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# **AGREEMENT**

**BETWEEN**

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**MERRILL COMMUNITY SCHOOL DISTRICT**

**&**

**MERRILL EDUCATION ASSOCIATION  
(TEACHERS)**

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**2018-2019**

**MERRILL COMMUNITY SCHOOLS  
MERRILL, MICHIGAN**

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**AGREEMENT**

THIS AGREEMENT, entered into this 15<sup>th</sup> day of August, 2018, by and between the Board of Education of the Merrill Community School District of Merrill, Michigan, hereinafter called the "Board," and the Merrill Education Association, hereinafter called the "Association".

**WHEREAS**, the Board and the Association have bargained with respect to hours, wages, terms and conditions of employment, and

**WHEREAS**, the members of the teaching profession shall upon request be given an opportunity to assist in formulating programs designed to improve the educational standards, and

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

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

**ARTICLE I**

**RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined Section II of Act 379, Public Acts of 1965, for all certified personnel including classroom teachers, guidance counselors, but excluding Superintendent, principals, substitute teachers, future library technicians, and all other administrators and executive personnel. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

**ARTICLE II**

**DUES AND FEES**

- A. Responsibility of union to collect fees.

### ARTICLE III

#### TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under cover of laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reasons of his/her membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The Association and the Board agrees not to discriminate against any teacher for any reason.
  
- B. The Board and the Association specifically recognize the right of each party to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
  
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for business meetings and other meetings approved by the Board or its agent. The Administration, with the assistance of the Association President, will be the sole judge of reasonable hours. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members. Material derogatory to certain staff members or administrators, inflammatory or controversial political statements may not be posted. All material posted, or placed in the school mail system, relating to the official business of the Association shall be signed by a designated teacher organization official. The Association agrees to pay for long distance phone calls, consumable materials and any repair or damage to school property proven to have been caused by Association use.
  
- D. The Board agrees to furnish to the Association, information which it is legally entitled to, including information necessary to process a grievance. The Board and/or the Administration shall not be required to perform research or analyze functions at the request of teacher groups or the Association. The Association shall pay the reasonable cost incurred by the Board and the Administration in furnishing information requested.

**E. Least Restrictive Environment**

While the parties acknowledge that the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs as determined by an individual educational planning committee (IEPC) on an individual basis.

- A. Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited by the administration in writing to participate in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. Attendance is not mandatory if the IEPC is not held during the member's regular work day as defined by the master contract.
- B. The parties recognize the extent to which a handicapped student can participate in regular education programs and services, and whether such participation can be achieved satisfactorily, will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the handicapped student.
- C. No bargaining member will be threatened, disciplined, reprimanded, punished, discharged, or denied any professional advantage directly or indirectly by the employer, due in any way to the bargaining unit member having (1) made a written or expressed statement of a dissenting opinion at an IEPC meeting.

**2. Medically Fragile Students**

- A. Definition: For the purposes of this article, the term "school health services" shall mean any act or function constituting the "practice of medicine" within the meaning of section 17001 of the Public Health Code (MCL 333.17001).
- B. Any bargaining unit member who provides school health services shall be provided all of the following: (1) a copy of a written medical procedural authorization completed and signed by a licensed physician and the student (or the student's parent/guardian) and the completed "Request for Medical Verification of Health Status and Needs" for the student, (2) appropriate training by a licensed health professional regarding the acts or functions delegated to the bargaining unit member in the authorization and attached procedures. The Employer shall

pay all costs in connection with the training, including the time taken by the member to receive the training, calculated on a pro rate basis; and (3) all necessary supplies, if any, and a location or setting appropriate to provide the services (e.g. private when the service is personal).

- C. A bargaining unit member may refuse to perform school health services unless the authorization, medical verification, and training have been provided to the members as required in paragraph b, above.
- D. No bargaining unit member shall be required to provide school health services where to do so would cause the member to touch or view the genital area of a student.
- E. Except in an emergency situation, no bargaining unit member shall be required to provide school health services when: (1) to do so would cause the member to leave other students the member is responsible for supervising.
- F. Any bargaining unit member required to provide school health services to a student shall receive a copy of the student's multi-disciplinary evaluation team report and IEPC.
- G. The Employer shall provide and maintain liability insurance on behalf of each bargaining unit member who is required to provide school health services. Insurance coverage shall include personal liability in an amount not less than currently set forth in the Employer's insurance policies or one million dollars, whichever is greater.
- H. No bargaining unit member will be threatened, disciplined, reprimanded, punished, discharged, or denied any professional advantage, directly or indirectly by the Employer, its administrators, or representative, due in any way, to the bargaining unit member having: (1) filed a complaint under Part 8 of the Michigan Special Education Rules or with the Office of Civil Rights (OCR), U.S. Department of education; or (2) asserted his/her rights or those of a handicapped/non-handicapped student with respect to the provision of school health services as provided for in this article or by law; or (3) made a written or verbal statement of dissenting opinion at an IEPC meeting.

**ARTICLE IV**

**PROFESSIONAL COMPENSATION**

- A. The salaries for teachers covered by this Agreement are set forth in Appendix A.
- B. Any and all assignments under Schedule B are not covered by the basic tenure law, and anyone in these positions serves at the discretion of the Board on a year-to-year basis. Any teacher recommended for removal from a Schedule B position is entitled to have his/her situation reviewed and evaluated by an ad hoc committee comprised of two (2) Association representatives and three (3) Board representatives. Within four (4) weeks after the initial proposal for dismissal, the committee shall make its recommendation in writing to the Board.
- C. The school calendar shall provide for an appropriate number of teacher in-service days that will not exceed state requirements. These in-service days shall be no longer than a regular teacher work day.

For the 2018-2019 school years there will be 180 student days and 186 teacher days. On the last teacher day, all teachers are to report and will be released as soon as the teacher completes and submits an end of year checklist.

The Board may call three (3) evening meetings starting no earlier than 5:30 p.m. and ending no later than 8:00 p.m. No meeting shall be longer than two (2) hours in length. In the elementary school, these meetings will be used for two (2) parent/teacher conferences in the fall and one parent/teacher conference in the spring. At the middle school, teacher will attend a fall open house, parent teacher conference in the fall and awards ceremony in the spring. High School teachers will be required to attend a fall open house, a fall parent/teacher conference, and graduation ceremonies in the spring.

- D. A teacher engaged during the school day in negotiating on behalf of the Association with any representatives of the Board or participating in any professional grievance negotiations, shall be released from regular duties without loss of salary. The Board has the sole power of calling such a meeting if it is to be held on school time.
- E. The school calendar shall provide for one (1) or two (2) days, if requested by the Merrill Education Association during the year, for the purpose of participating in local or Region 11 meetings of the Michigan Education Association, provided the Association notifies the Board of Education by the end of the previous school year as to which day(s) these meetings will be held. These days are outside the scheduled membership days.
- F. The Merrill Education Association is allowed three (3) paid days for Association business. Two (2) additional unpaid days shall be allowed. No more than two (2) teachers will be released at one time. The Association will reimburse the school district for the cost of the substitute teachers. Three (3) days' advance notice is required.

