FINAL DRAFT: 3/26/26, 7:30am

2026-2029

AGREEMENT

MARLETTE COMMUNITY SCHOOLS

BOARD OF EDUCATION

AND

MARLETTE EDUCATION ASSOCIATION

Marlette Community Schools
6230 Euclid St.
Marlette, Michigan 48453

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

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AGREEMENT

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

PREAMBLE

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

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

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

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

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

* See Appendix C

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified personnel under teaching contract.

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

ARTICLE II
TEACHER RIGHTS

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

B. The Association and its committees will be allowed use of the school buildings in accordance with Board of Education policies and with the prior approval of the Administration. The Association will also be allowed the use of school equipment, including computers, printers, copiers, and all other types of audiovisual equipment after regular school hours, and when said facilities and equipment are not otherwise in use, provided that the use of

such equipment is in accordance with administrative procedures. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

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

D. The district shall provide to the Association employees employment and contact information within thirty days.

E. The receipt of employees' employment and contact information within 30 days of hiring an employee and every 90 days thereafter in the following areas. If an immediate change is required, the affected subcategories will be adjusted accordingly, and the Marlette Education Association will be notified. This provision applies to teachers only.

1. First, middle, and last name.
2. Department.
3. Classification.
4. Address of primary work location.
5. Home address. However, if the public employee's home address is a confidential address, the public employer shall not provide the home address of the public employee and shall instead provide the public employee's designated address.
6. Personal telephone number.
7. Personal email address.
8. Work email address.
9. Date of hire.
10. Employee identification number, if applicable.
11. Full-time or part-time employment status.
12. Wage.

F. Upon receipt of a written authorization from an employee, the District shall deduct union dues in the amount certified by the Association from the employee's wages, in accordance with applicable law.

The Association shall provide written certification of the amount of dues to be deducted for each authorizing employee and shall indemnify and hold the District harmless against any and all claims, demands, suits, or other forms of liability arising from such deductions.

Payroll deductions shall continue until the District receives written revocation from the employee, consistent with applicable law.

ARTICLE III
PROFESSIONAL COMPENSATION

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

B. Should a day occur that insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at .5% of BA step one. The rescheduling of such day(s) shall be done by mutual agreement.

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

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

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

F. Employees wishing to contribute to a tax-deferred policy must select from the list of companies which have complied with the 403(b) compliance rules as mandated by the federal government. New companies may enter the District upon completion of the compliance rules and with at least four (4) employees registered to participate. Employees may obtain a list of participating providers from the Superintendent's Office.

ARTICLE IV
TEACHING HOURS

A. The Board and the Association agree to structure the school calendar and daily schedules to ensure compliance with Section 101 of the State School Aid Act (MCL 388.1701). The District shall provide 180 days and 1,098 hours (656,880 minutes) of student instruction in compliance with state law. Should state requirements for instructional minutes or days increase during the life of this agreement, the parties shall meet to adjust the schedule to ensure full state aid compliance without additional compensation, unless such adjustments exceed the total professional work hours defined in this contract.

B. All teachers shall have duty-free uninterrupted lunch period of thirty (30) minutes per day. Teachers who substitute to cover lunch duty shall receive $15.00 per hour or the applicable state minimum wage, whichever is greater.

C. The administration will provide a minimum of a forty-five (45) minute block of planning time per day for full-time elementary teachers. Full-time junior and senior high school teachers will be provided with five (5) conference periods per week. In the event that teachers lose their planning time during recess or exploratory classes, teachers will be given the equivalent of compensatory time or the rate as stated in Schedule D per period. The exploratory teacher, will supervise students at any time they are scheduled for their classes. This includes the time during the special programs to provide the regular education teacher planning time per contract agreement. Any full-time teacher who must supervise students during inclement weather recesses shall be provided the rate as stated in Schedule D per substitute period.

D. The Administration will make reasonable effort to hold to a maximum of three (3) preparations per teacher. Permissible deviations from this schedule shall include, (1) serving as a substitute, (2) absence from duty for any reason, (3) supervising assemblies, except that a teacher shall not be required to supervise assemblies during a conference period.

E. A conference period is defined as that time when a regular teacher period is not assigned. A conference period shall be a time for class preparation, research, meeting with students, parents or persons in relationship to a student enrolled in school. At the junior high school and high school, the length of the conference period will be equivalent to the normal class hours in that building. Administration may require grade level meetings during a staff member's conference time providing that the number of conference periods used by administration does not exceed one per month.

