Master Agreement
between
Marysville Public Schools District
and
St. Clair County Education Association
MEA/NEA

School Years:
2024-2025
2025-2026
2026-2027 (Wage Re-opener)

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THIS AGREEMENT entered into the November 21, 2024 by and between the Marysville Public Schools District, Marysville, Michigan, hereinafter called the "District", and the St. Clair County Education Association, MEA/NEA, hereinafter called the "Association".

ARTICLE I
RECOGNITION

A. The District hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all regular full-time and regular part-time certified teachers, counselors, librarians, diagnosticians and social workers (employed or to be employed by the District), whether or not assigned to a public school building, but excluding all full-time and part-time supervisory, executive or administrative personnel, superintendent, assistant superintendent in charge of business, principals, assistant principals, director of reading, federal program coordinator, athletic director, substitute teachers, school nurses, aides, paras, office and clerical employees, custodial employees, and all other employees not specifically included in the unit. 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 defined above.

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

ARTICLE II
DISTRICT RIGHTS

The District on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself 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.

The exercise of powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this contract and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III
TEACHER AND ASSOCIATION RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the parties agree that all teachers recognized in Article I, paragraph A shall have the right freely to join and support the Association.

B. Every teacher assigned to a building will be provided a key to the designated door(s) of his/her building. Teachers assigned keys will be responsible to reimburse the cost of a lost key, which may include the cost to re-core building locks, if necessary. Guidelines for appropriate building/equipment use will be distributed.

C. The Association and its members shall have the right to use school buildings and related facilities without charge, provided such use has been approved by the Superintendent of Schools, or his agent. It is understood that a custodian will be on duty in the building, and such use shall not interfere or interrupt normal school operations. The Association may also use the inter-school mail and the bulletin boards located in the teacher's lounge or dining room.

D. A copy of the Board agenda shall be sent to the Association representatives in each building prior to the Board meeting. A copy of the minutes, with exhibits titled, shall be sent to the Association representatives the day following the Board meeting.

E. Copies of all information concerning financial resources of the district that are official or published will be sent to the Association within one week of their receipt from governmental or public sources upon request. Two copies of budgets, amendments and allocations will be made available to the Association within one week as each item is approved by the Board.

F. All available information which is necessary to the processing of any grievance will, with the written approval of the teacher involved, be available to the Association, except information found only in the confidential file of the teacher.

G. The private and personal life of any teacher is not usually within the appropriate concern or attention of the Board.

H. Teachers shall be permitted to wear appropriate insignia, pins or other identification of membership in the association on school premises.

I. Each teacher shall have the right to review his personal file under the direction or supervision of the Superintendent of Schools who is the custodian of such files.

J. All newly hired full-time teachers shall hold a continuing certificate or at least a provisional certificate issued by the State Board of Education except State Board certified

vocational instructors. Degree teachers whose Michigan certification has lapsed, or degree teachers who hold certification in a state with which Michigan does not have reciprocity may be hired under a special permit while fulfilling Michigan requirements.

K. Meetings shall be scheduled and held monthly between the building association representatives and the building principal. The date and time for such meetings shall be scheduled by the building representatives, and mutually agreed upon by the building representatives and the building principal.

L. The Association shall have the right to purchase supplies from the District through the use of requisition forms to the Central Office of the Board of Education.

ARTICLE IV
PAYROLL DEDUCTIONS

A. This Article shall become effective the year the Association notifies the Employer of its intent to implement payroll deduction of Association dues (beginning 2025-2026 school year).

B. Any bargaining unit employee may voluntarily become a member of the Association. A member of the Association or an employee who has applied for membership may sign and deliver to the Employer a signed form authorizing the payroll deduction of dues, authorized tax-sheltered annuities, or for any other plans or programs jointly approved by the District and Association. An employee who authorizes payroll deductions under this Article may withdraw such approval at any time by written notice to the District. Upon receipt of such written notice the District shall cease withholding the deductions for which authorization has been revoked and if the revocation is for dues withholding the District shall notify the Association. If the authorization or revocation is received in a hard copy signed form or an electronically signed form provided by the Association shall be accepted and processed by the Employer.

The Employer shall process payroll deduction forms received from members within 10 (ten) days of receipt. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member under procedures administered by the Association.

Pursuant to such authorization for Association dues, the Employer shall deduct one-tenth (1/10th) of such dues, from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in the first paycheck in September and ending in June of each year.

If the payroll deduction amounts change within the course of any school year, the Association shall provide to the Employer a payroll change form for any affected member to apply within 10 (ten) days of receipt to any remaining pays per the deduction schedule defined above.

C. Upon receipt of authorized payroll deductions for Association dues the Employer shall transmit these payments to the Michigan Education Association via provided ACH within 10 days of when the payroll deductions took place. Accompanying the distribution of payments will be a report indicating the specific dues amounts attributable to each employee with the employee's name, employee ID number (if applicable), payroll ID number (if different than employee ID). The Association will provide an Excel template for the ease of reporting this information. This Association-specific report shall be provided via email to the Association within the 10-day requirement as an Excel attachment.

D. In the event of any legal action against the Employer brought in a court or administrative agency because it complied with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

   a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
   b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and
   c. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

ARTICLE V
TEACHING HOURS AND LOADS

A. No teacher shall be required to report for duty earlier than 15 minutes before the opening of the pupil's regular school day in the morning. All teachers shall be permitted to leave at the end of the pupil's regular school day, unless requested by the administrator. Unless permission is granted by the building principal, teachers shall leave no earlier than the above times.

B. Hours of kindergarten teachers shall be fixed by the Superintendent at the beginning of each semester but shall in no event be longer than the foregoing. There shall be no more than two sessions of kindergarten per day per teacher. If the teacher so requests, kindergarten classes shall have library once a week under the supervision of the teacher.

C. Teachers of grades 1-5 shall have at least five 45 consecutive minute relief periods per week, with not more than two a day. Teachers of Kindergarten, Young 5's, and ECDD shall have the same minutes of relief periods as provided for teachers 1-5.

Teachers of music, art, physical education, technology, foreign language and remedial teachers shall have 225 minutes of relief period per week. This shall include at least 45 consecutive minutes relief period per day, exclusive of travel time, four days per week.

D. All teachers shall have a duty-free uninterrupted lunch period. The school district will implement and subsidize this program. Lunch times are not counted in calculating the teacher work day.

Elementary lunch hour shall be no less than forty (40) consecutive minutes. Middle School and high school lunch hours shall be no less than 35 consecutive minutes exclusive of passing time.

Teachers of grades 7-12 may be assigned to lunch supervision provided he or they shall have a duty free uninterrupted lunch period. This time of lunch supervision will be part of his normal teaching assignment.

E. Elementary teachers of art, music, technology, foreign language and physical education shall be required to teach no more than an average of 315 minutes per day in any given week. No single day shall exceed 315 minutes.

F. The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 unassigned preparation periods. Secondary teachers (7-12) will not be required to have more than four (4) teaching preparations. Tenured teachers may volunteer for one additional subject or preparation. In cases of undue hardship the superintendent may, in his sole discretion, reduce the number of preparations. The normal weekly teaching load in the Middle School will be no more than 25 clock hours. There shall be no more than 30 teaching periods per week. Each 7th and 8th grade teacher shall have 5 unassigned preparation periods per week. Sixth grade teachers shall have preparation periods during the time their students are in classes of art, music, physical education, and during scheduled library periods, but in any case, sixth grade teachers shall not have less total unassigned preparation time per week than 7th and 8th grade teachers.

G. Beginning with the 2002-2003 school year, class loads will be:

Young 5's	Maximum 21
K-3	Maximum 27
4-5	Maximum 29
6	Maximum 30

Beginning with the 2003-2004 school year, class loads will be:

Young 5's	Maximum 20
K-3	Maximum 27
4-5	Maximum 29
6	Maximum 30

Beginning with the 2024-2025 school year, class loads will be:

Young 5's/ DK	Maximum 21
K-3	Maximum 27
4-5	Maximum 29
6	Maximum 30

H. High School and Middle School classes shall have a maximum of 30 students except for the following:

Ind. Arts	25	Drafting	25
Voc. Shops	25	Keyboarding	32
Home Ec.	25	Phys. Ed.	40
Art	30	Swimming	40
Art (6th Grade)	30	Outdoor Rec.	40
Art (7-8 Grade)	30	Lab Science	27
Office Practice	25	Study Hall	75
High School English Lab*	28	High School Chorus	75
(*as assigned by the Principal)		MMS Chorus	60
Musical Theatre	60	MMS Band/Orchestra	60
MHS Band -Unlimited		Communication Arts	30

The above stated maximums may be exceeded through the second week of the beginning of either semester; however, by the eleventh (11) student day class sizes shall be adjusted to meet the above stated maximums.

The above stated maximums may be exceeded by one if after the third week of school, it is necessary in the scheduling of a transfer student, or new student, to exceed the maximum.

I. The above class size schedule does not preclude the adoption of innovative programs at any level--the proposed program or programs to be submitted to the Professional Study Council for their consideration and recommendation to the Board.

J. Each elementary classroom shall consist of only students of the grade.

K. Full time, separate programs and facilities shall be provided for students who are emotionally disturbed, cognitively impaired and physically handicapped, if a qualified teacher can be found for the position. The Professional Study Council at its first regular meeting of the school year will appoint a committee to study and make recommendations in the area of emotionally disturbed, cognitively impaired and physically handicapped students who are "mainstreamed" into regular classrooms.

ARTICLE VI
TEACHING CONDITIONS

A. A teacher shall not be required to drive a school bus as a part of his regular assignment. It shall also not be required of a teacher to ride as a supervisor on a spectator bus.

B. The District will make available in each school, rest room and lavatory facilities for teacher use. At least one furnished room may be used as a faculty lounge. All facilities of the district shall be in compliance with the current state laws regarding use of tobacco, drugs, alcohol and controlled substances on school property.

C. Telephone facilities will be available to teachers for their reasonable use, provided, however, teachers shall not charge any personal long distance telephone calls to the District. There will be at least two separate telephone lines into each school building.

D. Vending machines for teacher use may be installed in teachers' lounges or teachers' dining rooms in the various buildings at the expense of the Association.

E. Adequate and convenient parking facilities will be made available to teachers.

F. Clerical tasks will be done by clerical help provided by the District. These tasks will be included but not limited to the following:

   a. Collecting of all money from students.
   b. Selling and collecting tickets.

G. The Board of Education will provide clerical help to implement the following:

   a. Recording of grades, activities, attendance, etc., on permanent records, official roll books, transcripts and the high school's report cards.
   b. Issuing, inspecting and assessing condition of textbooks.
   c. The teacher shall be recognized as the official record keeper of classroom attendance and grade books for classes or courses under their direct control.

H. An explanation, if requested by the teacher, will be given by the building principal within ten (10) working days when a requisition for supplies is rejected or delayed.

I. Calendar.

a. See Exhibit 1-Calendar
b. Meetings called by the administration on days designated as records days shall not exceed one in number or be longer than sixty (60) minutes.
c. Parent-Teacher Conferences for grades K-12 (first semester):

i. Starting the fall of 2001, conferences will be scheduled the second week after the end of the first marking period.
ii. Wednesday, Thursday, and Friday in the parent conference week will be A.M. half-days for all students. Parent/Teacher Conferences will be scheduled in the afternoons except for Friday afternoon which will be a no student - no teacher afternoon.
iii. All Parent/Teacher Conferences will be scheduled in 3 hour blocks of time.

The following schedules will be followed:

MHS	2 Evenings: Wednesday & Thursday
MMS	2 Evenings: Monday & Wednesday
Elementary	2 Evenings: Tuesday & Thursday

Afternoon conferences will begin at least one hour following student dismissal. Evening conferences will begin at least 1 and ¼ hours after the conclusion of afternoon conferences. Evening conferences will conclude no later than 8:00 p.m. See Exhibit 1A.If an election date falls during the week of conferences, Tuesday evening conferences will be held on Monday.

iv. Participation in the scheduled Parent/Teacher Conferences is expected for all teachers except for librarians and teachers of very small class loads - less than 15 students - are not required to attend more than one (1) evening session.