- G. For the life of this contract, student days, hours of instruction and professional development days will meet, but not exceed State requirements.

**ARTICLE V**

**TEACHING HOURS**

- A. For the 2018-2019 school year teachers will work a continuous seven (7) hour, eight (8) minute day including at least a thirty (30) minute, duty-free lunch. In grades 7-12, teachers will teach six (6) instruction periods of no more than 58 minutes. The remaining part of the work day will be used as preparation time. All K-5 teachers will be responsible for recess duty per day to meet state requirement of seat time for students. Staff will serve their recess duty on a rotation basis and in accordance with a mutual agreed upon schedule. K-5 preparation time must be at least relatively equivalent on a weekly average basis to that of the 6-12 grade teachers. At the elementary building every effort will be made to have prep times being in 20+ increments. If unable to do this, those affected will meet with administration to come up with an acceptable agreement.

Example of 6 hour day schedule at MS/HS (7:55-2:38)

7:55-8:58	1 <sup>st</sup> Hour
9:02—10:00	2 <sup>nd</sup> Hour
10:04-11:02	3 <sup>rd</sup> Hour
11:06-12:04	4 <sup>th</sup> Hour
11:02-11:32	HS Lunch
12:38-1:36	5 <sup>th</sup> Hour
1:40-2:38	6 <sup>th</sup> Hour

If the state reduces student hours we would look at reinstating duty free recess.

1. No class shall begin prior to 7:30 a.m. nor end after 4:00 p.m. without the mutual agreement of the Board and the Association.
2. Schedules are the responsibility of the Building Principal. Changes in schedules may not be arranged without the approval of the Building Principal.
3. The teacher work day will begin ten (10) minutes later than the regularly scheduled work day on professional development days and teacher work days.
4. For the 2018-2019 school year, students will be in attendance 180 days. Teachers will work 186 days. The teacher work day will be from 7:50 a.m. to 2:58 p.m. Teachers are contracted for 1,326.8 hours a year.



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- B. Teachers will be required to attend one faculty meeting per month, unless excused for a valid reason. These meeting do not include scheduled work days. Faculty meetings will be scheduled no later than fifteen (15) minutes after the normal work day. These meetings will be no more than forty (40) minutes in length.
  - 1. The time for curriculum and/or effective schools meetings will be provided through a combination of half (1/2) day student sessions and teacher released time. Substitutes will be provided to allow teachers to attend said meetings. In no case will a teacher be required to be out of his/her classroom more than five (5) instructional days. Any curriculum and/or effective schools meetings scheduled after the teachers' work day will be on a volunteer basis.
- C. Such additional time may be used by teachers for, but not necessarily limited, to the following:
  - 1. Planning and preparing for classes.
  - 2. Evaluating pupil progress.
  - 3. Reporting said evaluations of pupil progress to the school administration and to the parents of their students.
  - 4. Furnishing essential school-related reports and information.
  - 5. Evaluating and updating curriculum and other school programs.
- D. Preparation time shall not be used or spent on any unconnected or non-school activity.
- E. Teachers scheduled in a classroom situation any time an assembly is held will attend that assembly in a supervisory capacity.

**ARTICLE VI**

**TEACHING LOADS AND ASSIGNMENTS**

- A. Elementary school teachers who will be affected by a change in grade assignment and secondary teachers who will be affected by a change in subject assignment will be consulted and notified by their Principal or Superintendent as soon as possible and prior to August 1st of the contract year.
- B. When each teacher signs his/her individual contract, the teaching assignment he/she will have during the contract period will be specified. The Board or the Administration reserves the right to assign or transfer teachers throughout the year when a temporary crisis arises not to exceed the current school year.
- C. No teacher will have more than four (4) preparations unless no reasonable alternative is available. The Board will discuss combining classes within the same teaching hour with the Association and the teacher involved prior to making a decision. Such decision shall be final unless a reasonable alternative is agreed upon.

- D. Special classes, programs, and professional development assignments when scheduled within the teacher's normal work day shall not be considered an additional preparation under this Article. Such assignments as described above shall not be of any expense to the teacher except when taken for credit.
- E. Upon the written request of the Union, the Board will discuss any future shared time programs with the Union prior to implementation.

## **ARTICLE VII**

### **TEACHING CONDITIONS**

- A. The parties agree that class size should be kept at a sound educational level within building and budget limitations.
- B. The Board shall furnish, upon request, without charge: one smock for art, home economics, industrial arts, science and vocational agriculture teachers.

The Board will also reimburse the cost of prescription safety glasses for any teacher involved in activities deemed potentially hazardous.

- C. The Board recognizes that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association.
- D. Under no conditions shall a teacher be required to drive a school vehicle. However if teacher chooses not to use the school van, the district will not pay mileage expenses.
- E. The Board, in any new building program, will include in the building program separate rest rooms for staff and students, and a combination lunchroom/lounge for staff use.
- F. In schools where cafeteria service for teachers is not available, a refrigerator may be installed and must be serviceable from existing facilities.
- G. Adequate parking facilities shall be made available to teachers for their use.
- H. Retirement will follow Federal and/or State statutes.

- I. A person retiring from Merrill Community School with at least fifteen (15) years of service will be compensated for unused sick days at a rate of fifty (\$50) dollars a day up to a maximum of seventy five (75) days. Payment of this money will be made within one month of employees last day.

## **ARTICLE VIII**

### **VACANCIES AND PROMOTIONS**

- A. Whenever a vacancy in any teaching position in the District shall occur, the Board shall publicize the same by giving written notice to the Association President within fifteen (15) calendar days and providing for appropriate posting in every school building. Teachers have fifteen (15) calendar days to apply for such position in writing after the notice is posted. Any teacher may apply for such a vacancy.
- B. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants. The Board shall be the sole judge of qualifications. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels when possible and at the discretion of the Board.
- C. Any teacher who moves into an administrative or executive position and later returns to a teaching status shall be entitled to all rights he/she may have had under this Agreement prior to such a move and given credit on the salary schedule in terms of years of experience as well as seniority credit.

Teachers who become administrators, after July 1, 1995, with six (6) or more years of teaching experience may accrue a maximum of an additional six (6) years of seniority in the bargaining unit while an administrator. Teachers with less than six (6) years may accrue a maximum number of additional years equal to the number of years of teaching.

#### After July 1, 1995

Example A: 15 years teaching plus maximum of six years administrative equals 21 years bargaining unit seniority.

Example B: Three years teaching plus ten years administrative equals six years bargaining unit seniority.

- D. The Board reserves the right to appoint a new teacher from outside the system, or an outside experienced teacher to any open position except in cases of recall from layoff.

**ARTICLE IX**

**TRANSFERS**

- A. The parties agree that involuntary transfers of teachers are to be minimized and avoided whenever possible.
- B. In the event that transfers of teachers appear to be necessary, the list of available positions within the school district shall be posted and the Administration will make every effort to honor the requested transfers.