F. Teachers may volunteer to substitute teach in a colleague's classroom during their conference period. If they substitute teach they will be paid at the rate in Schedule D or earn a comp hour.

ARTICLE V
TEACHING LOADS

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

B. Because the pupil-teacher ratio is an important aspect of an effective educational process, the parties agree to make every effort to have class size meet the standards as set forth in Appendix A. Overloads will be paid at $2 per student per hour. The district has 30 school days at the beginning of each semester to correct the overload. If the overload is corrected within the 30 student days then no payment will be made. If the overload is not corrected within the 30 student days then the overload pay would be paid for the entire time the classroom was overloaded.

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

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

E. Furthermore, the Board may employ the services of a teacher consultant to assist the regular classroom teacher. This assistance could come in the form of lesson plan writing, objective writing, classroom observations for the purpose of modeling, other research-based academic training strategies, and other functions within the teacher consultant's professional scope and teacher guidance in general.

F. Teachers who have only senior students will be required to team teach, tutor, or support in their respective subject area as assigned by the building principal, when the seniors have finished for the year.

ARTICLE VI
SCHOOL FUNCTIONS

A. Faculty meetings called by supervisory personnel shall normally be held between the hours of each particular building, observing openings and closing times. The time of meetings may be changed by mutual agreement of the Administrator and staff. Meetings are limited to one per month and will not extend beyond 4:30 p.m. Notification must be made at least one week in advance.

Elementary	8:00 A.M. - 3:30 P.M.
Junior / Senior High School	8:00 A.M. - 3:30 P.M.

Teachers who perform Zero Hour start at 7:00 A.M.

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

C. weekly schedule for school assemblies, pep sessions or similar activities shall be given to all teachers on Monday of the current week.

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

of six (6) night supervisions. The Superintendent, when in agreement with representatives (negotiating committee) of the Association, shall prepare a tentative school calendar for the ensuing year, on or before, May 1.

E. Parent Teacher Conferences:
   1. Fall Conferences:
      i. Day 1
         a. Jr/Sr High School: 3:30 P.M. to 5:30 P.M. and 6:00 P.M. to 8:00 P.M.
         b. Elementary: 3:30 P.M. to 5:30 P.M.
      ii. Day 2
         a. Jr/Sr High School: 3:30 P.M. to 5:30 P.M.
         b. Elementary: 3:30 P.M. to 5:30 P.M. and 6:00 P.M. to 8:00 P.M.
   2. Spring Conferences:
      i. Teachers make contact with the parents of any students who have D/E or lower. Contacts must be documented and turned into building principals.

NOTE: Conference days and times can be changed at the mutual consent of the MEA and Administration.

ARTICLE VII
MENTOR

A. The Mentor:
   1. A Mentor shall be appointed by the Principal and department head or grade level representative to assist the probationary teacher in making a satisfactory adjustment to the system.
   2. They shall meet the following qualifications:
      i. Be a tenure teacher in good standing.
      ii. Shall be selected by the Principal and department head or grade level representative as soon as possible after employment of the probationary teacher; his/her selection should meet with the mutual consent of Principal and Mentor.
      iii. The assignment may be changed later, in the event of dissatisfaction, after review by Principal and department head or grade level representative.
   3. Duties of the Mentor:
      i. He/she shall familiarize the newcomer with:
         1. Routines
         2. Professional organizations
         3. School policies, a written copy of which shall be available from the school board and administration.
      ii. Acquaint the newcomer with other adult personnel in the building.
      iii. Help newcomer become acquainted in the community.
   4. At <u>no time</u> should the Mentor assume the position of being a supervisor of classroom work of the probationary teacher, rather he/she stands in the position as a friendly counselor and helpful advisor.

ARTICLE VIII
TEACHING CONDITIONS

A. The parties recognize that the availability of optimum school facilities and equipment for both student and bargaining unit members is required to ensure a high quality of education. The employer will construct, equip or maintain any classroom/facility consistent with State and Federal law No bargaining unit member will be required to work, maintain or supervise students in areas constructed, equipped or maintained by the Employer in violation of the foregoing. The Employer agrees to keep the schools and other district facilities reasonably and properly

maintained and equipped with instructional materials and equipment. Such materials and equipment shall be available at the opening of the school year.

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

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

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

E. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, religion, color, national origin, age, sex, sexual orientation or marital status or membership in an association with the activities of any employee or organization.