Teachers shall be compensated per Parent-Teacher Conferences rate in Schedule 6 for the time worked of the second evening Parent/Teacher Conferences upon submission of appropriate worksheet. This compensation will be paid with the 1st pay period in December.

Spring Evening Parent/Teacher Conferences may be scheduled in similar fashion, as approved by the Superintendent of Schools.

Authorization must be given by the respective principals before altering the scheduled conferences.

J. The District will provide:

a. A separate desk for each teacher with lockable drawer space. Key shall be available on request to principal. One workable and lockable filing cabinet shall be furnished if requisitioned.
b. Space for each teacher to store coats, overshoes and personal articles.
c. Whiteboard in every classroom.
d. Storage space in each classroom for instructional materials.
e. Class record books, paper, pencils, pens, erasers and other material required in daily teaching responsibility.
f. Upon request, without charge gym uniforms and swimsuits for all physical education teachers, (smocks or aprons for art, home economics, science teachers, and kindergarten teachers). A $30.00 yearly uniform allowance shall be allowed industrial arts and vocational education teachers.
g. Office copy machines, and similar machines shall be available for teacher use.
h. Individual mail boxes for each teacher.

K. The District and the Association recognize that teacher participation in extracurricular school connected activities is important and will encourage such participation. Teachers shall make every reasonable effort to attend such after school activities as requested by their principal, but such attendance shall be voluntary. All Marysville teachers, shall be granted access to home District events by showing Marysville school identification when applicable.

Elementary Open Houses will be scheduled on the first teacher "classroom preparation" day of the school year and attendance shall be voluntary. The Open House start times at each elementary will be staggered on a rotating basis from year to year.

L. The District agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number to call not later than 6:30 a.m. The teacher will provide the principal with a written explanation of any special circumstances which resulted in a late call. If a teacher is willing to take another teacher's class during his preparation period, he shall be compensated at the hourly rate established in Article XIX, Schedule 2, paragraph 15. Teachers who substitute shall be compensated no later than three (3) weeks after substituting. Substitute teachers shall be used to replace teachers of Art, Music, Physical Education, Technology and Foreign Language at the elementary level. IEPCs shall be conducted during work hours and if an IEPC is scheduled other than during preparation periods, the District shall provide a substitute when the IEPC is being

conducted. Teachers participating in the IEPC shall be those who have or have had the referred student enrolled in the classroom(s) during the present school year.

M. The cost of a physical examination, upon initial employment and at the request of the District for all teachers shall be paid by the District. When x-ray is needed to replace skin test, the cost shall be paid by the District. The District shall have the right to select the examining physician.

N. If a regular school day is canceled by the Superintendent of Schools, ("SNOW DAYS"), it will be rescheduled, without additional pay at the end of the school year following the last day of scheduled classes in June. In the event the last day of school is a rescheduled day, students will be scheduled one-half day (A.M.) and teachers will report for a full day. Should the last rescheduled non-student day fall on a Monday, teachers shall not be required to attend that day. They shall be responsible for having records turned in by the end of that day.

O. In the event present state law is changed such that public schools no longer needs to reschedule "SNOW DAYS" without financial penalty, teachers shall not be required to make up "SNOW DAYS" and they shall suffer no loss of pay for the "SNOW DAYS."

If a regular school day starting time for students is delayed due to weather, teachers' reporting time shall also be delayed in accordance with Article V. A.

P. Counselors, at all grade levels, shall have telephones in their offices.

ARTICLE VII
TRANSFERS AND ASSIGNMENTS

A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates or qualifications as established by law or Board policy.

B. Definition of "Transfer":

A "transfer" shall be defined as either a voluntary or involuntary change in (1) building assignment, (2) grade level(s) included in an assignment in DK-5, (3) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (4) Special Education assignment. Transfer awarding of vacancies shall be first governed by the language in Article VIII pertaining to vacancies. Other transfers will be governed by this Section.

The addition or deletion of preps shall not constitute a transfer. However, if (1) the change in preps occurs within 30 to 16 days before the start of a semester for students, the District shall pay the impacted teacher $500, and/or if (2) the change in preps occurs within 15 days before the start of the semester or after the semester has begun for students the District shall pay the impacted teacher $750.

a. Voluntary Transfers/Assignments:

i. A voluntary transfer is one that is initiated by the member and approved by the district. A request for a transfer may be made at any time in writing to the Personnel Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted unless the granting of the transfer is inconsistent with the contract language pertaining to the filling of vacancies or the District determines the transfer will not meet the instructional needs of the District as referenced in paragraph VIII.C.c. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. There shall be no negative consequences as a result of a bargaining member's request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

ii. By March 1st of each school year, all bargaining unit staff will be surveyed in regards to their teaching preference for the upcoming school year and subject to the provisions of this article the District will satisfy those requests when possible.

b. Involuntary Transfers/Assignments:

i. Involuntary transfers may take place to meet the instructional needs of the District as defined in Article VIII.C.c.

ii. If an involuntary transfer (as defined in Article VII, Section B) is necessary, then the person with the least seniority shall be transferred, provided the person is qualified.

iii. When reasonably possible, thirty (30) days' notice of the intention to transfer specifying the reasons for the transfer and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association.

iv. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

v. No bargaining unit employee shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State or Federal Laws unless required to comply with that statute.

C. Counselors, Head Librarian, Co-op Coordinator and other teachers who are required to work prior to the beginning and after the school year will be compensated at their regular daily rate of pay for each day worked beyond their regular contract or be given the choice of an equivalent number of paid leave days during the school year. Application for using compensatory days will require a five (5) day notice to the building principal or superintendent. Authorization or denial will be provided two (2) days after application is made. Paid leave days earned under this provision shall not be used during Parent-Teacher conferences or final exam days. A maximum of three consecutive days may be used at one time.

D. Teachers may apply for a position exchange to another grade level or subject area for which they are certified and qualified. Teachers shall apply in writing to the Superintendent of Schools prior to March 15 for the following year. The exchange will be for one (1) year unless mutually agreed upon by the building principals, and the teachers involved. The Superintendent will notify the parties by July 1 of the decision regarding assignment for the following school year.

E. Any teacher interested in filling a Schedule 3 or Schedule 4 position for the following school year must provide written notice of such interest to the Superintendent of Schools no later than April 1 of each year. The District will provide a written response to the teacher upon receipt of such notice of interest.

The District will contact bargaining unit members to give them the opportunity to express interest in Schedule 2, No. 6 positions (athletic event activities).

Teachers performing duties under compensation Schedules 2 and 3 shall be notified no later than the day following the July Board of Education meeting if their duties will not be continued for the next school year.

Driver Education teachers performing duties under compensation Schedule 4 shall be notified no later than the day following the May board of Education meeting if their duties will not be continued for the summer program.

Employment under Schedule 2, 3, and 4 is non tenure.

ARTICLE VIII
VACANCIES AND DISPLACEMENTS

A. Definition of "Vacancy":
A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days. A definition of a vacancy shall not include any of the following: a position the District has determined it will not be filling; any changes in an assignment due to schedule changes or class load demand.
Any vacancy that occurs after March 1 of the school year shall be considered a Temporary Vacancy and may be filled temporarily for that school year only. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

B. Notification (Posting) of Vacancies and Application:
Whenever any vacancy, grade level, building, subject area, or newly created position in any professional area in the District shall occur, the District shall give prompt written notice to the Association and post a dated notice for the filing of letters of interest. Such notice shall be sent out to bargaining members via district email, and posted on the District website for not less than ten (10) calendar days prior to the closing date for filing the applications. Vacancies at the Elementary level will be posted by grade level and building.
In the event a vacancy occurs during the summer, said notices shall be emailed to all bargaining unit employees via district email as follows: as to vacancies which occur in June or July fifteen (15) calendar days prior to the closing date for filing the applications

and as to vacancies that occur in August 5 calendar days before the closing date for filing applications.

Bargaining unit employees may apply for such positions, for which they are certified and qualified, by submitting an e-mail of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

C. Awarding of Vacancies:

Internal qualified applicants shall be considered for a vacancy for which they apply along with any external candidates. Subject to Section 3 immediately below, awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees apply or meet the criteria outlined in this Section.

"Most Qualified" shall be determined as follows:

a. Applicants who are considered for the vacancy must have year-end evaluations rated as effective for four years preceding the vacancy within the District. The District shall have the discretion to waive this requirement.
b. In the event two (2) or more applicants are tied for the qualification determinations outlined above, the position subject to paragraph 3 immediately below will be awarded to the most senior applicant based on years of service within the district. A year of service is defined as one (1) year of service within the bargaining unit.
c. The District may elect to award a vacancy to a less senior applicant or to an outside applicant based upon the instructional needs of the District. Instructional needs of the District shall mean the ability of the District to place qualified teachers in its classrooms in order to provide quality instruction to meet student instructional demands. For example, if the highest seniority qualified applicant is a teacher in a position that will be difficult or impossible to fill with a qualified teacher (e.g. special education position) the District may pass over the most senior qualified applicant after complying with the following procedures:
    i. The District must determine it may be necessary to pass over the most senior qualified teacher to meet the instructional demands of the District. If the reason the District determines it may have to pass over the most senior qualified teacher is because that teacher's position will be difficult or impossible to fill, the District shall immediately attempt in good faith to hire a qualified teacher to fill the position which would be difficult or impossible to fill.
    ii. If the District is unable to hire a qualified applicant to fill the vacancy which would be created by awarding the position to the most senior, qualified applicant who is in a position the District cannot fill or for any other reason it intends to pass over the most senior, qualified applicant, the District shall meet with the Association to discuss all potential solutions. If no solution is reached, the District shall have the right to deny highest

seniority qualified applicant the vacancy. The decision made by the District shall not be subject to the grievance procedure beyond the Board of Education level.

ARTICLE IX
TEACHER EVALUATION

Article IX: Teacher Evaluations. The parties have agreed upon the following rigorous, transparent and fair evaluation systems as outlined below:

A. Beginning with the 2024-25 school year, the 5D+ Rubric for Instructional Growth and Teacher Evaluation will be used for teacher evaluation. If the MDE should remove the 5D+ from the list of approved observation tools for the teachers, then the District and MEA shall negotiate the selection of a suitable replacement tool as identified below:
    a. specific performance goals will be developed by the school administrator(s) in consultation with the teacher to improve their effectiveness in the upcoming school year.
    b. an evaluation of the teacher's job performance with timely and constructive feedback.
    c. clear approaches to measuring student growth with relevant data on student growth.
    d. multiple rating categories that take into account student growth and assessment data or student learning objective metric that have been negotiated with the Association.
    e. Teacher evaluations will consist of a blend of Observational Data (based on objective criteria utilized by the district evaluation tool) and Student Growth Metrics (based on school wide data defined below)
        i. Observational Data will comprise 80% of the year-end evaluation.
            1. Observational Data must be based on objective criteria that are specifically identified by the district evaluation tool.
        ii. Student Growth Data will comprise 20% of the year-end evaluation as negotiated with the Association.
            1. All bargaining members, district wide will share a single rating for the Student Growth Data score on their year-end evaluation. The overall single rating will be calculated out of 6 points, with 2 points for elementary (Reading & Mathematics), 2 points for middle school (Reading & Mathematics), and 2 points for high school (Reading and Writing & Mathematics). Growth points for each level will be determined by the sum of the total observed growth.