**ARTICLE X**

**LEAVE PAY**

- A. Universal Leave
  - 1. Staff will be allotted thirteen (13) universal leave days per year.
  - 2. There are no restrictions on universal leave days.
    - a. Pre-excused universal leave will be made two days in advance and be approved by the building administrator.
    - b. The Board reserves the right to refuse pre-excused universal leave if a substitute is unavailable.
    - c. If a substitute teacher is available, a maximum of five (5) pre-excused universal leave days may be used consecutively.
  - 3. Unused universal leave days will be “rolled” into each staff member’s sick days.
    - a. Staff may accumulate no more than one hundred (100) sick days.
    - b. Any staff member that accumulates one hundred (100) sick days at the end of a school year will start the following school year at one hundred (100) sick days plus thirteen (13) universal leave days.
  - 4. Universal leave days required for an emergency (i.e. sick days, family illness, etc.) should follow district protocol as set by the Superintendent.
  - 5. Upon approval of the Building Principal and the Superintendent, a teacher may be allowed time off without pay. Fringe Benefits will terminate at the expiration of thirty (30) days leave under this clause.

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- B. If a teacher is absent because of injury or disease compensable under the Michigan Workers' Compensation Law, the teacher shall be permitted to draw from his/her accumulated sick leave allowance the difference from what he/she receives under Workers' Compensation and his/her regular net salary for the duration of the injury or illness. Since sick leave is more per diem than this amount, the financial obligation of the Board would be that number of days until the dollar value of the sick leave pay is exhausted.
- C. A sick leave bank will be established by the Board and the Merrill Education Association, hereafter referred to as the M.E.A.
1. The M.E.A. will contribute on a per-member basis to the establishment of said bank.
  2. A teacher having less than two (2) years seniority in Merrill may be allocated up to thirty (30) days per year from the bank and will not be granted more than sixty (60) days total for two (2) consecutive school years.
  3. A teacher having two (2) or more years of seniority in Merrill may be allocated up to fifty (50) days per year from the bank and will not be granted more than one hundred (100) days total for two (2) consecutive school years.
  4. Application requesting days from the bank must be made in writing to a Sick Leave Bank Committee composed of three (3) representatives of the M.E.A. and two (2) from the Administration.
  5. No one may draw from the bank unless his/her sick leave has been exhausted.
  6. No one may simultaneously draw sick leave benefits and benefits from the L.T.D. Program nor may an employee draw sick pay if they qualify for the L.T.D. program.
  7. A teacher who is eligible for L.T.D. may not draw from the Sick Bank except under the following circumstances:
    - a. The days needed up to fifty (50) to complete the teacher's tenth (10th) year to vest retirement; or
    - b. The days needed up to fifty (50) to complete the teacher's fifteenth (15th) year to vest benefits for spouse and/or dependents; or
    - c. The days needed up to fifty (50) to complete the year for purposes of retirement.

When a teacher is on L.T.D., hospitalization coverage shall continue as if the teacher had used the full allowable number of sick bank days (50).

8. Further rules and regulations will be established by the Sick Leave Bank Committee.
- D. If an employee, absent because of illness or injury, has exhausted sick leave accrual and sick leave bank, his/her hospitalization benefits will continue throughout the balance of the year.
- E. If a teacher requests sick leave, a doctor's certificate may be required when deemed necessary by the Administration. In the event of absence of a teacher for illness in excess of five (5) consecutive working days' the Administration may, at its expense, require an examination by an independent physician. Time lost for sick leave, for which the teacher is not paid, shall be based on contracted days.

## **ARTICLE XI**

### **LEAVE OF ABSENCE**

- A. Leaves of absence with pay, chargeable against the teacher's sick leave allowance, may be granted for the following reasons:
  1. A maximum of five (5) days per school year for critical illness in the immediate family. Immediate family shall be defined as spouse, children, including legal guardianship, father or mother, spouse's parents, teacher's brother or sister. Supporting evidence may be required under such circumstances.
  2. One (1) day when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care.
  3. One (1) day for attendance at the funeral service of a relative or close friend not covered in 1. and 2. above.
- B. Leaves of absence with pay, not chargeable against the teacher's sick leave allowance, shall be granted for the following:
  1. A maximum of five (5) days per school year for each death in the immediate family. Immediate family shall be defined as spouse, children, father or mother, spouse's parents, teacher's brother or sister. The five (5) days must be consecutive and the teacher must attend the funeral.
  2. A maximum of two (2) days per school year for a death of a grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, niece or nephew. The two (2) days must be consecutive and the teacher must attend the funeral. A teacher may apply for up to three (3) additional days to be deducted from his/her sick day bank. A denial of the request will not be subject to the grievance procedure.

3. A leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's salary and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty on which he would have been scheduled to work up to sixty (60) days.
4. Court appearances at the request of the Board of Education.
5. Attendance of educational conferences or conventions, with approval of the Superintendent, in the subject area in which the teacher is engaged. The number of teachers allowed to leave at any one time will be within the discretion of the Administration.
6. One (1) day to take the selective service physical examination and time necessary when held over by military authorities due to no fault of the teacher.

**C. Leave of Absence Without Pay**

1. A leave of absence, without pay, is obtained only for a special reason such as:
  - a. Poor health not covered under the sick leave provisions of Article X.
  - b. Family leave (ex. Spouse is moved for a job and employee wants to go with spouse.)
2. Sabbatical  
An employee may take a sabbatical up to one (1) year and return to the same or similar position at the beginning of a semester for only special reason such as:
  - a. Advanced study related to the teacher's academic field of study.
  - b. Study to meet eligibility requirements for a certificate other than that held by the teacher.
  - c. Study, research, or special teaching assignments (ex. Exchange teacher program or similar assignment) involving a probable advantage to the school.
  - d. Service in the Peace Corps or any program comparable.

Such leaves except medical and parent care shall require a ninety day notice. Each request for such leave is made to the Board of Education.

3. Up to one (1) school year may be taken for the care of mother, father, mother-in-law, father-in-law. At least thirty (30) days' notice must be given for such a leave. In cases of emergency, the administration may grant parent care leave without the thirty (30) day notice.
4. Leaves of absence without pay for the reason of poor health must be accompanied by a written statement from a doctor setting forth his opinion as to whether the condition of the teacher is such that the teacher is unable to carry out the teacher's regular duties at the School. The Board may require examination from another doctor concerning the condition of the teacher, at the expense of the Board of Education.
5. Leaves of absence under this provision do not exceed one (1) year, but may be renewed at the discretion of the Board.
6. Return from such leave will coincide with the beginning of a semester, and a teacher shall be assigned to the same position, if available, or a substantially equivalent position. On return from leave for study, or leave for service in the Peace Corps, Teacher Corps, and special teaching assignments, a teacher will be given the salary increases for the time spent in the manner provided in this Agreement.
7. If a teacher intends to return to work at the beginning of the first semester, a notice of intent to return to work must be received by the Superintendent not later than June 1st. If a teacher intends to return to work at the beginning of the second semester of any particular school year, a notice of intent to return to work must be filed with the Superintendent no later than December 1st.