F. On the matter of student discipline, rules shall be in writing and shall be printed in the Handbook for distribution to staff and students. Any additions and/or modifications shall be published to school's website. All teachers shall be responsible for checking of unacceptable behavior in the school buildings, and on the school grounds, throughout the school day. Teachers and Administration shall follow and enforce disciplinary procedures as specified by Board Policy and Administrative Rules contained in the Teacher and Students' Handbooks.

G. Teachers will continue to report absences through WillSub and provide appropriate substitute lesson plans. In the case of extended absences, teachers will provide plans for the first ten (10) consecutive school days to help ensure instructional continuity for students. After that time, the District will assume responsibility for lesson planning and instructional materials.

H. Teachers serving as supervising teachers of student teachers assigned to Marlette Community Schools by cooperating universities shall do so on a voluntary basis or compensation by that student teacher's college or university.

I. District Staff may view District's Board Policy Manual and Administrative Guidelines on the school's website under District: Board of Education: Policy Manual.

J. A certified teacher will be present in the classroom whenever the time is to be considered as instructional time, as per state guidelines.

K. When a teacher receives a formal evaluation, the teacher may respond in writing within ten (10) days and the response made part of his/her personnel file.

ARTICLE IX
SENIORITY

A. A seniority list shall be provided each fall, to be certified by the Association. Teachers shall be ranked in order of their last date of hire into a bargaining unit position. Seniority shall be broken if a teacher resigns, retires, refuses recall, is dismissed, or accepts employment in a district which is outside the bargaining unit. If two or more teachers are hired on the same day, seniority will be determined at the time of hire for position of seniority by a drawing.

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

ARTICLE X
LEAVE PAY

A. Each regularly employed full-time teacher shall be entitled to twelve (12) sick leave days during any contract year upon their reporting to work for at least one (1) day in accordance to the following schedule:

B. Of the days awarded, three (3) days per year may be used for personal business.
   1. It is understood that such personal leave shall not be granted for the first or last day of the school year, nor on the first working day preceding or following a vacation period or holiday. (Exceptions may be granted by the Superintendent, but would exclude areas of abuse.)

C. Sick leave days may be used for personal sickness, sickness in the family, or time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance.
   1. It is further understood that no more than six (6) teachers from each school building will be excused on a given day. (Exceptions: may be granted by the respective Building Principal).
   2. Emergency leave days shall be granted when the request has been made to the Superintendent or designee through the Building Principal. Whenever possible, the request will be made twenty-four (24) hours in advance.
   3. With principal's approval, teachers may use sick leave in one (1) hour increments to be turned in to the business office in 3-hour increments to be charged one half day. Any used hours will be charged against the teacher's accumulated leave time, in ½ day increments, at the end of each school year.

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

E. Unused sick leave shall accumulate to a maximum of one hundred ten (110) days.

F. All unused sick leave days in excess of one hundred ten (110) days shall be returned to the teacher at the end of the current school year on the basis of Sixty-five dollars ($65) per day.

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

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

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

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

J. There shall be deducted 1/x (x=total teacher work days scheduled for school year) of the amount of the teacher's contract for each duty day of unauthorized leave. Furthermore, any teacher who takes unauthorized leave may

be subject to additional disciplinary action by the Board of Education, if, in the Board's opinion, such action is warranted.

K. The Board shall provide the teachers with an accounting of leave day balances on their Skyward Finance page.

L. If a teacher requests a leave day and school is subsequently closed due to an "Act of God" day, the teacher will not be charged for the leave day.

M. Family and Medical Leave Act – The FMLA entitles employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:
    1. Twelve work weeks of leave in a 12-month period for:
        - The birth of a child and to care for the newborn child within one (1) year of birth
        - The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement
        - To care for the employee's spouse, child, or parent who has a serious health condition
        - A serious health condition that makes the employee unable to perform the essential functions of his or her job
        - Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
    2. Twenty-six work weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent or next of kin (military caregiver leave).