2. Elementary (K-5) Growth Data will be based on an elementary-wide aggregate of observed growth measurement from NWEA pre (Fall) and post (Spring) data for both Reading and Mathematics. The two points for elementary are as follows; Reading (1pt) and Mathematics (1pt). If the sum of the total observed growth is greater than zero, a point will be awarded. If the sum of the total is zero or less, no point will be awarded.
3. Middle (6-8) School Growth Data will be based on a building-wide aggregate of observed growth measurement from NWEA pre (Fall) and post (Spring) data for both Reading and Mathematics. The two points for middle school are as follows; Reading (1pt) and Mathematics (1pt). If the sum of the total observed growth is greater than zero, a point will be awarded. If the sum of the total is zero or less, no point will be awarded.
4. High (9-12) School Growth Data will be based on a building wide aggregate of growth measurement Reading and Writing (PSAT 9 to PSAT 10 for the current 11th-grade cohort and PSAT10 to SAT for the current 12th-grade cohort) and Mathematics (PSAT 9 to PSAT 10 for the current 11th-grade cohort and PSAT10 to SAT for the current 12th-grade cohort). The two points for high school are as follows; Reading and Writing (1pt) and Mathematics (1pt). If the sum of the total observed growth is greater than zero, a point will be awarded. If the sum of the total is zero or less, no point will be awarded.

iii. With the approval of the building administrator, the teacher shall be allowed to eliminate data attributable to students who have excessive absences (a student who is truant or a student who has accumulated 10 or more absences per semester in that class), are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.

iv. All bargaining members, district wide, will be deemed "Distinguished" if growth is demonstrated on five or six of the six aggregate scores calculated in Reading and Mathematics. Teachers will be deemed "Proficient" if growth is demonstrated on three or four of the six aggregate scores calculated in Reading and Mathematics. Teachers will be deemed "Basic" if growth is demonstrated on one or two of the six aggregate scores calculated in Reading and Mathematics. Teachers will be deemed "unsatisfactory" if growth is not demonstrated on any of the six aggregate scores calculated in Reading and Mathematics.

B. Process: The negotiated Performance Evaluation system, Post Observation Feedback will be found in Pivot.
    a. The building administrator responsible for the teacher's performance evaluation shall conduct at least one of the observations. Other observations may be conducted by trained observers (Principals, Assistant Principals, Athletic Directors, Special Education Administrator) in the use of 5D+. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
        i. Teachers carrying a special education caseload may be evaluated by the special education administrator per teacher request, if approved by the building administrator.
        ii. Unless there are extenuating circumstances (e.g. late hire date, leave of absence, medical leave, FMLA), the teacher shall be notified no later than September 30 of each year that they are being evaluated and by whom.
        iii. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
        iv. The observation must include a review of pupil engagement in the lesson that is observed.
        v. The observation shall be no less than 15 minutes but does not have to be for an entire class period.
        vi. There must be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated. One observation may be unscheduled and all others must be scheduled.
        vii. Feedback on both 1.c and 1.d will be discussed during the post-observation meeting after each observation between the administrator conducting the observation and the teacher. The administrator shall endeavor to conduct the post-observation meeting not later than 10 school days after the observation has occurred. Within 30 calendar days after each observation, the teacher shall be provided with written feedback utilizing Pivot or other written format.
        viii. There shall be at least 2 classroom observations for non-probationary staff during their designated observation year(s). The post observation meeting will have to take place before another observation can occur. At least one observation will be completed in the first semester and at least one observation will be completed in the second semester.
        ix. For probationary staff and teachers on an IDP, there will be at least 3 classroom observations. The post observation meeting will have to take place before another observation can occur. At least one observation will be completed in the first semester and at least one observation will be

completed in the second semester. For any staff member hired in the second semester, all required observations will be conducted in that semester.

x. It is not the practice of the district to conduct observations on holidays, the day before a holiday break or the day that students return from a break, unless mutually agreed upon by the teacher and designated observer in the event of extenuating circumstances.

b. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

i. The "Effectiveness Rating: Aggregate Professional Practice" score shall be determined. Within the 5D+ Rubric:

1. For each indicator, a mark of "unsatisfactory" shall receive 1 point, a mark of "basic" shall receive 2 points, a mark of "proficient" shall receive 3 points, and a mark of "distinguished" shall receive 4 points.
2. The "Effectiveness Rating: Aggregate Professional Practice" score is determined as a numeric average of the scores for each of the 6 dimensions.

ii. The agreed upon 5D+ data assessment tool shall be used to determine student growth score by using the following scale: a mark of "unsatisfactory" shall receive 1 point, a mark of "basic" shall receive 2 points, a mark of "proficient" shall receive 3 points, and a mark of "distinguished" shall receive 4 points.

iii. A teacher's final year-end rating shall be determined by a weighted average of 80% "Effectiveness Rating: Aggregate Professional Practice" and 20% student growth score. For example, a teacher who has an aggregate professional practice score of 2.75 and a student growth data score of 3 would receive a final year-end rating of 2.80 because (.80*2.75) + (0.20*3) = 2.80

iv. A teacher's final year-end rating shall be "effective" for total scores greater than or equal to 2.5, "developing" for scores greater than or equal to 1.5 and less than 2.5, and "needing support" for scores less than 1.5.

v. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher prior to the last three school days. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

vi. A teacher rated "distinguished" or "effective" on the 5D+ model will have an overall rating as reported to the state as "effective." A teacher rated "minimally effective" on the 5D+ model will have an overall rating

reported to the state as "developing". A teacher rated "ineffective" on the 5D+ model will have an overall rating reported to the state as "needing support".

c. Teachers who work less than 60 days in any school year, or have extenuating circumstances and the teacher and building administrator agree to designate the teacher as unevaluated because of extenuating circumstances, or who have their evaluation results vacated through the grievance procedure, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

d. Beginning with the 24/25 school year non-probationary teachers receiving an overall rating of 3.4 or higher on the last three-year end evaluations in Marysville will be evaluated on a triennial basis.
Note: Non-probationary teachers who have established a "Triennial" cycle will continue to be evaluated triennially so long as their year end evaluation scores remain at a 3.4 or higher. If their year end evaluation is between a 3.0 and less than 3.4 they will move to a "Biennial" cycle.

Beginning with the 25/26 school year non probationary teachers with a final rating 3.0 or higher on the last three year end evaluations in Marysville will be evaluated on a biennial basis.
Note: Non probationary teachers who have established a "Biennial" cycle will continue to be evaluated biennially so long as their year end evaluation scores remain between a 3.0 and less than 3.4. If their year end evaluation is 3.4 or higher they will move to a "Triennial" cycle.

Non probationary teachers with a final rating of less than 3.0 will be evaluated annually.
All non probationary teachers who were not evaluated in the 23/24 school year will be evaluated in the 24/25 school year and will be evaluated on a triennial basis so long as their final rating continues to be 3.4 or higher.

e. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (i.e. received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:
    i. specific performance goals that will be used to assist in improving effectiveness for the next school year developed by the building administrator in consultation with the teacher.

ii. Any training identified by the building administrator in consultation with the teacher will be provided by the district to assist the teacher in meeting the goals of the IDP.

iii. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than the end of February, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP

iv. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

f. A teacher who is rated "ineffective" or "needing support" on 3 consecutive year end evaluations shall be dismissed from their employment with the district.

i. If a written evaluation is not provided, the teacher is deemed "effective" for that school year. This shall not apply to a teacher who has been employed by the district for less than 60 days.

ii. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.

iii. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Non-Probationary Teachers:

a. A non-probationary teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

i. The teacher may request a review of the evaluation and the rating to the district's superintendent or designee. Such requests must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent or designee shall be held no later than five (5) business days after receipt of the request for review. A written response to the request for review with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the receipt of the request for review.

ii. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

1. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.

2. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

b. A teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XV.

D. Training on evaluation system, tools, and reporting forms:

E. By September 30th, the district will provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system who have not been previously trained, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

F. Each administrator conducts an evaluation shall be trained set forth in MCL 380.1249.

ARTICLE X
PROTECTION OF TEACHERS/STUDENT DISCIPLINE

A. Student discipline is the mutual responsibility of the teachers and the building administrator. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the District recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The teacher recognizes the District's right to adopt policies, rules and regulations in regard to the establishment and maintenance of discipline in the school. The teacher agrees to support such policies, rules, and regulations. The teacher recognizes that this joint recognition between the teachers and the District will result in the most effective and efficient method of the operation and conduct of the schools.

B. It is agreed that each teacher shall initially be responsible for classroom discipline. When a discipline problem is such that the teacher cannot carry out the normal lesson plan, the teacher may temporarily send a student to the appropriate building administrative office. The teacher shall furnish the office, as promptly as possible, a brief summary of what the student did, and what action has been taken thus far. The principal shall then communicate with the teacher prior to returning the student to the classroom. In the post communication review, the teacher and administrator will document the incident and how it was handled within one school day.

C. In the case of disciplinary action of a student, the administrator may make contact with the parents or guardian or request the teacher to make such a contact, or decide that no contact need be made and also take whatever other actions he/she deems necessary. The teacher shall keep a log in instances where a student's disruptive behavior seems

persistent. In support of the teacher, the log may be used by the administrator when further discipline, including either suspension or expulsion, is taken by the District.

a. When a teacher is in communication with a parent or guardian and this person is nonresponsive, combative and/or unwilling to work with the teacher in the disciplining of the student, the teacher shall advise the appropriate building administrators in writing as to the teacher's actions in dealing with the disciplinary manner. The administrator will contact the parent or guardian and assume responsibility for the disciplinary action. The administrator shall inform the teacher of the action taken. This support from the administration shall continue as required for additional disciplinary issues.

D. Any case of assault upon a teacher shall be promptly reported by the principal to the District or its designated representatives. The District will provide legal counsel for consultation to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

E. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

F. Promotion or retention of the pupil in a grade or class shall be made by the teacher with the approval of the principal and Superintendent of Schools. No student's grades shall be changed without the knowledge of the teacher. If the teacher does not concur to the grade being changed, the teacher may submit a statement of opposition to be included in the student's official record. Because the Michigan School Law places final authority to classify and to control the promotion of pupils in the Superintendent of Schools, the Superintendent may be expected to assist with unusual or contested cases.

G. Assaults & Property Loss/Damage: Any case of assault upon a bargaining unit employee shall be promptly reported to the Employer and an incident report filed. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. The Employer will provide legal counsel to the bargaining unit employee to advise the bargaining unit employee of their rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities. The Employer shall reimburse any bargaining unit employee, for the cost, during the course of one (1) school fiscal year for damages to or destruction or loss of the bargaining unit employee's personal property if caused by interaction with a student, provided such damage, destruction or loss occurred on school premises or while on a school-sponsored activity and was not occasioned by the negligence of the bargaining unit employee.

a. Teachers have every right to defend themselves in the case of physical assault, and to expect prompt and adequate measures to be taken in such cases to the

extent of the District's legal authority to act. Use of physical force to restrain a student or stop a fight is permissible in accordance with legislation. *The Board shall permanently expel a student if the student commits a physical assault, as defined by MCL 380.1311a (12)(B)38, against a District employee or against a person engaged as a volunteer or contractor for the District, on school property, on a school bus or other school related vehicle, or at a school-sponsored activity or event.*

b. The District 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 who is found to have threatened a teacher shall be subject to discipline and/or reported to the authorities. For the purpose of this policy, "threat of assault" shall be defined as any willful physical, verbal, written, or electronically transmitted threat to inflict injury upon another person, under such circumstances that create a reasonable fear of imminent injury.

c. Where a teacher is injured while on duty, where appropriate, the matter will be referred to the district's workers' compensation carrier to process the claim. In the case of an assault upon a teacher or an injury that occurs during the work day, the teacher will not be charged from their leave bank should they need to seek medical treatment as provided by the district.

    i. Any student in grade 5 or below who commits a verbal or physical assault at school against a District employee or against a person engaged as a volunteer or contractor for the District shall be removed from the classroom, have their parent/guardian notified, and further disciplinary action may occur following an investigation by district staff. Further, this process shall not apply to a student with a disability (as defined in the Individuals with Disabilities Education Act and applicable Michigan law) if the assault is determined to be a manifestation of the student's disability or if suspension or expulsion is not permitted by law.

    ii. Any student in grade 6 or above who commits a verbal assault or makes a threat, against a person employed by or engaged as a volunteer or contractor by the District and the verbal assault is reported to the school board, the District Superintendent, or building principal, may be suspended or expelled from school for a period of time to be determined in the discretion of the School Board or its designee. Provided, prior to determining discipline, students shall be afforded due process required by law including the right to a hearing if the discipline may exceed 10 days. Further, this section shall not apply to a student with a disability (as defined in the Individuals with Disabilities Education Act and applicable

Michigan law) if the verbal assault is determined to be a manifestation of the student's disability or if suspension or expulsion is not permitted by law.

iii. Any student in grade 6 or above who commits a physical assault as defined by MCL 380.1310.(3)(b) at school as defined by MCL 380.1310.(3)(a) against a person employed by or engaged as a volunteer or contractor by the District and the physical assault is reported to the school board, the District Superintendent, or building principal, shall be permanently expelled from the District, subject to potential reinstatement as required by the Revised School Code. Provided, prior to determining discipline, students shall be afforded due process required by law including the right to a hearing if the discipline may exceed 10 days. Further, this section shall not apply to a student with a disability (as defined in the Individuals with Disabilities Education Act and applicable Michigan law) if the physical assault is determined to be a manifestation of the student's disability or if suspension or expulsion is not permitted by law.