**D. Maternity and Child Care Leave**

1. Maternity leave without sick leave pay shall be granted to any member of the bargaining unit who becomes pregnant and requests said leave. Such leave shall begin at any time, during the course of pregnancy, as verified by her doctor; and shall continue for the duration of pregnancy and post-partum recovery at which time the teacher shall return to her duties or commence an unpaid child care leave as provided below; or any pregnant teacher who continues to perform her duties until, according to her doctor, she becomes physically disabled by her pregnancy or child birth shall be entitled to utilize her accumulated sick leave benefits for the period of disability caused by a pregnancy or child birth under the terms of Article X.
3. A child care leave without pay shall be granted to any member of the bargaining unit. In the case of pregnant women, the child care leave shall commence at the conclusion of the maternity leave provided in 1. above or the conclusion of the period of disability as provided in 2. above should the teacher elect to utilize paid sick leave.



- a. If the birth of the child occurs before the end of the first semester, the child care leave shall be for the remainder of the school year, or the remainder of the school year plus one semester.
  - b. If the birth of the child occurs during the second semester, the child care leave shall be up to one year plus the balance of that semester.
  - c. Return will be made to the same or similar position only at the beginning of a semester, unless a staff vacancy occurs earlier and she is qualified to fill that position.
  - d. Other circumstances which warrant earlier re-employment may occur and these will be considered as they occur.
  - e. She will be re-employed whether she is a probationary or tenure teacher, provided she signifies during the first week of the leave that she intends to return.
- E. A teacher absent from work because of mumps, scarlet fever, pink eye, impetigo, measles, chicken pox, scabies and head lice shall suffer no diminution of compensation and shall not be charged with sick leave if it can reasonably be shown that said illness was contracted during the course of employment. Such leave to be granted only on a physician's statement that the teacher suffers from one of the above illnesses with a limit of twenty-one (21) school days.
- F. Insurance premiums will continue on a pro-rated basis of days of employment consistent with the Master Contract. In no case will fringe benefits be continued for less than one (1) month. Teachers on maternity leave may, subject to the terms of the carrier, continue the insurance payments by paying the premiums directly to the school.
- G. Teachers who are officers of the Association or are appointed to its staff may, upon proper application, be given a leave of absence for one (1) year, without pay, for the purpose of performing duties for the Association. Such teacher will be given a leave of absence only if a competent replacement can be found and will be returned only if an opening exists.
- H. Military leaves of absence for one (1) tour of duty shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States, as provided for under the Universal Military Training Act.
- I. The Board of Education may grant a leave of absence without pay only if a competent replacement can be found to any teacher to campaign for and serve in a public office of one (1) term. Such teacher shall be allowed to return to teaching duty only if an opening exists.

**ARTICLE XII**

**INSURANCE**

- A. The employer shall pay the following annual amounts towards the total cost of the MESSA Medical plans available to members inclusive of medical premium and the deductible. The remaining annual cost for the employee’s elected medical plan premiums or deductible shall be paid by the employee.

**\$6,560.52 times the number of Single Subscribers**  
**\$13,720.07 times the number of 2-person Subscribers**  
**\$17,892.36 times the number of Family Subscribers**

**These annual employer paid amounts shall adjust annually, beginning January 1<sup>st</sup>, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.**

- B. Employees who enroll in a Choices medical plan shall have all the employer Hard Cap contribution paid towards the MESSA medical plan premium.
- C. The employee’s premium contribution will be payroll deducted, in equal amounts for the 1<sup>st</sup> two pays of each month, starting with the employee’s first paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer’s “qualified Section 125 Plan” shall include all the provisions necessary for pre-tax contributions to employee’s HSA (Health Savings Account) accounts administered through HEQ (Health Equity).
- D. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA (Health Savings Account) accounts up to the maximum allowed by federal law.
- E. The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirements.
- F. The Employer will provide to the bargaining unit member one of the following PAK’s for a full twelve (12) month period for the bargaining unit member and his / her entire family.

Medical PAK A	MESSA Choices \$500 / \$1,000 \$5 OV / \$10 UC / \$25 ER Saver RX
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Medical PAK C	MESSA ABC 1 \$1,350 / \$2,700 with Health Equity HSA ABC Rx
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**MERRILL COMMUNITY SCHOOL DISTRICT & MERRILL EDUCATION ASSOCIATION**

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- G. Bargaining unit members not electing MESSA Medical PAK A or C will select MESSA PAK B, which will include Long Term Disability, Negotiated Life / AD & D, Vision, and Dental coverage through MESSA, and \$375 per month towards options, annuities, or cash.
- H. All other non-medical MESSA PAK benefits described (below, in this Article/Section/etc.) shall be fully employer paid and provided to all employees in the bargaining unit.

**Both PAK A and PAK C include:**

Long Term Disability:	66 2/3%
Maximum:	\$3000
Waiting Period:	90 Calendar Days-Modified Fill
Alcohol/Drug:	Same as any other illness
Mental/Nervous:	Same as any other illness
Soc. Sec. Offset:	Family
Own-Occupation:	2 years
Pre-Exist Condition:	Yes
COLA:	Yes
SS Freeze:	Yes
Negotiated Life:	\$20,000 with AD & D
Vision:	VSP-3
Dental:	80/80/80/50 \$1000 Annual / \$1,000 Orthodontics

**PAK B for Employees Not Electing Health Insurance:**

Long Term Disability:	66 2/3%
Maximum:	\$3000
Waiting Period:	90 Calendar Days-Modified Fill
Alcohol/Drug:	Same as any other illness
Mental/Nervous:	Same as any other illness
Soc. Sec. Offset:	Family
Own-Occupation:	2 years
Pre-Exist Condition:	Yes
COLA:	Yes
SS Freeze:	Yes
Negotiated Life:	\$20,000 with AD& D
Vision:	VSP-3
Dental:	80/80/80/50 \$1000 Annual / \$1,000 Orthodontics

**The Merrill Education Association members have agreed to move to the following MESSA ancillary coverage and will pay any additional cost difference above the current District provided ancillaries listed in letter J.**

**Members agree to pay the additional cost to PAK A, PAK B, and PAK C for the following ancillaries:**

Long Term Disability:	66 2/3%
Maximum:	\$3500
Waiting Period:	90 Calendar Days-Modified Fill
Alcohol/Drug:	Same as any other illness
Mental/Nervous:	Same as any other illness
Soc. Sec. Offset:	Primary
Own-Occupation:	2 years
Pre-Exist Condition:	Yes
COLA:	No
SS Freeze:	Yes
Negotiated Life:	\$20,000 with AD & D
Vision:	VSP-3G
Dental:	80/80/80/80 \$2000 Annual / \$2,000 Orthodontics

Part time/non full time staff will have their health insurance prorated to match the hours (percentage) of their assignment. (Example: If a staff member is employed for .6, school will only pay .6 of the contribution outlined in Article XII, Letter A

Those selecting PAK B will still receive the full \$375 per month towards options, annuities, or cash.

### ARTICLE XIII

#### TEACHER EVALUATION

- A. All monitoring of the faculty lounge, classrooms, or any teacher meeting by electronic devices shall be forbidden, unless requested in advance by the teacher.

Any security monitoring of computer labs will not be used for teacher evaluation or teacher discipline, as these systems are intended to protect the lab equipment from vandalism. If the computer lab is used as an everyday classroom, (ex. 8<sup>th</sup> grade computer class) the security monitoring will only be turned on at the teacher's request.

