United States, its territories, possessions, armed forces schools, or schools of equivalent standards. (Not Retroactive – Begins with the 2001-02 school year)

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 - mileage will be reimbursed at the current IRS rate.

F. Department and/or Grade Level Chairpersons:

Department and/or grade level chairpersons will be designated on a voluntary basis or may be appointed 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 high school department chairmanship shall be reimbursed at a rate of 1% of base salary 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 ninety (90) and Sixty-five Dollars (\$65) per accumulated sick day from ninety-one (91) to one hundred five (105). Total compensation in this provision shall not exceed \$2325.00 Terminal payment will only be made to those staff members with a minimum of ten (10) years of teaching experience in the Marlette Community School System. The terminal payment will only be paid once, even if a staff member resumes teaching on a part-time basis after his/her original retirement date.
- H. Association members who are required to travel between buildings will be reimbursed at a rate of \$125 per semester. This amount will be added to the employee's W-2 since the reimbursement is not for actual mileage.
- I. Each teacher will receive a \$250 supply allowance to be spent at his or her discretion. Any additional purchases must be approved by the building principal and administration.

### SCHEDULES B, C AND D

When a position becomes available, which is included in Schedules B, C, and D, the Board will post the position internally first. If there is no one interested and/or qualified, then the Board may seek outside applicants to fill the position. The Marlette Board of Education has the total discretion to determine if an individual is qualified.

### SCHEDULE B

#### COMPENSATION FOR EXTRA DUTIES

##### Varsity Football

Head	10.0%
Varsity Assistant (2)	6.0%
Head JV	6.0%
JV Assistant	4.0%
8th Grade (1)	3.0%
7th Grade (1)	3.0%
7th & 8th Grade Assistant (1)	2.0%

The assistant to be hired in the event either team's numbers exceeds 25.

##### Varsity Soccer\*

Head Varsity	10.0%
Assistant (if warranted)	6.0%

\*This contract assumes a coed team. In the eventuality of a separate boys and girls team, these percents will hold for each team separately.

##### Boys' Varsity Basketball

Head	10.0%
Junior Varsity	6.0%
Freshman Basketball	5.0%

##### Boys' Middle School Basketball

7th Grade	3.0%
8th Grade	3.0%



Varsity Track	
Boys' Coach	10.0%
Girls' Coach	10.0%
Varsity Track Assistant (if warranted)	4.0%
Middle School Track	
Boys Coach	3.0%
Girls Coach	3.0%
Varsity Baseball	
Head	10.0%
Junior Varsity	6.0%
Varsity Wrestling	
Head	10.0%
Assistant	6.0%
7th & 8th Grade	3.0%
Varsity Golf	
Head	6.0%
Junior Varsity	3.0%
Boys' & Girls' Varsity Cross Country	.5%
7th & 8th Grade Cross Country	3.0%
Girls' Varsity Basketball	
Head	10.0%
Junior Varsity	6.0%
9th Grade	5.0%
Girls' Middle School Basketball	
7th Grade	3.0%
8th Grade	3.0%
Girls' Varsity Volleyball	
Head	10.0%
JV	6.0%
9th	5.0%
8th	3.0%
7th	3.0%
Girls' Varsity Softball	
Head	10.0%
Junior Varsity	6.0%
Cheerleader Sponsors	
Head Fall	4.0%
Head Winter	6.0%
JV Fall	2.0%
JV Winter	3.0%
8th Grade	2.0%
7th Grade	2.0%

If a junior high team plays an A & B schedule, an additional 1.0% will be added to the coach's pay, or an assistant could be hired and compensated at the 1.0%.

Debate	1.0%
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Forensics	1.0%
Junior-Senior Choral Director	3.0%
Band Director Head	10.0%
Newspaper Sponsor (Not included in regular class)	3.0%
(Included in regular class)	1.0%
Yearbook	4.0%
Plays (each)	5.0%
(Musical - 2 directors at 5% each)	
Senior Coordinator	3.5%

Compensation is to be based upon the appropriate percentage of the B.A. salary schedule and the appropriate step of 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%
Math	1.0%
Science Club	1.0%
Environmental Club	1.0%
Sportsmen's Club	1.0%
Mackinaw Island trip coordinator (max. of two)	2.0%
Quiz Bowl	1.5% each semester

A minimum of 8 events and 10 practices per semester

Class Sponsors	
Senior	2.5%
Junior	2.5%
Sophomore	2.0%
Freshman	2.0%
8th Grade	1.5%
7th Grade	1.0%
6th Grade	1.0%
5th Grade	1.0%
4th Grade	1.0%
3rd Grade	1.0%
2nd Grade	1.0%
1st Grade	1.0%

Student Council	
High School	4.50%
Middle School Grades 4-6	2.50%
Middle School Grades 7-8	2.50%
Elementary School K-3	2.50%

SADD 1.0%

Industrial Art Fair 1.0%

Elementary Yearbook 1.0%

Traveling Art Show 1.5%

**Middle School Activities**

Staff participating in approved overnight class trips will be paid as follows:

Trip Coordinators	1.0% per night
Trip Chaperones/Counselors	0.5% ea (Limited to the number of teachers on staff for that grade level)

Yearbook 1.0%

Choral 2.0%

**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%
Softball	1.00%
Tennis	1.00%
Track	1.00%
Volleyball	1.00%
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 \$13.00 per hour

Curriculum/Training/Developmental Workshop Days \$75.00 per day.  
These are voluntary days (These days are days not scheduled in the agreed upon calendar.)

Conference period as substitute \$15.00 per period\*\*

\*\*A teacher taking a class of another during an assigned conference period may select to take a compensation period in place of a payment. Payment for unused compensated periods will be paid at the end of the school year.