H. SNAP Suspensions: A teacher may impose a SNAP suspension consistent with board policy.

I. Promotion or retention of the pupil in a grade or class shall be made by the teacher with the approval of principal and Superintendent of Schools. No student's grades shall be changed without the knowledge of the teacher. If the teacher does not concur to the grade being changed, the teacher may submit a statement of opposition to be included in the student's official record.

Because the Michigan School Law places final authority to classify and to control the promotion of pupils in the Superintendent of Schools, the Superintendent may be expected to assist with unusual or contested cases.

ARTICLE XI
LEAVE–PERSONAL ILLNESS, BUSINESS AND CHILDBIRTH

A. Sick days without loss of pay shall accrue at the rate of one and three-tenths (1.3) days per month or thirteen (13) days per year for all regularly-employed teachers under contract. The accrual for the school year will normally be credited to the teacher's account at the beginning of each school year in September. Such sick days without loss of pay may be taken for the reasons cited in paragraph D below. If a teacher is paid for any credited sick leave days which have not accrued to his benefit and terminates his employment with the District, he shall repay to the District all moneys received for all

such unaccrued sick leave. The District reserves the right to require a doctor's report on sick leaves longer than five (5) school days duration: Provided, however, if one-fourth (1/4) or more of the teachers report in sick on any one school day, the District may require doctors' reports from said teachers.

B. All unused sick leave allowance days at the end of the school year are placed in each teacher's accumulative sick leave bank. A teacher may accumulate up to 307 days. Each teacher under contract shall be notified during the month of September of how many days of personal sick leave to date have been accumulated in his sick leave bank.

   Teachers with over one hundred twenty (120) sick days may sell up to ten (10) of those days back to the District. An individual must maintain at least 120 sick days after the buy-back. The buy-back rate will be the current daily rate of pay for substitute teachers.

   If an annual amount exceeds the annual cap, then teachers who want to sell back days will be limited to fewer than ten (10) days. The buy-back opportunity will be between June 1 and June 15 of each year with a payout by June 30 and shall be requested on a form provided by the District.

C. At the beginning of the school year the District shall contribute 120 days to a general sick leave bank, to be administered by the District at the Superintendent's level or by his/her designee. Said 120 days shall be non-cumulative. Upon the District's determination, it may allow a maximum of twenty (20) days to a teacher who has been employed for more than two years and 10 (ten) days to a teacher during his/her first two years of employment who has exhausted his/her personal sick leave, including all accumulated sick leave, provided there are sufficient days available in the bank. A teacher may request and be granted only those days as needed, and only for documented disability/illness days. Days drawn from the bank will be used exclusively for leaves of absence as defined in Section D.1 of this Article. The Association and the Administration will review the sick bank requests and usage at the end of the school year. Upon mutual agreement, the parties may give recommendation for changes.

D. Leave of absence with pay:
   a. Leave chargeable to personal sick leave bank:
      i. Personal illness and/or disability;
      ii. Illness in the immediate family (9 days per year); Superintendent may authorize additional days or additional persons (Section D.a.v) in cases of unusual hardship;
      iii. Death in the immediate family;
      iv. Time when emergency illness in immediate family requires a teacher to make arrangements for necessary medical or nursing care;
      v. Matters of illness not listed above, (Immediate family, natural or step, shall be interpreted as father, mother, father-in-law, mother-in-law, former

legal guardian, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, spouse, child, grandchild, grandparents, or any family member living within the same household);

vi. Childbirth - Leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

vii. One (1) day, the day of the funeral, is allowed in the case of the employee's uncle, aunt, nephew, or niece.

b. Business leave chargeable to personal sick leave bank:

i. A maximum of three (3) business days, without review, (non-cumulative) will be allowed annually without loss of pay, chargeable against sick days, for business and family obligations that cannot be made outside the regular school day. Not more than six (6) teachers will be approved for a business leave on any day for the 2015-2016 school year. Not more than seven (7) teachers will be approved for a business leave on any day for the 2016-2017 school year.

ii. Business days may be used for such things as court appearances, family illness, attending graduation exercises of children and attending funerals of relatives and close personal friends, providing that arrangements are made with the school principal five (5) days in advance of the anticipated absence. (The five days advance notice is not required for funerals or family illness.)

iii. Except for funerals of relatives or close personal friends, the last working day before or the first working day after a holiday or vacation, and the first student day of the school year, will not be recognized by the District as a business day. This condition may be waived by the Superintendent of Schools when unusual or emergency situations occur.

iv. Business days will not be used to excuse the teacher from parent-teacher conferences or student examination days. If an emergency arises, the Superintendent, at his sole discretion, may authorize the leave.

v. Routine doctor and dentist appointments are to be scheduled on the teacher's own time. Emergency doctor and dentist appointments will be deducted from sick leave.

c. Leaves of absence not chargeable to personal sick leave bank:

i. Jury Duty (District to make up difference in pay).

ii. Court appearance as a witness if subpoenaed (District to make up difference in pay).

iii. Teachers absent because of mumps, measles, scarlet fever, chicken pox, conjunctivitis (pink eye – with doctor's note), or head lice shall not suffer loss of personal leave or salary.

iv. Line-of-duty accidents that qualify for Workers Compensation benefits. The District shall make up the difference between the regular salary and the compensation payments for a maximum period of thirty-three (33) weeks for any one injury.

v. Attendance at official M.E.A. meetings by the Association for a total of 16 days. An additional five (5) days may be purchased by the MEA at the rate of actual cost to the District for supplying a substitute teacher.

vi. Visitations of other public schools to raise the level of teaching or in-service training, with the approval of the building principal.

vii. Field trips with the approval of the building principal.

d. Family leave act sections in this article will conform to the law.

E. Leave of absence without pay.

a. A maximum of five (5) business days may be allowed with loss of pay.

ARTICLE XII
LEAVES OF ABSENCE

A. Leave without pay will be granted, after two years with the system, up to one year to any teacher who joins the Peace Corps, Job Corps, Teacher Corps, Foreign Teacher Exchange Program, Intern Program, or Graduate Assistant Program. Upon return from such leave, the teacher will be placed at the same position on the salary schedule as he would have been had he taught in the District during such period, with a limit of one increment. Application for such leave shall be made by March 1st of the current school year. Any application received after the March 1st date will be considered for approval by the Superintendent of Schools.

B. Leave of absence may be granted to teachers to explore an alternative career, or for other personal reasons. Leave, if approved, will be without pay, fringe benefits, or step on the salary schedule. Seniority will accrue during the period of leave. Application for such leave shall be made by February 1, of the current school year unless approved by the Superintendent - rejections of leave request beyond February 1 of the current school year shall not be subject to the grievance procedure of this contract.

C. Upon application, the District may grant a child care leave. The child care leave, if approved, will be without pay or fringe benefits. If the teacher works more than half of the school year, an increment on the salary schedule will be granted.

D. Upon application the District may grant to any teacher contemplating adopting a child a leave of absence.

E. Medical leave, without pay, shall be granted to teachers who have been employed in the local school system two years or more, if recommended by a doctor in writing. Such leave shall not exceed one (1) year plus the balance of the unfinished year. The standing on the salary schedule will not change for the teacher. If the teacher has completed one semester or more of the year, one increment will be granted.
The District agrees to continue to provide health insurance and life insurance benefits by payment of premiums therefore as provided in Article XVIII of this Agreement for the duration of said leave.

F. Military Leave
   a. Call to active duty for training members of the Armed Forces on reserve status.
      i. Period of Leave-Leave of Absence shall be granted for a period not to exceed 2 weeks (exclusive of authorized travel time).
      ii. Adjustment in Salary - If the pay received for the Service (excluding travel allowance) exceeds contractual salary of the teacher, no adjustment in pay will be made. If the pay is less than the contractual salary of the teacher for the period of service involved, an adjustment will be made as follows: The teacher shall be paid the difference between the Service pay and the contractual salary for the period of service, but the amount paid--the teacher plus the substitute teacher pay--shall not exceed his contractual salary or the period of service.
   b. Active Duty
      i. Any teacher of the Marysville Public Schools who may be conscripted into the defense forces of the United States for service or training, shall make application for military leave and, as qualified below, shall be reinstated to his position in this school system with full credit including the annual increment under the salary schedule. Said application for reinstatement shall be made within ninety (90) days from the date of said release or discharge.
      Re-employment of school teachers honorably discharged or released from military service:
      Any teacher who has left or leaves a teaching position, other than a temporary teaching position, and who upon termination of such (1) received an honorable discharge from the armed forces; (2) is still qualified and competent to perform the duties of such teaching position; and (3) makes application to said school district for re-employment within ninety (90) days after he is relieved from such military service shall be restored at the beginning of the semester or term following the application to such teaching position or to a position of like nature, seniority status,

and pay unless circumstances have so changed as to make it impossible or unreasonable to do so.

ii. A husband or wife of a person leaving for active military duty may be granted a leave of absence for one (1) year without pay. Teachers while on this leave shall be credited with one experience increment on the salary schedule.

G. General Regulation Affecting Leave of Absence

a. Leave of absence--extension
A leave of absence may be extended at the discretion of the Board.

b. Application for Return
Application for Return from Leave of absence shall be filed with the Superintendent of Schools not later than the end of the first semester preceding the August or September in which he wishes to return.

c. Conditions for Return

i. Qualifications
Competent proof must be given to the Board that the teacher applying for return from medical leave of absence is competent and qualified to perform the duties of a teaching position for which application is made.

ii. Policy and Intent
It is the intent and it shall be the policy of the Board to return a teacher on leave of absence to the same position or a position of like nature, status, and pay.

iii. A teacher who returns from a childbirth or medical leave within sixty (60) school days shall be assured of their previous teaching position.

H. Family leave act sections in this article will conform to the law.

ARTICLE XIII
SABBATICAL LEAVE

A. Authorization

a. Sabbatical leave of absence may be granted to tenure teachers. The granting of such leaves are subject to the approval of the Board upon recommendation of the Superintendent, when in their considered judgment the professional competence of the teacher and the general welfare of the public schools will be benefited.

b. The rules and regulations of the Marysville Public Schools Sabbatical Leave Program are authorized and shall be interpreted in accordance with the following Michigan statutory provisions and any amendments thereto.

i. Any board after a teacher has been employed at least seven (7) consecutive years by said board, and at the end of each additional period of seven (7) or more consecutive years of employment, may grant said teacher a Sabbatical Leave for professional improvement not to exceed two (2) semesters at any one time; provided, that the teacher holds a permanent, life, or continuing certificate, or is engaged in teaching in a college maintained by the board. During said Sabbatical Leave, the teacher shall be considered to be in the employ of the said board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said board; provided, however, that said board shall not be held liable for death or injuries sustained by any teacher while on Sabbatical Leave.

ii. 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 controls of public school employees' retirement funds.

iii. A teacher upon return from a 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 be entitled to participate in any other benefits that may be provided for by rules and regulations of the board made pursuant to law. (Sec. 572, School Code of 1955-M.S.A.-15, 3572).