**MERRILL COMMUNITY SCHOOL DISTRICT & MERRILL EDUCATION ASSOCIATION**

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- B. Each teacher shall have the right, upon request and within five (5) working days to review in the presence of a supervisor, the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Such request to be made, in writing, to the Principal or Superintendent.
- C. If a teacher is reprimanded, he/she is entitled to request in writing that a member of the Association review the reasons for the reprimand with the school administrator.
- D. Involvement in extracurricular activities shall not be a factor in classroom evaluation.
- E. Prior to the first evaluation, the Board will have available in each building the criteria by which the staff will be evaluated.
- F. All evaluations shall be based upon the Teacher Evaluation Procedures in this contract.
- G. The teacher has the right to request Association representation to be present at any Individual Development Plan meeting or Individual Assistance Plan meeting. However, it is recognized that these plans cannot be grieved, as that it would violate current State Law.
- H. 5 Dimension tool will be used for teacher evaluation with teacher training provided.
  - I. Self-assessment (of lesson observed and yearly)
  - II. Goal Setting- should be developed to better enable the teacher to increase student achievement. There will be a meeting with building administrator to go over goals near the beginning of the year and near the end of the year. Goals will consist of the following:
    - Goal
    - Purpose of the goal
    - Teacher plan to accomplish the goal
    - Resources, if any needed to accomplish the goal
    - Assessment of the goal
  - III. Data Piece  
Can consist of: Standardized Test, Pre/Posttest/other mutually agreed upon.
  - IV. Classroom observation
  - V. Written evaluation

If a teacher has Highly Effective evaluations two (2) consecutive years, they have the option to opt out of their observations in the next calendar year. If teacher opts out, the best score from the previous two (2) years will be used to state for reporting purposes or layoff and recall status.

**ARTICLE XIV**

**STUDENT DISCIPLINE AND PROTECTION OF TEACHERS**

- A. Classroom discipline is basically a professional responsibility of the teacher.
- Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom when such discipline is exercised in accordance with the District policies, rules and procedures. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to assist the teacher with respect to such pupil.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense if the Board of Education feels he/she has acted in a prudent and just manner.
- D. Time lost by a teacher in connection with any incident mentioned in the Article shall not be charged against the teacher as long as the teacher was acting within the limits established by the Board.
- E. The Board will reimburse teachers in an amount not to exceed a total of Two Hundred (\$200.00) Dollars in any school year for loss or damage or destruction while on duty in the school of personal property of any kind, normally worn or brought into the school when the teacher has not been negligent and to the extent that such losses are not covered by insurance. The term "personal property" shall not cover the effects of normal wear and tear and use. Teachers who bring personal property to the school for classroom use will be reimbursed for damages or loss only if permission is received in writing from the Principal to bring such property into the school. The amount of liability accepted by the school will also be indicated in writing.
- F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if considered serious by the appropriate Administrator, if written into the Teacher's Personnel File, or if used as a basis for reprimand

- G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils' property. They shall not be individually liable except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.
- H. The Board of Education will not discipline or dismiss any teacher except for just cause.

**ARTICLE XV**

**NEGOTIATION PROCEDURES**

- A. 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 all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated. Therefore, the Board and the Merrill Education 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 subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and/or signed this Agreement.
- B. Negotiations for a new contract will commence no later than April 15, 2016.

**ARTICLE XVI**

**GRIEVANCE PROCEDURE**

**A. DEFINITION**

1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been to him/her a violation, misinterpretation or inequitable application of a specific provision of this Agreement. Except that the term grievance shall not apply if the teacher selects another method of redress, e.g., the Tenure procedure, Civil Rights Commission, MERC, or etc.
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
3. Failure at any step of this procedure by the Board or its representatives to communicate the decision on the grievance within the specified time limit shall permit the teacher or the Association to lodge an appeal to the next step of this procedure. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of that decision. All time limits in this Article may be extended by mutual consent.

4. For purposes of this Article, day shall mean calendar day, exclusive of Saturday, Sunday, legal holidays, and all other non-attendance days during the school calendar year.

**B. PROCEDURE FOR HANDLING:**

1. A teacher who feels he/she has a grievance must first take up the matter verbally with his/her principal within five (5) calendar days from when he/she became aware of the alleged grievance. Relief sought in any grievance shall be limited from the date of the first step of the grievance procedure.
2. If this fails to resolve the grievance, the teacher shall reduce the grievance to writing, specifying the section of the contract he/she alleges is violated, the events that caused the alleged violation and the remedy sought and present it to the Principal within ten (10) calendar days of when he/she became aware of the act or condition.
3. Within five (5) days of receipt of the written grievance, the Principal will arrange a conference with the view of satisfactorily resolving the grievance. At the time of the conference, the teacher may appear alone or he/she may be represented by the Association or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.
4. Within five (5) days after such conference, the Principal shall answer the grievance in writing.
5. If the grievant does not accept the Principal's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to him/her within five (5) calendar days from the date of the Principal's written decision. If the grievance arises from the action or authority higher than the Principal of the School, the Association may present such grievance at the Superintendent level within the time limit specified in Section B.1. above.
6. Within ten (10) calendar days of receipt of the written appeal, the Superintendent or his/her designated representative will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of the normal school routine and duties of the teacher.
7. Within ten (10) calendar days, the Superintendent or his/her designated representative shall answer such grievance in writing. Such answer shall be final and binding unless appealed to the next step within ten (10) days from the date of the Superintendent's written decision.



8. At the next Board meeting, the Board shall hear the grievance and shall render a decision on the grievance within ten (10) days of the hearing. The decision of the Board shall be final unless within ten (10) days of receipt of the decision of the Board, the grievant and the Association shall invoke the arbitration provision of this Article, by notifying the Board in writing.
9. At the request of the Association (not the individual teacher), the grievance may be submitted to binding arbitration before an impartial arbitrator. The parties may select an impartial arbitrator within ten (10) days. If an arbitrator is not agreed upon, the dispute may be submitted to the American Arbitration Association, who will submit a list of arbitrators. The decision of the arbitrator from the American Arbitration Association will be binding upon both parties.
10. Only one (1) grievance at a time may be taken to a particular arbitrator.
11. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for any expense of witnesses or representatives of the other party.
12. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

## **ARTICLE XVII**

### **PROFESSIONAL STUDY COMMITTEE**

- A. A Review Committee shall be established.
  1. It will be made up of four (4) members of the Association as selected by the Association.
  2. They will meet upon petition of either party; said meeting shall be mutually agreed upon during the school year with representatives of the Superintendent or his/her representative.
  3. They will meet to discuss any problems not the subject of a grievance at that time.
  4. The sole purpose of these discussions is to provide communication between the Board and the Association and to gain insights and promote understanding. It shall in no way alter this Agreement.

- B. There may be established other Professional Study Committees composed of members selected by the Board and members selected by the Association. The Professional Study Committees shall investigate such professional matters as mutually agreed upon to be beneficial to the school.
- C. The clerical expenses of such committee shall be borne by the Board. Representatives on such committee shall be excused from the performance of other work, up to five (5) hours per week, for the purpose of serving on such committee, if believed necessary by the Administration or Board.