N. Teacher's must notify the current system for leave time.

O. BEREAVEMENT LEAVE
    1. Funeral or Bereavement. A maximum of five (5) days, which shall not be charged against an employee's sick allowance, shall be granted upon the death of a member of the immediate family. Immediate family in this instance shall be defined as spouse, child, parent(s), grandparent(s), grandchild(ren), sister(s), brother(s), and spouse's immediate family. In the event of the death of a non-immediate family member, an employee may use one accrued sick-leave day. For absences in excess of accumulative sick leave, no salary will be paid.
    2. Bereavement leave is time off provided specifically for employee's who experience the loss of a loved one, such as a spouse, child or other immediate family member as defined by the collective bargaining agreement. Bereavement leave allows the staff member time to mourn. It also provides the employee time to arrange and attend necessary functions such as memorial services, funerals, burial services, and other events directly related to the occurrence of death. This would include definitive legal action mandated for the employee to have to attend to as a result of the death. Or, when an employee is the main person who is responsible for conducting the deceased's business, the employee may also need time to wrap up his/her loved one's affairs.
    3. Bereavement leave may not be "banked", should be taken consecutively whenever possible, may not be taken for two different memorial services at two different times for the same deceased relative. Except with unusual legal circumstances, should be taken within thirty (30) days of the occurrence. All employees shall provide information to District Office on the use of bereavement days. Especially when there are extended duties and responsibilities directly related to the deceased's affairs.
    4. There may be extenuating circumstances that arise that may be approved at the Superintendent's discretion.

LEAVES OF ABSENCES

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

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

1. The Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
2. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the Public-School Employees' Retirement System.
3. A teacher upon return from sabbatical leave shall be restored to his or her teacher position or to a position of like nature, seniority, status and pay.
4. Sabbatical leave may be given to teachers to permit them to improve their ability to render education service. Such service is usually achieved by formal study, research, and/or writing and travel. Applications for sabbatical leave for other types of experiences will be considered on their merits. Approval of a sabbatical leave shall be contingent upon securing an employee qualified to assume the applicant's duties. A teacher on sabbatical leave shall furnish as many reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all other requirements of the leave.
5. Application for all sabbatical leaves must be submitted on or before April 1 prior to the requested leave. However, said deadlines may be waived if, in the opinion of the Superintendent, extenuating circumstances exist and said waiver would be in the best interests of the school.
6. Teachers on sabbatical leave and/or leave of absence must notify the Superintendent prior to June 1, of their intention to return to their teaching position at the beginning of the following school year. Failure to provide said notice will result in automatic termination of employment from the School District.

A. Childbirth/Care Leave

1. Upon application, teachers will be granted a leave without pay for the purpose of childbirth and/or child care of the infant for a duration not to exceed one (1) year, unless renewed at the discretion of the Board.
2. The pregnant teacher may continue teaching as long as she can continue her regularly assigned responsibilities. The teacher's physician will furnish a statement to this effect.
3. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the effective date of such leave and shall include a statement of the exact date on which the teacher wishes to commence the leave and shall be relaxed upon complication occurring, which shall be followed up by a physician's statement, or adoption, which will be verified by the adoption agency.
4. A teacher on childbirth/care leave under the above conditions wishing to return to duty at the beginning of the next school year shall file a written request with the Superintendent by June 1 of the previous school year.
5. Leaves for adoption shall be the same as for child care.
6. Should the course of nature be interrupted, or should the death of the child occur within the period of leave, the above rules may be relaxed under such conditions as the Board may prescribe.
7. The beginning and ending dates of the leave may be changed with mutual agreement between teacher and Board.
8. Such leave may also be granted for reasons other than the care of the newborn children. (Example...Terminally ill or seriously ill children). However, these requests would be handled on an individual basis and must receive approval of the Superintendent and the Board.

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

C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
   1. Absence when a teacher is called for jury duty.
   2. Teachers shall be granted a maximum of two (2) days if necessary to complete the requirements of a selective service physical examination, and the Board may require the teacher to submit proof of such requirement.
   3. Visitations at other schools or for attending educational conferences or conventions provided such leave is approved by the Superintendent. Mileage allowance (in accordance with Board Policy), meals, lodging and registration fees shall be deemed appropriate expenses of the Board as well as the cost of the substitute teacher needed to relieve the participant.
   4. The Board shall establish a bank of eight (8) days to be used for Association meetings. Such usage shall be determined by the Association President. The Association President shall submit a request for such leave in writing to the Superintendent at least two (2) days prior to commencement of such leave.