B. Eligibility and qualifications

Any tenure teacher employed by the Marysville Public Schools District who meets the qualifications shall be eligible to apply for Sabbatical Leave subject to the following conditions and requirements:

a. Applicant must hold a permanent, or continuing teaching certificate.

b. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the Marysville Public Schools District. Absence from service in the District for a period of not more than one year under a leave of absence without pay granted by the Board for professional improvement or restoration of health, shall not be deemed a break in the continuity of service required by this section and shall be included as a year of service in computing the seven consecutive years.

c. Subsequent Sabbatical Leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time teacher.

d. Sabbatical Leaves of absence may be granted to not more than two percent (2%) of the members of the total teaching staff; excepting, that not more than two (2) such leave shall be granted to any of the three levels of instruction in any one

year; excepting further that the Board may, in the event of a lack of qualified applicants, increase the number of such leaves at any level.

e. A Sabbatical Leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.

f. The applicant signs an agreement to return to service with the Marysville Public Schools District immediately upon termination of Sabbatical Leave and to continue in such service for a period of one year (unless causes beyond his control prevent), or to refund any compensation received from the Board while on leave except as the Board shall, by special action, waive such obligation.

C. Purpose of Sabbatical Leave

Sabbatical Leave is given to teachers to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing, and travel. Applications for Sabbatical Leave or other types of experiences will be considered on their merits and may be approved by the Board of Education upon the recommendation of the Superintendent. The following information shall be presented in the application as evidence of the employee's plan to fulfill the purposes of the leave:

a. For Formal Study -- A program of work should be outlined which will qualify the applicant for a higher credential in his professional or a program of recognized courses relating to the present or prospective service of the applicant in his profession.

b. For Research and/or Writing -- The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his profession.

c. For Travel -- A plan, including the proposed itinerary, shall be submitted stating professional objectives which are sought through such travel.

d. For Other Reasons -- A plan shall be submitted stating the professional objectives which are sought through the opportunities afforded by the leave, and also stating the expected value to the school system.

D. Application Requirements and Procedures

Applications for Sabbatical Leave must be filed on the prescribed forms with the Superintendent. The due date of such forms shall be February 1 for leaves beginning with the first semester of the following school year and September 1 for leaves beginning the second semester. The Superintendent shall give notice to the applicant whether the request is granted or rejected within thirty (30) days after the due date for filing the application.

Approval of a Sabbatical Leave by the Board will be contingent upon securing an employee qualified to assume the applicant's duties.

A Sabbatical Leave, once granted, may not be terminated before the date of expiration, except as otherwise provided herein.

E. Requirements and Status While on Sabbatical Leave:
   a. Financial Policies
      i. The compensation for the teacher on Sabbatical Leave shall be one-half (1/2) of the salary he would receive were he on active staff status for the period in which the leave is effective.
      ii. Payment of salary to a teacher on Sabbatical Leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the teaching staff. The teacher on leave shall be responsible for keeping the School District Business Office notified as to his address.
      iii. A term of Sabbatical Leave shall entitle the teacher to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system.
      iv. The regular personal sick leave policy shall apply to a teacher on Sabbatical Leave. The Superintendent must be notified promptly of accident or illness. This notice must be sent within ten (10) days after an accident or the beginning of illness for the Superintendent's consideration.
      v. All current fringe benefits shall be granted to teachers on Sabbatical Leave pro-vided that insurance benefits will be granted to the extent permitted by the carriers.
   b. Reports Required on Sabbatical Leave
      i. An interim report shall be filed at the mid-point of the period for which the leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
      ii. A final report shall be filed with the Superintendent including the names of the institutions attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school district.
      iii. The Superintendent may require, and the teacher shall promptly furnish such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave. In the event that the Superintendent shall find that the Teacher is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the teacher by the Board shall become immediately due and all future payments shall cease. When a teacher completes the planned program of the leave, but does not return to service with the Marysville Public Schools District, he shall within two (2) years

repay to the Board the amount received by him during the Sabbatical Leave.

F. Requirements and Status Upon Returning from Sabbatical Leave

i. At the expiration of a Sabbatical Leave, the teacher shall be restored to his position or to a position of like nature, seniority, status and pay, provided, that the teacher remains eligible for reinstatement under other rules and regulations of Article XIII of the Agreement.

ii. If a teacher does not remain in the employ of the Marysville Public Schools District for one (1) year immediately following his Sabbatical Leave, he shall within two (2) years repay the Board the amount of money which has been granted. This rule does not apply in cases wherein the teacher becomes incapacitated to work or in cases wherein the rule is waived by the Board.

ARTICLE XIV
PROFESSIONAL STUDY COUNCIL

A. The major functions of the Professional Study Council will be:

a. To establish and coordinate a systematic, on-going process for evaluating curriculum.

b. Establish and coordinate a systematic, on-going process for materials and textbook selection.

c. Establish communication between buildings and levels within the District.

d. Communicate to the Superintendent and the Board of Education long-range plans for curriculum development and review.

e. Act as a communication link between the certified staff, the Superintendent and the Board of Education.

f. Coordinate subject area committees to study curriculum concerns.

g. Recommend to the Superintendent and the Board of Education a yearly curriculum budget.

h. Establish a mainstream/inclusion committee to review all staff concerns regarding special education mainstream/inclusion issues. The Director of Special Education shall act as its chairperson. The Committee shall establish and maintain procedural guidelines on inclusion as directed by the letter of agreement. The Committee shall meet and report their activities to the P.S.C. on a regular basis.

i. Establish and coordinate committees which are needed for the continual improvement of the education process.

B. Organization

a. The Professional Study Council shall be composed of:

One member of the Board of Education

The Director of Curriculum
One High School Administrator
One Middle School Administrator
One Elementary Administrator from each building
Director of Special Education
President of the Marysville Education Association
One lower elementary (K-2) teacher from each building
One upper elementary (3-5) teacher from each building
Two Middle School (6-8) teachers
Two High School (9-12) teachers
Superintendent
(above teachers to be selected by M.E.A.)

b. The Superintendent of Schools (or his/her designee) shall be the chairperson of the Council. Only members of the Council shall have voting privileges. Meetings of the Council shall be open to all teachers of the District, members of the Board of Education, and all administrators, supervisors, and executive personnel of the District.
c. The Association shall submit a list of potential members to the Superintendent of Schools by July 15.

C. Meetings
The Council shall meet not later than the third week after the opening of school to review needs and establish goals for the current and future years. A schedule for meetings shall be established at this meeting.

D. The Board shall accept or reject the recommendation of the Professional Study Council and communicate its decision in writing to the Association within thirty-five (35) days.

E. Minutes of the Professional Study Council shall be distributed to the Building Association Representatives.

ARTICLE XV
GRIEVANCE PROCEDURE

A. Definitions
a. A "Grievance" is a complaint by a teacher in the bargaining unit, or by the Association in its own name, based on an alleged violation, misinterpretation, or misapplication of one or more of the expressed provisions of this agreement.
b. The "Aggrieved person" is the teacher or teachers making the claim.
c. The term "teacher" includes any individual or group of individuals who are members of the bargaining unit covered by this contract.

d. A "party in 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 grievance complaint.
e. The term "days" shall mean school days.

B. Purpose
   a. The primary purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.
   b. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
   c. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any member of the administration, excluding the Board and any Board member, or of proceeding independently as described in Section D of these procedures.

C. Structure
   a. The building principal shall be the administrative representative when a grievance arises in that building.
   b. The Superintendent of Schools shall be the administrative representative when a grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level is considered as the maximum number of school days, and every effort will be made to expedite the process. The time limits may be extended or reduced by mutual consent in writing.

   a. Level One - Appropriate Supervisor
      i. Informal step - A teacher with a problem shall discuss it with his designated supervisor or principal within ten (10) days. A sincere attempt will be made by both parties to reach an amicable agreement. There shall be no written record of this meeting.
      ii. Formal step
         1. If the teacher is not satisfied with the informal discussion, the teacher shall place the grievance in writing and present it to the designated supervisor or principal within five (5) days following the informal conference.
         2. The teacher may again meet and discuss the matter alone or together with his association representative.
         3. A written and signed disposition of the grievance shall be made within five (5) days by the designated supervisor or principal.
   b. Level Two - Superintendent of Schools
      i. In the event the aggrieved person is not satisfied with the written disposition of his grievance at Level One, he shall, within five (5) additional days, file the grievance with the Association.

ii. After receipt of the written alleged grievance, the Association shall decide whether or not there is a legitimate grievance.

1. If the Association decides that no grievance exists, the Association shall so notify the claimant in writing within seven (7) days after receipt of the written alleged grievance. The teacher may continue to process his claim through Level two (2) only, without the Association's support, as follows.
    a. If the teacher is not satisfied with the disposition of the alleged grievance by the Association as outlined in 1) above, the teacher may file the grievance in writing with the Superintendent of Schools within five (5) days after receipt of written notification from the Association.
    b. Within ten (10) days after receipt of the grievance, the Superintendent shall render a decision in writing as to the solution of the grievance.
    c. If the teacher is not satisfied with the disposition of the grievance by the Superintendent as outlined in ii) above, the teacher may, within five (5) days after receipt of the decision by the Superintendent, submit a written notice of appeal to the Board of Education via the Superintendent. Such appeal shall occur within thirty (30) days of receipt of written notification to the Board.
2. If the Association decides there is a legitimate grievance the Association shall within five (5) days after receipt of the written grievance, file the grievance in writing with the Superintendent.

iii. Within ten (10) days after filing the grievance in writing with the Superintendent, the Association shall meet with the Superintendent to discuss the grievance. A sincere attempt will be made by both parties to reach an amicable agreement.

iv. Within ten (10) days after meeting with the Association to discuss the grievance, the Superintendent shall render a decision in writing as to the solution of the grievance.

c. Level Three - Arbitration

i. If the Association is not satisfied with the disposition of the grievance by the Superintendent, the written grievance, including grievance responses, shall by submitted within fifteen (15) days to arbitration, by written notice to the Superintendent and the Board members.

ii. Within five days after such written notice of submission to arbitration, the parties will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to

agree upon an arbitrator or to obtain such a commitment within five (5) calendar days after the submission in writing of the grievance to arbitration as aforesaid, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party.

iii. The arbitrator so selected will hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if all arguments have been waived, then from the date the final statements and proofs are submitted to him.

iv. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no authority to decide any matter that is reserved to the Board of Education as a final decision such as matters controlled by Article VIII.C.c, Article XX. A and matters covered by the Michigan Teacher Tenure Act or relating to the discharge, discipline or nonrenewal of a probationary teacher which matters are referred to in Article XV.A of this Agreement. He shall have no power to alter, add to, or subtract from the terms of this Agreement. His power shall be limited to deciding whether there has been a violation of the express articles or sections of this Agreement.

It is understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

v. The decision of the arbitrator, if within the scope of his authority, as above set forth, shall be final and binding.

vi. The fees and expenses of the arbitrator shall be shared equally by both parties.

E. Rights of Teachers to Representation

a. Any party of interest may be represented by the Association or by a representative of the Michigan Education Association at all meetings and hearings at any level of the grievance procedure.

b. The Association shall have the right to be present and to state its views at the adjustment of the grievance.