## **ARTICLE XVIII**

### **MISCELLANEOUS PROVISIONS**

- A. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Under normal circumstances, teachers should call to report unavailability for work at least one and one-half (1/2) hours before their scheduled starting time.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher by the school, unless requested by the teacher.
- C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral or written agreement or practices are superseded by the terms of this Agreement. The parties further agree that no oral or written understandings or practice will be recognized in the future, unless committed to writing and signed by the parties as a supplement to this Agreement.
- D. Copies of this Agreement shall be sent via E-mail and printed at the discretion of the teacher. Copies will be printed for signature from both sides.
- E. If any provision or any application of this Agreement shall be found contrary to law, then to the extent of the conflict, the law shall supersede. All other provisions or applications shall continue in full force and effect.
- F. Teachers are not expected to report for work when school has been called due to inclement weather.
- G. Parties agree to negotiate in the event the current law regarding required number of school days changes.
- H. If a teacher uses three (3) or less combined sick/personal days in one school year, they will receive a \$120 stipend at the end of the school year.

**ARTICLE XIX**

**BOARD RIGHTS**

The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States. Such powers and rights shall, by way of illustration, include the right to:

1. Manage and control the school system and its property and facilities.
2. To hire all employees, subject to the provisions of the laws; to determine their qualifications and conditions of their promotion and transfer all such employees.

The exercise of the foregoing powers, rights and responsibilities of the Board and the use of judgment and discretion in connection therewith shall be limited only by the expressed and specific terms of this Agreement.

**ARTICLE XX**

**REDUCTION IN STAFF**

- A. The Board of Education will establish the educational curriculum and staffing requirements. Prior to making a reduction in staff, the Board of Education agrees to discuss the matter with the Association.
- B. Seniority shall be defined as length of service as a teacher within the Merrill School District.
  1. Seniority begins on the employee's first working day.
  2. Teachers shall be placed on the seniority list by an impartial drawing separating everyone with the same starting date.
  3. The seniority list shall be published and posted conspicuously in all buildings of the District by October 15th of each school year. Revisions and updates of the seniority list shall also be published and posted at the beginning of the second semester.

4. Seniority shall be broken for the following reasons:
    - a. If the employee quits
    - b. If the employee is legally discharged.
    - c. If the employee retires
    - d. If the employee is absent for three (3) consecutive working days without properly notifying the employer. (This includes return from sick leave and leaves of absence.)
  5. The seniority of part-time teachers shall accrue at the same rate as full-time teachers.
- C. In the event it becomes necessary to reduce the number of teachers needed, the Board shall follow the procedure listed below:
1. Teachers that are deemed ineffective by evaluation would be first to be laid off.
  2. If there are no teachers deemed ineffective than the next level would go to effective teachers. Among all effective teachers it would be determined by the total points evaluation scores (lowest laid off first) and certification.
  3. The Association will be given an opportunity to review the layoff list prior to notification to the individual teachers to be laid off. Notice will be mailed within seven (7) calendar days of Board action (not when minutes are approved).
  4. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract. Insurance premiums will continue on a pro-rated basis consistent with the Master Contract. In no case will fringe benefits be continued for less than one month. Laid off teachers may, subject to the terms of the carrier, continue the insurance benefits by paying the premiums directly to the school.
  5. Teachers who find it necessary to take additional classes to meet the qualifications shall be reimbursed the cost of tuition for the necessary classes according to the following schedule: An "A" in the class equals seventy (70%) percent reimbursement; a "B" in the class equals sixty (60%) percent reimbursement; a "C" in the class equals thirty (30%) percent reimbursement.
  6. Qualifications at all levels will be determined by highly qualified status as defined by law.
  7. Certification shall be as defined by the State Department of Education.
  8. Teachers must possess the qualifications set forth in the applications or grants of any federally or state-funded programs to be eligible to be assigned to such programs.

- D. In the event it becomes necessary to recall laid off teachers, the following procedure shall be followed:
1. Teachers shall be recalled to employment in inverse order of layoff for any position which the teacher is certified, qualifications are equal, points from last evaluation is higher and the more senior staff members has not received any more than one final "ineffective" evaluation in the past three (3) years.
  2. Employees who are notified by certified mail of recall and fail to respond within ten (10) postal days of recall notice shall be considered as resigned unless granted a time extension by the Board. (Days shall be defined as postal days.)
  3. The recall list shall be maintained by the Board for probationary and tenured teachers. It is the teacher's responsibility to keep his/her address with the Personnel Office current.
  4. This Article will conform to the Michigan Teachers Tenure Act.
  5. By mutual agreement, the Merrill Education Association and the Board of Education may deviate from the above layoff procedure for the good of the school system.
- E. Any vacancies which occur after the beginning of the semester will be filled at the discretion of the Superintendent until the end of the semester at which time the position will be considered vacant.
- F. In cases of layoff/recall, no employee shall be denied a position for which he/she is qualified to as defined by law.

**ARTICLE XXII**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2018, and shall continue in effect for one (1) year until June 30, 2019. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**MERRILL BOARD OF EDUCATION**

**MERRILL EDUCATION ASSOC.**

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**APPENDIX A**

1. For the 2018-2019 School Year

Teachers will be awarded steps on the first pay of the school year.

Beginning salary schedule for teachers will be determined by a good faith estimated fund balance by the administration.

Should the annual adopted audit call for a change in the pay scale by the approved formula below, adjustments will be made starting with the 1st payroll in January and will be retroactive to the beginning of the 2018-2019 contract.

The parties agree that the salary scale will increase by 1% if the fund balance is at 8% or higher.

OR

If the annual adopted audit identifies a fund balance below 8%, upon a successful ratification, the District agrees to provide each bargaining unit member, hired on or before September 1, 2018, a lump sum payment of \$500.00 to be made on December 14, 2018. It is understood and agreed that this is a one-time signing bonus without District obligation to provide same in the future.

**APPENDIX A, 2**

1. With the accordance with State Law, professional staff members would receive one dollar (\$1) for an evaluation of effective and two dollars (\$2) for an evaluation of highly effective for Merit Pay.
2. Adult lunch prices will follow state mandated amounts. Staff will be notified of amount at the beginning of each year.