Driver Education \$21.73 per hour

\*Future increases will be consistent with teacher salary increases.

NCA Chairpersons	\$500.00 per year
Remediation Coordinator	\$10.00 per hour
Homebound Instruction	\$13.00 per hour
Summer Library Work	\$10.00 per hour

Mileage will be paid portal to portal at the current IRS rate

Science Fair/Learning Fair/6th Grade Learning	1.0% of the BA base salary for one staff member per grade level
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Additional class teaching assignment	1/4 of BA at Teacher's Experience Level
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Summer Compensation	Compensation Time during the summer will be awarded by day as opposed to by hours.
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School Year Compensation	During the school year, JH/HS teachers will be awarded one comp hour for each 74 minute period they sub, likewise, when a JH/HS teacher uses their comp hours, they will be charged one comp hour for each 74 minute period missed. Elementary teachers will be awarded one comp hour for each 45 minute period they sub, likewise when an elementary teachers uses their comp hours, they will be charged one comp hour for each 45 minute period missed.
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Six (6) comp hours at the elementary level equates to a full day, whereas five (5) comp hours at the JH/HS level equates to a full day.

If discrepancies arise regarding the calculation of comp time, the Negotiating Team and Administration will meet to resolve the issue.

The Marlette Education Association President will be allowed to use their personal conference time, as needed, for Association business. Every effort will be made to schedule this person for their conference time during the last period of the day.

The Board will pay retirement on the above Schedule.

## APPENDIX A

### CLASS SIZE

1. Elementary
 

Kindergarten	25
Grades 1-3	25
Grades 4-6	30
Counselor	NCA Approval
Exploratory	30 – Including Social Studies/Life Skills and Science Classes, when offered in the exploratory rotation
  
2. Junior High: The Board shall strive to establish the following recommended class sizes
 

Pre-Algebra	30	Social Studies	30
Art	30	English	28
Math 7 & 8	30	Science 7 & 8	30
Physical Education	36	Band	60
Choir	60	Counselor	NCA Approval
Tech Prep	24	Exploratory	30
  
3. Senior High: The administration will make every attempt to hold to the class sizes listed below:
 

Bookkeeping	24	Art (Basic)	24
Foreign Language	30	Art (Advanced)	24
Word Processing	30	All Other Business/Computers	30
Remediation Reading	20	AP English	25
All Other English	28	Drafting	28
Other Industrial Arts	24	Music (teacher audition for approval)	Unlimited
Essentials in Math	25	All Other Math	30
Physical Education		Science Classes (General)	30
2 Teachers (same hour)	72	Science Classes (Lab)	25
3 Teachers (same hour)	100	Science classes termed as "lab" classes will consist of a minimum of six labs per trimester. Lab documentation will be provided to the building administrator at the end of each trimester if requested.	
Counselor	NCA		
Social Studies	30		
Life Management	27		
Special Education	27		
No overload pay with para-pro			
Co-Op/Work Experience			
1-22 – 1 Hour Supervision			
23-44 – 2 Hours Supervision			
45-59 – 3 Hours Supervision			

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
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## 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 MEA 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 judgment, 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 non-educator 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.



## APPENDIX D

Calendar is a negotiated item that will be agreed upon by both parties. Make-up days will be made up at the end of the school year unless mutually agreed upon by the superintendent and the association.

### 2008-09 SCHOOL CALENDAR

August 26	Teacher Professional Development & Work Day – No Students 7 <sup>th</sup> -8th Grade Orientation 7:00 – 8:30 PM Elementary Open House 5:00 – 7:00 PM
August 27	County Professional Development Day (1/2 Day) – No Students Teacher Professional Development (1/2 Day – No Students)
September 2	First Day for Students
October 16	Evening Conferences – JH / HS (3:30 - 5:30 PM) JH / HS (6:00 – 8:00 PM)
October 31	End of Marking Period I (44 Days) (Grades K-6)
November 11	Evening Conferences – Elementary (3:30 – 5:30 PM)
November 13	Evening Conferences – Elementary (3:30 – 5:30 PM) Elementary (6:00 – 8:00 PM)
November 14	End of Trimester I (54 Days) (Grades 7-12)
November 17	Teacher Professional Development Day – No Students
November 26-28	Thanksgiving Break – No Students
Dec. 22 – Jan. 2	No School – Holiday Break for Students
January 5	School Resumes for Students
January 22	End of Marking Period II (45 Days) (Grades K-6)
January 22	Evening Conferences – JH / HS (3:30 - 5:30 PM) JH / HS (6:00 – 8:00 PM)
January 23	Teacher Professional Development Day – No Students
February 16	No School – President’s Day Weekend
March 5	End of Trimester II (63 Days) (Grades 7-12)
March 6	Teacher Professional Development Day – No Students
March 10-12	Mandatory High School State Exam Dates
March 24-26	Mandatory High School State Exam Make-Up Dates
March 27	End of Marking Period III (43 Days) (Grades K-6)
April 6 – 13	Spring Break
April 14	School Resumes
April 23	Evening Conferences – JH / HS (3:30 - 5:30 PM) JH / HS (6:00 – 8:00 PM)
May 24	Graduation
May 25	No School - Memorial Day
June 5	12:00 Dismissal - Half Day Students / Half Day Records End of Marking Period IV (42.5 Days) (Grades K-6) End Trimester III (57.5 Days) (Grades 7-12)

175 Student Days (174 Full – 1 Half-Day)  
181 Staff Days Plus 8 Hours of Collaborative Planning Time  
Make-up days will start June 8, 2009