F. Miscellaneous

a. A Grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance and the grievance procedure and the aggrieved person or persons shall not be permitted to further continue the same.

b. Decisions rendered at all levels shall be in writing and shall be promptly transmitted to all parties of interest.
c. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.
d. No document, communication, or record dealing with a grievance shall be filed in the personnel file of the teacher.
e. All information and records pertaining to the grievance shall be made available to the Board and the Association upon written request.
f. Failure of the aggrieved person or Association to comply with the foregoing procedures cancels the grievance.
g. Grievances shall be processed outside of regular classroom hours unless mutually agreed to by all parties.
h. Time lost by a teacher in connection with any incident mentioned in Article XV shall not be charged against the teacher.
i. The time requirements herein specified are deemed to be of the essence in this article.
j. Forms for filing and processing grievances shall be designed by the Superintendent and the Association. The forms shall be prepared by the District and given appropriate distribution so as to facilitate the operation of the grievance procedure.

G. Expiration of Agreement
Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XVI
NEGOTIATION PROCEDURES

A. At least 150 days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, and conditions of employment of members in the bargaining unit employed by the Board.
B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. The parties mutually pledge that representatives selected by each side shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

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.

E. There shall be three signed copies of the final agreement for the purpose of record: one retained by the Board, one by the Association, and one by the Superintendent.

F. Any portion of this Agreement may be opened upon the written mutual agreement of the Association and Board.

ARTICLE XVII
SEVERANCE PAY

A. After ten (10) continuous years of regular employment under contract with the school district, the District will pay to the teacher who retires from the school district, and who meets the minimum requirements for drawing retirement benefits from the Michigan Public School Employees Retirement Fund, terminal pay as follows:

15% of the teacher's daily rate of pay for each unused sick day accumulated at the time of termination up to a maximum of:

2015-2016 $8,000

An eligible teacher who provides written notification of retirement to the District by April 1st, 2002 or March 1st of each year thereafter, will receive $250 in addition to unused sick day accumulation pay.

B. A teacher who dies while employed by the school district and who meets the time requirements set in paragraph A of this Article XVII will be eligible for the same benefits as a teacher retiring. The terminal pay in such cases will be paid to a beneficiary designated by the teacher.

ARTICLE XVIII
INSURANCE PROTECTION

The District agrees to furnish to all teachers the following insurance protection.

A. Effective June 1, 2012, the District will pay the monthly premium for either the cost of health insurance identical to MESSA Super Care I, 100/200 PRX ($100/$200 Single/Family deductibles, $10/$20 prescription co-pay, Single, Married, Family) or MESSA Choices, 500/1000 ($500/$1000 Single/Family deductibles, Saver Rx prescription, Single, Married, Family) insurance for each regularly employed teacher under contract who makes proper application to participate, provided the teacher is not already covered by comparable insurance. Teachers electing Super Care I will pay the cost difference in premium between Super Care I and Choices by way of monthly payroll deduction. Effective June 1, 2012, employees enrolled in Super Care I or Choices will contribute 20 percent toward the annual cost of Choices health care premium by way of payroll deduction over 26 pays.

Effective January 1, 2013, the District will pay the monthly premium for a High Deductible Health Plan with Health Savings Account 1250/2500 Single/Family ($1,250/$2,500 Single/Family Deductibles, MESSA HSA, Saver Rx Prescription Drug, Single, Married, Family) for each regularly employed teacher under contract who makes proper application to participate, provided the teacher is not already covered by comparable insurance. Employees enrolled in the High Deductible Health Plan will contribute 20 percent toward the annual cost of the health care pursuant to state law by way of payroll deduction over 26 pays. The District will fund 50 percent of the $1,250/$2,500 Health Savings Plan deductible. Effective January 1, 2015, the District will fund 60 percent of the $1,250/$2,500 Health Savings Plan deductible.

Effective January 1, 2016, the District will pay the monthly premium for a High Deductible Health Plan with Health Savings Account for Single/Family (Deductibles, MESSA HSA, Saver Rx Prescription Drug, Single, Married, Family) for each regularly employed teacher under contract who makes proper application to participate, provided the teacher is not already covered by comparable insurance. Employees enrolled in the High Deductible Health Plan will contribute 20 percent toward the annual cost of the health care pursuant to state law by way of payroll deduction over the number of pay periods selected by the employee each year. Effective January 1, 2016, the District will fund 60 percent of the Health Savings Plan deductible.

There shall be no change in the current insurance carrier for the duration of this contract. The District's sole and only responsibility shall be for payments of its portion of the monthly premium. The provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits, and all other aspects of coverage.

The District shall offer a Section 125 Plan (the "Cafeteria Plan") consisting of Health Insurance, a Health Care Flexible Spending Account Plan, Cash-In-Lieu of Healthcare Insurance, a Dependent Care Flexible Spending Account Plan, and a Premium Conversion Option.

The health care flexible spending account plan and the dependent flexible spending account plan will be subject to applicable requirements of the Internal Revenue Code and associated regulations, as more fully described in the plan, including limits on medical and dependent care expenses that can qualify for reimbursement, the requirements that all requests for reimbursement be supported by adequate documentation, and the requirement that all amounts credited to an Employee's account not used before the end of a Plan Year must be forfeited.

B. Contractual teachers not desiring health care protection provided above in this Article XVIII may elect to receive cash in lieu of health insurance benefits in an amount not to exceed the aggregate of the equivalent of eighty percent of the District's base premium amount for MESSA ABC "self only" coverage described in paragraph A above, less any payroll taxes payable by the District, in accordance with the District's qualified plan document which complies with Section 125 of the Internal Revenue Code, or cafeteria Plan, more fully described as follows. The minimum amount of such cash in lieu of health insurance benefits shall be $398.00 per month.

Individual employees may elect to receive cash in lieu of health insurance benefits if they meet the following prerequisites:

a. They are eligible to receive health insurance benefits; and
b. They file a Waiver of Health Insurance form within the timeline established by the Plan Administrator; and
c. They certify that they are covered under another health insurance program.

Employees who lose eligibility for health insurance benefits during the course of the plan year or who are eligible for partial health insurance benefits shall have the annual amount of the cash payment prorated.

The maximum annual amount of the cash benefit shall be as stated above, payable in 12 monthly payments on the first pay of each month. Staff who have elected other than the 24 equal pays plan shall have their July and August payments included with the June payment.

To the extent permitted by law, the amount of cash payment received may be applied by the bargaining unit member to a District approved tax-deferred annuity carrier. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

All costs relating to the implementation and administration of benefits under this program shall be borne by the District.

C. The District will provide payment of the hospital-medical-surgical insurance for the twelve-month period of September 1 through August 31.

Teachers who retire, and are eligible for MPSERS health benefits, shall be covered through the end of the last calendar month in which they are actively employed by the District. They will also receive a cash benefit in an amount equal to the District's base premium amount for Choices I "self only" coverage, less any payroll taxes payable by the District, for each month of insurance benefit they have accrued beyond the last month of their active employment.

D. The District will pay the premium for Group Term Life Insurance protection for each employee under a group policy with a carrier selected by the District. The amount shall be $45,000. Subject to agreement by the carrier, the policy will include the following privileges:
    a. Employees who start work after the effective date of the policy will be covered effective the first date of the month following active employment.
    b. Employees leaving employment with the School District after the effective date of the policy will be covered until the first day of the month following departure.
    c. Employees will have the right to convert coverage when discontinuing employment with the School District without physical certification as to insurability.

    The provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The District's sole and only responsibility shall be to pay its portion of premium as set forth in this paragraph. In the event of accidental death, the insurance will pay double the specified amount.

E. Long Term Disability Insurance -- The District shall pay the actual premium cost to provide long term disability coverage for each contracted teacher as follows:
    a. For any disability as defined by the insurance carrier which exists for a period exceeding 180 calendar days.
    b. To insure 60 percent of covered salary to a maximum of $2,250 per month. The benefit to include primary and family social security benefits as defined by the carrier, and to continue to age 65.

F. The District will pay the premiums for dental insurance for contractual teachers under a group policy with a carrier determined and selected by the District. Coverage shall be equivalent to Delta Dental Plan E, Classes I, II and Orthodontic Rider 0-4, including internal and external coordination and suffixing of benefits.

G. The District will pay the premium for optical insurance for contractual teachers under a group policy with a carrier determined and selected by the District. Coverage shall be equivalent to MESSA's Vision Service Plan VSP-IIS. Effective January 1, 2022, the vision coverage shall be equivalent to MESSA's Vision Service Plan VSP-3G.

H. With respect to paragraphs E, F, and G of this Article XVIII, the District's sole and only responsibility shall be to pay the premium or its proportion of the premium. The provisions of the group policies and the rules and regulations of the carrier or carriers

shall govern as to the commencement and duration of benefits and all other aspects of coverage.

ARTICLE XIX
TEACHER COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in salary schedules which are incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

B. The District, at the Superintendent's discretion, will give credit on the salary schedule for previous experience for those teachers hired on or after August 24, 2024.

C. If a teacher completes the requirements for a higher degree, adjustments on the salary schedule will take place after official notification from the granting institution has been received by the District. All adjustments to salary will be effective at the beginning of the next payroll period following the date of receipt of the official notification.

D. Teachers that receive additional credit beyond their B.A. or M.A. may qualify for professional compensation1, provided the teacher has satisfied the following conditions.
   a. The fifteen or thirty semester hours of credit must be earned after September 1, 1970.
   b. The fifteen or thirty semester hours of credit must be granted by a degree granting, accredited institution or have the Superintendent's pre-approval, and courses taken are at the graduate level.2 The accredited institution must have received its accreditation from one of the Regional Accrediting Organizations as recognized by the Council for Higher Education Accreditation (CHEA) or the U.S. Department of Education or both.

E. The contractual salary shall be divided as follows:
   a. 24 equal pays;
   b. 20 pays @ 24 pay rate plus summer pay-off

   Each teacher may select one option that may not be changed during the school fiscal year except by mutual agreement between the District and the teacher.

F. Each teacher under contract shall be notified during the month of September as to the salary level under which he or she will be paid for the year.

G. The District shall pay an amount equal to 5% of each teacher's salary and other wages qualifying for retirement to the Michigan Public School Employees Retirement System. This amount shall not be deducted from the teachers' salary.

H. Salary schedule (See Exhibit 3).

I. Teachers hired after September 1, 1998, may be reimbursed a portion of qualified tuition costs, provided the following conditions are met:
   a. Tuition costs must be incurred after September 1, 1998;

b. Tuition costs must be incurred at a degree granting institution and courses taken are at the graduate level
c. Courses eligible for reimbursement must be in the field of education, instructional improvement, school administration, guidance and counseling, or as approved by the Superintendent of Schools;
d. Teacher must submit documentation of successful completion of courses to be reimbursed, as well as copies of paid tuition receipts;
e. Teacher must have successfully completed one year of employment with the District.

Maximum tuition reimbursement under this article shall be $1,800 per teacher, and shall be available the first five years of a teacher's employment. Requests for payment shall be submitted on forms provided by the District, with payment to be made at the next regular Board meeting.

1 See Schedule 1-A
2 This condition may be waived by the Superintendent of Schools.

EXTRA PAY FOR EXTRA DUTIES

The District shall grant extra pay to those who are selected by the Superintendent of Schools and are approved by the District to perform the following extra curricular (beyond the school day) duties.

The method of applying percentages is:

1. Full years of experience in directing activities (See No. 3 and 4).
2. The B.S. Degree on the salary schedule.
3. In Schedule 2, excluding No. 6, 7, 8 and 15, a teacher may apply experience in any of the listed activities, in a change of assignment to another activity even though he lacks experience in the new assignment.
4. In Schedule 3, "coaching", a coach may apply experience within the District only, in any of the listed sports, in a change of assignment to another sport even though he lacks experience in the new assignment. This transfer will be limited to not more than seven (7) years.