**MERRILL COMMUNITY SCHOOL DISTRICT & MERRILL EDUCATION ASSOCIATION**

**SALARY SCHEDULE**

Step	Index	BA	BA + 20	Index	MA	MA + 20
0	1	\$32,255	\$32,900	1.0746	\$34,661	\$35,354
0.5	1.0218	\$32,958	\$33,617	1.1002	\$35,487	\$36,197
1	1.0436	\$33,661	\$34,335	1.1258	\$36,313	\$37,039
1.5	1.0654	\$34,364	\$35,052	1.1514	\$37,138	\$37,881
2	1.0872	\$35,068	\$35,769	1.177	\$37,964	\$38,723
2.5	1.1153	\$35,974	\$36,693	1.2066	\$38,919	\$39,697
3	1.1434	\$36,880	\$37,618	1.2362	\$39,874	\$40,671
3.5	1.1715	\$37,787	\$38,542	1.2658	\$40,828	\$41,645
4	1.1996	\$38,693	\$39,467	1.2954	\$41,783	\$42,619
4.5	1.2277	\$39,599	\$40,391	1.325	\$42,738	\$43,593
5	1.2558	\$40,506	\$41,316	1.3546	\$43,693	\$44,566
5.5	1.2839	\$41,412	\$42,240	1.3842	\$44,647	\$45,540
6	1.312	\$42,319	\$43,165	1.4138	\$45,602	\$46,514
6.5	1.3401	\$43,225	\$44,089	1.4434	\$46,557	\$47,488
7	1.3682	\$44,131	\$45,014	1.473	\$47,512	\$48,462
7.5	1.3963	\$45,038	\$45,938	1.5026	\$48,466	\$49,436
8	1.4244	\$45,944	\$46,863	1.5322	\$49,421	\$50,410
8.5	1.4525	\$46,850	\$47,787	1.5618	\$50,376	\$51,383
9	1.4806	\$47,757	\$48,712	1.5914	\$51,331	\$52,357
9.5	1.5087	\$48,663	\$49,636	1.6209	\$52,282	\$53,328
10	1.5368	\$49,569	\$50,561	1.6503	\$53,230	\$54,295
10.5	1.5808	\$50,989	\$52,008	1.6971	\$54,740	\$55,835
11	1.6248	\$52,408	\$53,546	1.7438	\$56,246	\$57,371
15.5	1.6573	\$53,456	\$54,525	1.7786	\$57,369	\$58,516
16	1.6898	\$54,504	\$55,595	1.8135	\$58,494	\$59,664
20.5	1.7224	\$55,556	\$56,667	1.8484	\$59,620	\$60,813
21	1.7549	\$56,604	\$57,736	1.8833	\$60,746	\$61,961
25.5	1.7711	\$57,127	\$58,269	1.9086	\$61,562	\$62,793
26	1.7873	\$57,649	\$58,802	1.9182	\$61,872	\$63,109

BA + 20 and MA + 20 are two (2%) percent more than BA and MA Salary amount.

After 15 years of service (Step 16), a longevity of four (4%) percent will be added to Step 11.  
 After 20 years of service (Step 21), a longevity of eight (8%) percent will be added to Step 11.  
 After 25 years of service (Step 26), a longevity of ten (10%) percent will be added to Step 11.

\*To be eligible for the longevity step, the teacher must complete eight (8) years of teaching in the Merrill School system.

Teachers coming into the system will be given credit for teaching experience on the Salary Schedule. As determined by the Board, this credit shall be up to the teacher's actual years of experience elsewhere.



**APPENDIX B**

Extra pay for the following duties will be determined as a percent of the beginning B.S. or B.A. salary. All extra activities must be held after school. No class time shall be given to extra duties except as provided for by the Athletic Director and/or the Building Principal.

<b><u>POSITION</u></b>	<b><u>PERCENT OF B.S. BASE</u></b>	<b><u>YEARS EXPERIENCE</u></b>
Athletic Director	14	
Assistant Athletic Director	10	
Football, Head Coach	10	(1)
	11	(2)
	12	(3)
	13	(4)
Varsity Asst. Football, Coach	6.5	(1)
	7.5	(2)
	8.5	(3)
	9.5	(4)
Head JV Football, Coach	6.5	(1)
	7.5	(2)
	8.5	(3)
	9.5	(4)
Football, J.V. Asst.	5.5	(1)
	6.5	(2)
	7.5	(3)
	8.5	(4)
Basketball, Head Coach	10	(1)
	11	(2)
	12	(3)
	13	(4)

**APPENDIX B** (Continued)

<b><u>POSITION</u></b>	<b><u>PERCENT OF B.S. BASE</u></b>	<b><u>YEARS EXPERIENCE</u></b>
Basketball, J.V. Coach	6	(1)
	7	(2)
	8	(3)
	9	(4)
Basketball, Freshman Coach	5	(1)
	6	(2)
	7	(3)
	8	(4)
Basketball, 8th Grade Coach	\$500 plus \$50 a year up to \$750 (5 years)	
Basketball, 7th Grade	\$500 plus \$50 a year up to \$750 (5 years)	
Basketball, Girls Varsity	10	(1)
	11	(2)
	12	(3)
	13	(4)
Basketball, Girls J.V.	6	(1)
	7	(2)
	8	(3)
	9	(4)
Volleyball, Girls Coach	6.5	(1)
	7.5	(2)
	8.5	(3)
	9.5	(4)
Volleyball, Girls, J.V.	6	(1)
	7	(2)
	8	(3)
	9	(4)

**APPENDIX B** (Continued)

<b><u>POSITION</u></b>	<b><u>PERCENT OF B.S. BASE</u></b>	<b><u>YEARS EXPERIENCE</u></b>
Baseball, Head Coach	7	(1)
	8	(2)
	9	(3)
	10	(4)
Baseball, J.V. Coach	5	(1)
	6	(2)
	7	(3)
	8	(4)
Softball, Girls Varsity	7	(1)
	8	(2)
	9	(3)
	10	(4)
Softball, Girls, J.V.	5	(1)
	6	(2)
	7	(3)
	8	(4)
Track, Head Coach	7	(1)
	8	(2)
	9	(3)
	10	(4)
Assistant Track Coach	4	(1)
	5	(2)
	6	(3)
	7	(4)
Assistant Track Coach	4	(1)
	5	(2)
	6	(3)
	7	(4)
Cross Country	4	(1)
	4.5	(2)
	5	(3)
	5.5	(4)

**MERRILL COMMUNITY SCHOOL DISTRICT & MERRILL EDUCATION ASSOCIATION**

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**APPENDIX B** (Continued)

<b><u>POSITION</u></b>	<b><u>PERCENT OF B.S. BASE</u></b>	<b><u>YEARS EXPERIENCE</u></b>
Golf, Head Coach	4	(1)
	4.5	(2)
	5	(3)
	5.5	(4)
Middle School Cheerleader (7th & 8th Grade)	\$500 plus \$50 a year up to \$750 (5 years)	
Yearbook Advisor H.S.	7	(1)
	8	(2)
Drama Club Director	4	(1)
	4.5	(2)
	5	(3)
H.S. Band, Extra Outside Class Activities	5	(1)
	6	(2)
	7	(3)
	8	(4)
Middle School Band, Extra Outside Class Activities	3	(1)
	4	(2)
	5	(3)
	6	(4)
11th or 12th Grade Class Advisor	3	(1)
	4	(2)
9th or 10th Grade Advisor	2	(1)
	3	(2)
Wrestling	4	(1)
	5	(2)
	6	(3)
	7	(4)

**MERRILL COMMUNITY SCHOOL DISTRICT & MERRILL EDUCATION ASSOCIATION**

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**APPENDIX B** (Continued)