SCHEDULE 2

1. Dramatics - Senior Play - 7%
   Musical:Director - 8%
   Musical Director - 8%
2. Middle School Yearbook Advisor - 5% or scheduled as a class, one period per day, plus 2%
   High School Yearbook Advisor - 9% or scheduled as a class, one period per day, plus 3%.
3. Music -
   a. High School Band - 7% (includes: Marching and Concert Bands, Solo & Ensemble Festivals)
   b. High School Choir - 2% (3% if more than one performance group)
   c. MMS Band - 2%
   d. MMS Choir - 2%
   e. Summer Band Camp - 1%
   Assistant High School Band Director - 4% or a class period plus 1%
   Elementary Musicals - 2% (to include Christmas, Spring and all city programs).
4. Professional Study Council (2/building) - $100.00 for each PSC meeting attended.
5. Student Council: High School - 6% or 1 hour release time per day
   Middle School - 4%
   Elementary - 2%
6. Athletic event responsibility: Basketball $22.00
   i. Other Sports $20.00
   ii. Games Manager:$30.00 per daily scheduled athletic event
7. Supervisors on spectator bus trips after school hours:
   a. Short Trip - Trips to Port Huron, St. Clair, Marine City, or trips of 20 miles or less one way - $17.50.
   b. Long Trip - Trips to Cros-Lex, Yale, Algonac, or trips exceeding 20 miles one way - $23.00.
8. Bus Supervision - 4%
9. National Honor Society Advisor - High School - 4%
   Middle School- 2%
10. Quiz Bowl Advisor - 3%
11. Class Advisors - following amounts to be divided among advisors, to be determined by the advisors and the building principal:
    12th Grade - $ 950.00
    11th Grade - $ 850.00
    10th Grade - $600.00
    9th Grade - $500.00

12. Elementary Service Squad and Safety Patrol Advisor (1 position per school) - 2%
13. Probationary Teacher Mentor - $450.00

    The District shall establish and maintain procedural guidelines on teacher mentor responsibilities.
14. Elementary Greenhouse - $800.00

    The above amount will be divided among the Greenhouse Committee, as determined by the committee and the building principal.
15. Teachers assigned during preparation periods shall be paid per period as follows:

2003-2004	$24.00
2004-2005	$24.50
2016-2017	$25.00
2019-2020	$30.00
2021-2022	$35.00
2024-2025	$40.00

16. Art Teachers- 2% (Art Show preparation, set-up, tear-down, etc.)

    Science Olympiad- $500.00 per building

    Robotics Sponsor- High School 2%

    Middle School 2%

SCHEDULE 3
COACHING SALARY SCHEDULE

FOOTBALL:

Head Coach	9.5%
1st Varsity Assistant	7
2nd Varsity Assistant	6
Junior Varsity	7
J.V. Assistant	6
Freshmen	6.5
Freshmen Assistant	5.5
Middle School	5.5
Int. Assistant	5

VOLLEYBALL: (Girls)

Head Coach	9.5%
Junior Varsity	7
Freshman	5.5
Middle School	5

BASKETBALL:

Head Coach	9.5%
Junior Varsity	7
Freshmen	6.5
8th Grade	5.5
7th Grade	5.5

TRACK:

Head Coach	8%
Varsity Assistant	6
8th Grade	5
7th Grade	5

BASEBALL: (Boys)

Head Coach	9%
Junior Varsity	7
Freshman	5.5

SOFTBALL: (Girls)

Head Coach	9%
Junior Varsity	7
Freshmen	5.5
8th Grade	5

WRESTLING (Boys)

Varsity	5%
Junior Varsity	4.5

SWIMMING

Boys	8%
Girls	8

HOCKEY (Boys) 8%

CROSS COUNTRY 7%

GOLF 5%

COMPETITIVE CHEER 2%

SOCCER

Varsity	9%
Junior Varsity	7

TENNIS 6%

MMS CROSS COUNTRY CLUB 5%

BOWLING $1000.00 stipend

FALL SIDELINE CHEER

Varsity	9%
Junior Varsity	7
Freshman/JVG	6
Middle School	5.5

WINTER COMPETITIVE CHEER

Varsity	9
Junior Varsity	7
Middle School	5.5

WINTER SIDELINE CHEER

(Must attend 50% of home games)

Varsity	2%
Junior Varsity	2

SCHEDULE 4
SUMMER PROGRAMS

All teachers employed in Summer School Programs shall receive as follows:

2003-2004	$24.00
2004-2005	$24.50
2016-2017	$25.00
2019-2020	$30.00
2021-2022	$35.00
2024-2025	$40.00

SCHEDULE 5
TRAVEL ALLOWANCE

Teachers as determined and authorized by the Superintendent of Schools who must use personal transportation in performance of their duties and all other authorized travel will be paid at the following rate:

Maximum allowed by IRS

SCHEDULE 6
EVENING PARENT-TEACHER CONFERENCES

Teachers shall be compensated at $40.00 per hour for time worked during the second evening Parent/Teacher Conferences upon submission of appropriate worksheet. This compensation will be paid with the 1st pay period in December.

LONGEVITY

Teachers shall be entitled to longevity payments according to the following schedule:

13-19 years by June 30	$500.00
20-29 years by June 30	$750.00
30 years or more by June 30	$1000.00

Regular longevity payments shall be made by June 30th of each school year. Longevity payments are based only on the number of full years teaching for Marysville Public Schools. A teacher on a full year leave will not be eligible for a longevity payment for the school year of his/her absence.

ARTICLE XX
REDUCTION OF PERSONNEL/LAYOFF AND RECALL

A. It is understood by the parties that a reduction in staff may be required for reasons determined by the Board of Education such as, by way of example but not limitation, financial considerations, reduction in student enrollment, or funding reduction (MCL 380.11a). The decision of the Board of Education to reduce staff shall not be subject to the grievance procedure. To promote an orderly reduction in personnel the following procedures will be used:
    a. Probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them and to meet with instructional needs of the District.
    b. If reduction is still necessary, then non-probationary teachers will be laid off in reverse order of seniority as defined in Article VIII.C.c, providing that such teachers who are retained are adequately certified for the positions they are to fill and the teachers who are retained meet with instructional needs of the District. If more qualified (per Article VIII.C.c) teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest seniority may be retained to fill those positions.
B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article VIII.C.c).
C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. For layoffs that will be effective June 30, Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff.
D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.
E. The certification and qualifications of an employee to be laid off shall be the certification and qualifications on file with the Board at the time the layoff occurs. The certification and qualifications of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.
F. Definitions:
    a. Certification – Certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on

file with the district shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

b. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in Article VIII.C.c.

G. A teacher accepting recall from the District will be offered a minimum of two weeks notice before being required to report for duty at the District of Recall.

H. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article VIII.C.c and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. Should the teacher refuse that option, he/she shall be deemed to have voluntarily quit as set forth above.

I. Teachers laid off shall have their hospital-medical-surgical insurance extended at the District's expense subject to the Teacher paying their required premium share, for 90 days beginning on the effective lay-off date. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA)

J. Seniority right shall be lost by the teacher if the teacher does not return within fifteen (15) working days when he is recalled from layoff. Seniority shall be terminated when a teacher severs employment. Upon re-employment, at a later date, seniority shall begin at the time of re-employment.

ARTICLE XXI
VOLUNTARY TWINNING PROGRAM

A. The purpose of this program is to allow two teachers to share a single full-time assignment.

B. Teachers wishing to participate in the pairing program shall notify the Superintendent by March 15. The number of twinning assignments will be normally finalized by June 1.

C. Teachers may request who their partner shall be for the joint position. A teacher may also apply on an individual basis.

D. Teachers participating in this program shall receive a full year of seniority.

E. The program will operate on a cost basis as follows:

i. Teachers shall receive their regular salary prorated for the percentage of time worked. (For example, two teachers sharing a position on a 50% - 50% basis would each receive 50% of their respective regular salaries).

ii. Board-paid fringe benefits and/or cash in lieu of health insurance benefits as described in Article XVIII Insurance Protection shall be prorated for the percentage of time worked under this program. The teachers shall be allowed full insurance coverage by paying the difference in premium costs, and such excess premiums shall be deducted from his pay. The teacher shall also be allowed the option of applying the dollar equivalency of the Board paid premiums towards one or more of the insurance coverages, subject to the rules of the carriers.

ARTICLE XXII
PROFESSIONAL LEARNING COMMUNITIES

Time will be regularly scheduled for teachers to participate in Professional Learning Communities ("PLCs"). PLCs will have the following structure:

A. There will be 10 designated meeting times per school year, to be held on Wednesday mornings. PLCs at all levels will start at the beginning of the regular teacher day and last for 90 minutes.
B. The Leadership Team will be responsible for PLCs.
C. Leadership Team members will each be paid a stipend of $500 per school year payable in June. Leadership Team members will also each receive one (1) compensatory day per school year to be applied for and used in accordance with the guidelines in Article VII, C regarding compensatory time. Days are not cumulative.
D. Teachers shall have relief periods in accordance with Article V, C. However, Expressive Arts teachers will have at least four (4) five-minute relief periods in between classes on PLC days.
E. For the 2016-2017 school year the format will consist of the following:
    a. Minimum- 40 minutes team collaboration time
    b. Optional- 40 minutes building lead topics including: technology, curriculum alignment, teaching methodology, other topics presented by leadership team.
    c. Maximum-10 minutes principal/building specific topics
    d. There will be no required staff meetings outside of the regular teacher day

ARTICLE XXIII
MISCELLANEOUS

A. If any provision of this Agreement or any application of this Agreement to any teacher shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect. Either party, upon notice to the other, may re-open for negotiation that portion of the contract that has been ruled invalid by law.

B. The individual contracts between the District and the teachers heretofore or hereafter executed shall be subject to the terms and conditions of this Agreement or any subsequent Agreement executed between the Parties.

C. Newly emerging educational issues will continue to be addressed through negotiations between the parties and incorporated upon completion. The committees will study Special Education Inclusion, School Improvement Language, and other issues not limited to the above. Either party, upon notice to the other may initiate discussion to implement this section of the contract.

D. An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.0501 to 141.1531, shall be allowed to reject, modify, or terminate this agreement. Inclusion of the language required under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Association to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Association's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of:
    a. appointment of an Emergency Financial manager;
    b. PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or
    c. any action of an emergency financial manager which acts to reject, modify, or terminate the collective bargaining agreement. This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or on the employer. The Association reserves all rights to assert that this clause is unenforceable.

E. It is intended that this Article XXIII takes precedence over and governs the individual teaching contracts; and the individual teaching contract is expressly conditioned by this Article.

ARTICLE XXIV
SENIORITY

A. No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list.

B. The seniority list shall be provided in each building's teacher lounge by October 15th of each school year. Challenges or revisions to the list must be filed by November 1 of that same year; Otherwise, the seniority list will be considered final for that school year. Should there be disagreement by November 1 of the school year, the Board and Association shall submit the issue to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list.

C. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. Seniority is defined as unbroken service in the bargaining unit. Seniority may be used as a tie breaker according to Board policy. Leaves of absence with or without pay and absences due to layoffs are not to be considered a break in service.

D. Seniority for teachers who begin work within the first week of school will be equal to the report date for teachers for the school year. Seniority for teachers who begin work after the first week of school will be equal to their actual first day of work. All teachers of equal seniority shall establish positions on the seniority list by the drawing of lots, as outlined in the MEA Constitution/Bylaws.

E. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) year; However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff. Upon re-employment, at a later date, seniority shall begin at the time of re-employment.

F. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or less, or for the full duration of a leave of absence due to Military Duty leave.

G. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year as prescribed in Article XX.

ARTICLE XXV
DISCIPLINE

A. Standards for Discipline: This Article shall not apply to any action taken regarding a probationary teacher such as, by way of example, nonrenewal of a contract or termination of employment. This Article shall not apply to any action taken by the District that is covered by the Michigan Teacher Tenure Act MCL 38.71, et seq. or any action by the District to not renew a contract or to terminate a contract for an Extra Pay assignment which assignments are set forth in Schedules 2 and 3 attached to this agreement. A bargaining unit employee shall only be disciplined for reasonable and just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay except those covered by the Tenure Act; or that are specifically excluded in this article or other actions of disciplinary nature. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association not less than 24 hours before the time discipline is imposed.
For discipline that involves the discharge or demotion of a non-probationary teacher or the non-renewal or termination of a probationary teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation procedural requirements and provisions of this Agreement.