<b><u>POSITION</u></b>	<b><u>PERCENT OF B.S. BASE</u></b>	<b><u>YEARS EXPERIENCE</u></b>
Middle School Student Council Advisor	\$500	plus \$50 a year up to \$750 (5 years)
Middle School Volleyball	\$500	plus \$50 a year up to \$750 (5 years)
Middle School Wrestling	\$500	plus \$50 a year up to \$750 (5 years)
Pom Pon - Basketball Season Only	2	(1)
	3	(2)
	4	(3)
Year Book - Middle School	\$500	plus \$50 a year up to \$750 (5 years)
National Honor Society	3.5	(1)
	4	(2)
	4.5	(3)
	5	(4)
SADD Advisor	3	(1)
	3.5	(2)
	4	(3)
H. S. Student Council Advisor	3	(1)
	4	(2)
Welding Advisor	4	(1)
	5	(2)
Varsity Competitive Cheer	3	(1)
	6	(2)
	7	(3)
JV Competitive Cheer	3	(1)
	4	(2)
	5	(3)
Sideline Cheer	3	(1)
	4	(2)
	5	(3)

**MERRILL COMMUNITY SCHOOL DISTRICT & MERRILL EDUCATION ASSOCIATION**

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Any person overseeing the following activities, must attend all MSAC competitions, attend the pre-planning meeting, hold at least 3 practices after school in order to receive a stipend of \$500. Minimum number of participants required to run the activity will be established at the beginning of each season by the administration.

**MSAC Academic Competitive Groups**

Forensics  
Language Arts  
Model UN  
Quiz Bowl  
Science Olympiad

These activities will also receive a stipend of \$500.

**Law Day**

Each extra class (no free period) 1/5 of pay. Extra classes shall be voluntary unless the Board has exhausted all other alternatives to fill the position.

The Athletic Director shall yearly submit recommendations to the Board of Education in regard to a pay schedule for extra work at athletic events.

Upon request, Schedule B checks for coaching positions will be paid in two (2) equal installments. One (1) shall be paid at the end of the season and the other shall be paid two (2) weeks later or when coaching duties are completed.

Teachers who have more than 25 years of retirement credit can opt to have their schedule B pay paid directly from the school rather than through a third party, such as PCMI.

The following duties, as determined by the Board, shall be paid at the rate of twenty (\$20) per hour.

1. Substitute teaching (on a voluntary basis, except one-day emergencies)
2. Band (Summer Camp)
3. Librarian
4. Before School
5. Noon Hour
6. After School
7. Weekends and Vacations

The following duties, as determined by the board, shall be paid at the rate of thirty (\$30) per Hour.

1. Homebound Teaching

**MERRILL COMMUNITY SCHOOL DISTRICT & MERRILL EDUCATION ASSOCIATION**

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Volunteer employment for curriculum studies--At the request of the administration, a teacher may volunteer for summer employment to work on curriculum studies. The teacher will be notified in writing as to the number of days and hours involved. The pay for this volunteer summer employment will be twenty (\$20) per hour.

In an emergency situation requiring the teacher to leave during the course of the regular school day when the Administration has been given no prior notice of this absence, the position shall be filled by a fellow staff member. Each staff member will be available to work in this capacity no more than two (2) unpaid class periods per year. In the elementary, not more than fifty-eight (58) minutes shall constitute a class period. These periods must be within the teacher's normal work day.

The Board will reimburse, in addition, Thirty-five (\$35) Dollars per semester hour and Twenty-five (\$25) Dollars per term hour, for each hour taken over a B.A. or B.S. Classes must be taken through a reputable institution of higher learning. Community College courses are not accepted unless prior approval from the Superintendent has been granted. Reimbursement must be requested within ninety (90) days of grade verification.

Teachers will receive extra pay during the school year for extra-curricular activities only if they have a full teaching load as is stated in Articles V and VI.

Extra-curricular activities are voluntary.

The Merrill Education Association recognizes the value of interesting its members in participating in such extra-curricular activities as riding game buses and chaperoning dances.

Payment for new positions on Schedule B will be negotiated as the position itself is adopted by the Board of Education.

All new teachers must be provided a mentor teacher for their first two (2) years. In addition teachers reassigned to a different building (that has not taught in that building) must be provided a mentor teacher for at least one (1) year. Serving as a mentor teacher shall be voluntary and the board agrees to reimburse the mentor with a \$100 stipend at the conclusion of the school year for each year.

District is holder of professional records. It is the responsibility of the teacher to furnish the School and State all professional development records for certification renewal. The school district agrees to be the holder of these records.

## School Calendar 2018-2019

1. 180 Student days with 386 minutes per day of instruction for full days and 220 minutes per  $\frac{1}{2}$  day for instruction (1,104 hours per year)
  2. 186 Teacher days at seven (7) hours and eight (8) minutes per day. (79,608 minutes a year)
    - a. The first day is a work day.
    - b. Five (5) days of professional development during the 186 calendar =  $6 \times 5 = 30$  hours of professional development.
    - c. Last day – all teachers are to report and will be released when the teacher completes and submits an end of the year check list.
  3. The elementary will have three (3) half ( $\frac{1}{2}$ ) days for Parent/Teacher conferences and the High School/Middle School will have two (2) half ( $\frac{1}{2}$ ) days for P/T conferences.
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**MERRILL COMMUNITY SCHOOL DISTRICT & MERRILL EDUCATION ASSOCIATION**

**4** Independence Day

JULY 2018						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY 2019						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**21** M.L. King Day (PD DAY)  
**18** End of 2<sup>nd</sup> marking period

Teacher Days 19 (100)  
 Student Days 18 (96)

**21 Teacher Day**  
**22 Teacher Day**  
**23 Teacher Day**  
**27 Student's 1<sup>st</sup> day**

AUGUST 2018						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Teacher Days 7 (7)  
 Student Days 4 (4)

FEBRUARY 2019						
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

**18** Presidents' Day (No School)

Teacher Days 19 (119)  
 Student Days 19 (115)

**3** No School  
**3** Labor Day

SEPTEMBER 2018						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Teacher Days 19 (26)  
 Student Days 19 (23)

MARCH 2019						
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**25-30 Spring Break**

Teacher Days 16 (135)  
 Student Days 16 (131)

**10** Columbus Day  
**26** End of 1<sup>st</sup> marking period  
**31** Halloween

OCTOBER 2018						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Teacher Days 23 (49)  
 Student Days 23 (46)

APRIL 2019						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**12** PD Day/3<sup>rd</sup> marking period  
**19** No School

Teacher Days 21 (156)  
 Student Days 20 (151)

**11** Veterans Day  
**15-16** No School  
**21** Thanksgiving Day  
**21-23** No school

NOVEMBER 2018						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Teacher Days 17 (66)  
 Student Days 17 (63)

MAY 2019						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**27** Memorial Day

Teacher Days 22 (178)  
 Student Days 22 (173)

**25** Christmas Day

DECEMBER 2018						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Teacher Days 15 (81)  
 Student Days 15 (78)

JUNE 2019						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**11** Student Last Day  
**12** Teacher Last Day

Teacher Days 8 (185)  
 Student Days 7 (180)

**SCHOOL NAME | 2018-2019 CALENDAR**

\_\_\_\_\_  
**President of Union**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**