B. Progressive Discipline: A program of progressive discipline will be applied as determined by the District in its sole discretion based on the circumstances leading to the discipline. The following progression of discipline for each unrelated incident may be followed as determined by the District based on the facts and circumstances:
    i. Verbal warning, then
    ii. Written warning, then
    iii. Verbal reprimand, then
    iv. Written reprimand, then
    v. One-day suspension without pay, then
    vi. Three days suspension without pay, then
    vii. Further suspensions without pay, then 8.
    viii. Discharge.

    No suspension shall adversely affect any other rights or benefits under this Agreement, unless specifically stated above. The parties recognize that the severity of an offense may result in acceleration of progressive discipline or not applying progressive discipline at all provided there is just cause for the actions where required in this article.

C. Use of Discipline in Teacher Evaluation: In the event an employee has been disciplined for a matter, the same matter shall not be the sole basis for a recommendation of termination of employment in the employee's teacher evaluation.

D. Association Representation: The employee has the right to association representation in any matter that will or may result in disciplinary action. The employer must offer association representation to the bargaining unit employee in any case where an

allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense and the meeting will or may result in discipline. If the employee requests representation, the Association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed. If an employee is offered representation and declines, they must sign a waiver of that right and may revoke that waiver and insist on representation at any time.

E. Personnel File: A bargaining unit employee will have the right to review the contents of their personnel record as defined in the Bullard Plawecki Right to Know Act MCL 423.501 et seq. and to have a representative of the Association accompany them in such review. An Association representative may review such files with the written consent of the member when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings. The District will review a teacher's personnel record before releasing information to a third party and delete disciplinary reports, letters of reprimand, or other records of disciplinary action that are more than 4 years old. The employee shall have the right to review their file and upon review of the file, the employee may request in writing that a disciplinary record be removed from their file because it is no longer relevant to their employment. Such a request shall be decided by the Superintendent or his/her designee.

F. Complaints: No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

G. Committee Membership: The district shall indemnify and otherwise hold harmless any bargaining unit employee serving as a participant on District, state, or federally mandated committees where the member is appointed by the District or serving on the committee as part of their job duties. At District expense, the bargaining unit employee(s) shall be provided with legal counsel in the event of complaints and/or litigation arising because of participation on such committees.

ARTICLE XXVI
ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this District shall be annexed, consolidated, or otherwise reorganized. All bargaining unit members on tenure at the time of annexation, consolidation, or other reorganization shall be granted tenure by the successor Board of Education. All rights accrued by bargaining unit members under this Agreement shall be assumed by the successor Board of Education. No bargaining unit member shall be adversely affected by a change in hours, wages, terms or conditions of employment in the existing Agreement as a result of the annexation, consolidation, or other reorganization, including but not limited to seniority, salary, fringes, transfer rights, maintenance of standards, layoff and recall, and assignments. Retraining of current personnel will be provided up to and including the continuation of the salary and contractual rights during the retraining period, payment of additional tuition costs, retraining fees and transportation expenses incurred as a result of the change in assignment because of the annexation, consolidation, or other reorganization.

In the event that this District shall be annexed, consolidated, or otherwise reorganized with one or more districts in whole or in part, the Board will use every effort possible to assure the continued recognition of the Association/Union and the continued employment of its members in such district. If any of the above causes a negative impact upon a bargaining unit member employed by the successor Board of Education pursuant to this Agreement, a resolution of the negative impact shall be negotiated between the successor Board as one party and the bargaining unit members of the successor school district as the other party.

ARTICLE XXVII
DURATION OF AGREEMENT

A. This Agreement shall be effective as of November 21st, 2024 and shall continue in effect through August 31, 2027.

The pay will be retroactive to the beginning of the 2024-2025 school year.

For the 2026-27 year of this agreement, the parties agree to a re-opener on wage. For the 2024-25 school year, the salary is retroactive to the beginning of the school year. The retroactive payment will be issued in a separate check.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives on the on the 21st day of November 2024.

ST. CLAIR COUNTY EDUCATION ASSOCIATION, MEA/NEA

By Kate Essian
For: Marysville Education Association

By_____
For: SCCEA/MEA/NEA

MARYSVILLE PUBLIC SCHOOLS DISTRICT

By_____
President of the Board

By_____
Secretary of the Board

Teacher Salary Scale

2024-25 (+$500, +4.5%)			
	Bachelors	**Masters**	**Ed. Specialist**
Step 1	$42,921.29	$46,896.47	$49,400.29
Step 2	$45,891.18	$50,102.53	$52,715.03
Step 3	$49,085.74	$53,556.25	$56,285.79
Step 4	$52,264.63	$57,023.56	$59,890.00
Step 5	$55,466.51	$60,543.12	$63,477.48
Step 6	$58,669.44	$64,070.00	$67,036.75
Step 7	$61,871.32	$67,547.76	$70,613.79
Step 8	$65,073.20	$71,016.11	$74,196.05
Step 9	$68,687.85	$74,905.60	$78,160.78
Step 10	$71,704.77	$78,131.52	$81,422.22
Step 11	$73,991.23	$80,582.04	$83,907.23
Step 12	$75,792.81	$82,479.76	$85,830.03

2025-26 (+4.5%)			
	Bachelors	**Masters**	**Ed. Specialist**
Step 1	$44,852.74	$49,006.81	$51,623.30
Step 2	$47,956.28	$52,357.14	$55,087.20
Step 3	$51,294.60	$55,966.28	$58,818.65
Step 4	$54,616.54	$59,589.62	$62,585.04
Step 5	$57,962.50	$63,267.56	$66,333.97
Step 6	$61,309.56	$66,953.14	$70,053.40
Step 7	$64,655.52	$70,587.40	$73,791.41
Step 8	$68,001.49	$74,211.83	$77,534.87
Step 9	$71,778.80	$78,276.35	$81,678.01
Step 10	$74,931.48	$81,647.43	$85,086.22
Step 11	$77,320.83	$84,208.23	$87,683.06
Step 12	$79,203.48	$86,191.35	$89,692.38

2026-27 (+3.5%)			
	Bachelors	**Masters**	**Ed. Specialist**
Step 1	$46,422.59	$50,722.04	$53,430.11
Step 2	$49,634.75	$54,189.64	$57,015.25
Step 3	$53,089.91	$57,925.10	$60,877.30
Step 4	$56,528.12	$61,675.26	$64,775.52
Step 5	$59,991.19	$65,481.93	$68,655.66
Step 6	$63,455.39	$69,296.50	$72,505.27
Step 7	$66,918.47	$73,057.96	$76,374.10
Step 8	$70,381.54	$76,809.25	$80,248.59
Step 9	$74,291.06	$81,016.02	$84,536.74
Step 10	$77,554.08	$84,505.09	$88,064.24
Step 11	$80,027.06	$87,155.52	$90,751.96
Step 12	$81,975.60	$89,208.05	$92,831.61

For the 2026-27 year of this agreement, the parties agree to a wage re-opener, with a guaranteed 3.5% increase.

SCHEDULE 1 -A
Rate of Compensation

B.A. Degree & 15 Semester Hours	$750.00 Additional Each Year [five consecutive year maximum]
B.A. Degree & 30 Semester Hours	$950.00 Additional Each Year [no maximum]M.A. Degree & 15 Semester Hours $750.00 Additional Each Year [five consecutive year maximum]
MA. Degree & 30 Semester Hours	$1,500 Additional Each Year (2008-09) $1,600 Additional Each Year (2009-10) $1,700 Additional Each Year (2010-11) [no maximum]

The above additional amounts will be paid by separate check on the first pay period in December. Individual teachers may only receive additional pay for a period of five (5) consecutive years beginning any time after September 29, 1998 for the BA + 15 or MA + 15 as indicated above.

Anyone hired after September 1, 1998 is entitled to tuition reimbursement for graduate classes, with a maximum of $1,800. (Article XIX)

GRIEVANCE PROCEDURE FLOW CHART

Alleged Grievance

⇩

within 10 days

Informally Discussed
With Principal or Supervisor

⇩

within 5 days

Formal Written Grievance
To Principal or Supervisor

⇩

within 5 days

Written Disposition
By Principal or Supervisor

⇩

within 5 days

Alleged Grievance Filed with Association

⇩

within 5 days
If Association Finds Grievance
It Files with the Superintendent

⇩

within 10 days
Association and Superintendent
Meet to Discuss Grievance

⇩

within 10 days
Superintendent Renders
Written Decision

⇩

within 15 days
Association May Submit
Grievance to Arbitration

⇩

within 7 days
Association Notifies Claimant
that No Grievance Exists

⇩

within 5 days
Teacher May Continue Without
Assoc. Support through Step 2

⇩

within 10 days
Superintendent Renders
Written Decision

⇩

within 5 days
Teacher May Submit Written
Appeal to Board of Education

Marysville Public Schools

"Every student will excel, both personally and for the benefit of humanity."

495 East Huron BLVD • Marysville, MI 48040 • OFFICE: 810.364.7731 • FAX: 810.364.3150

To: Board of Education

From: Charles Mossett, Assistant Superintendent

Date: April 15, 2026

Re: MEA Financial Reopener

CC: Tracie Eschenburg, Superintendent

The Marysville Education Association and Marysville Public Schools reached an agreement on the financial reopener for the 2026-2027 school year. As part of the original agreement, teachers received a 3.5% pay increase.

As part of the financial reopener settlement:

- Teachers on steps 1-11 on the salary schedule received an additional $500 and teachers on step 12 received an additional $1,000 on schedule. This is being added before the 3.5% increase.

- The longevity ranges were adjusted

Previous (years)	New (years)	
13-19	13-15	$500
20-29	16-20	$750
30 or more	21 or more	$1,000

- Bonus payment of $1,500 to be paid on the 2nd payroll payment in November 2026.

The overall cost increase for the district (above the already planned increase) is about $465,000.

Marysville Public Schools and Marysville Education Association
Tentative Agreement Reopener
March 23, 2026

2026-2027
Steps 1-11 +$500 + 3.5%
Step 12 +$1,000 + 3.5%

$500 and $1,000 payment added to salary schedule before 3.5% added, all dollar amounts on salary schedule rounded to nearest dollar.

Longevity

13-15	$500
16-20	$750
21or more	$1,000

Bonus payment of $1,500 to be paid on the 2nd payroll payment in November 2026.

4/23/26
3/23/26
3/23/26
4/29/26

Marysville Public Schools and Marysville Education Association
Tentative Agreement Reopener
March 23, 2026

2026-2027
Steps 1-11 +$500 + 3.5%
Step 12 +$1,000 + 3.5%

2026-2027			
	Bachelors	Masters	Ed Specialist
Step 1	$46,940	$51,240	$53,948
Step 2	$50,152	$54,707	$57,533
Step 3	$53,607	$58,443	$61,395
Step 4	$57,046	$62,193	$65,293
Step 5	$60,509	$65,999	$69,173
Step 6	$63,973	$69,814	$73,023
Step 7	$67,436	$73,575	$76,892
Step 8	$70,899	$77,327	$80,766
Step 9	$74,809	$81,524	$85,054
Step 10	$78,072	$85,023	$88,582
Step 11	$80,545	$87,673	$91,269
Step 12	$83,011	$90,243	$93,867

$500 and $1,000 payment added to salary schedule before 3.5% added, all dollar amounts on salary schedule rounded to nearest dollar.

Longevity

13-15	$500
16-20	$750
21 or more	$1,000

Bonus payment of $1,500 to be paid on the 2nd payroll payment in November 2026.