D. Miscellaneous Leaves of Absence
   1. Teachers who are elected officers of the State Association, upon the completion of a request for leave form, may be given a leave of absence without pay and without accumulation of fringe benefits, sick leave or credit on the salary schedule for the purpose of performing duties for the Association, not to exceed one (1) year.
   2. Military, Reserve, or National Guard leaves of absence shall be granted to any teacher who shall be inducted, or called for a period of authorized training, or shall enlist for military duty in any branch of the Armed Forces of the United States, until expiration of the first enlistment or the duration of the emergency. Such teacher shall be granted the leave of absence without loss of status, salary, seniority and other rights or benefits. The teacher shall make reasonable effort to ensure that such service be performed during non-school time. A teacher serving military duty shall be compensated for the difference between the teacher's pay and the pay received for the performance of the obligation. Any overpayment resulting from military duty shall be repaid to the District. A payment plan may be set up between the teacher and Administration.
   3. Exchange teacher in accordance with Section 380.1234 of the revised school code.

      "The Board of any school district, except a primary may pay, for a period of not more than one (1) year, the salary of any qualified teacher who has taught within the school district for three (3) or more years while the teacher, with the consent of the Board of their district, is performing teaching duties in another state of the United States, a foreign state of the United States, foreign country or a territory of the United States or a foreign country. A teacher of this state while on exchange duty is entitled to the same compensation, rights, and privileges, including retirement benefits, as though the teacher were continuously performing normal teaching duties for the employing board consenting to the exchange."

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

ARTICLE XII
PROTECTION OF TEACHERS

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

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

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

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

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

C. Any and all complaints received by the Administration from parents or legal guardians of a student directed toward a teacher shall be investigated by the administration. All personnel records shall follow the Bullard-Plawecki Employee Right to Know Act (APPENDIX D)

D. When a Bargaining Unit Member reports an act of violence or assault to their respective building administrator, a meeting will be called within five (5) school days, to develop a strategy and plan to secure the safety of the employees, staff and students. Any case of assault upon a teacher shall be promptly reported in writing to the Superintendent of Schools. The incident will be investigated, and action taken as administration deems, in a reasonably prompt manner considering the determined facts and acceptable law.

A good faith effort will be made to have the following people attend the meeting: the school superintendent, special education director (if applicable), building principal, classroom teacher, case manager (if applicable), all ancillary staff (if assigned), all paraprofessional staff (if assigned), and all other relevant staff, as well as union representation.

ARTICLE XIII
NEGOTIATION PROCEDURES

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

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

ARTICLE XIV
GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is an alleged violation, event or condition involving the interpretation and application of the provisions of this Agreement.
2. The "aggrieved" person is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this Agreement.
4. The "party of interest" is the person or persons who might be required to act or against whom action might be taken in order to resolve the problem.

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

1. The termination of services, or failure to re-employ, any teacher.
2. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure, or authorizes a remedy (discharge and/or demotion).

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

1. The term "days" as used herein shall mean days in which school is in session or business days during the summer.
2. Any timeline provided for in the grievance procedure may be extended by mutual written agreement of the parties.

D. Written grievances as required herein shall be filed on the approved grievance form attached as Appendix B and contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to alleged violation.
4. It shall cite the section or subsections of this contract (or the written board policy) alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

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

E. Level One—

A teacher believing himself/herself wronged by an alleged violation of the express provisions of this Contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the Building Principal, either personally or accompanied by an Association representative, in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and present it to the Principal who shall within five (5) days render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the Association President, the Superintendent and President of the Board of Education, with a copy kept in a permanent file in the office of the Principal and Superintendent. If no decision is rendered in writing within five (5) days, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal to Level Two.

Level Two—

A copy of the written grievance shall be filed with the Superintendent or designated agent, as specified in Level One, with the endorsement thereon of the approval or disapproval of the grievance, the Superintendent or designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance within ten (10) days of receipt of the grievance. Within five (5) days of the discussion, the Superintendent or designated agent shall render the decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the Association President, the Building Principal, Superintendent and President of the Board of Education. Copies of same shall be kept in a permanent file in the

office of the Building Principal and Superintendent. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three—

Upon proper application as specified in Level Two, the Board shall allow the teacher or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within five (5) days after its next regularly scheduled meeting, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one (1) or more of its members to hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than five (5) days after next regularly scheduled meeting after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Building Principal for the building in which the grievance arose, the grievant, the Secretary of the Association, and the Association President.

Level Four—

If the grievant and/or Association is not satisfied with the disposition of the grievance by the Board of Education, the parties may request mediation of the issue through the Michigan Employment Relations Commission within thirty (30) business days of the Level Three disposition.

Level Five –

Should the matter not be submitted to mediation or if mediation fails to resolve the grievance within thirty (30) business days it may be submitted to arbitration before an impartial arbitrator. If the parties do not agree as to the arbitrator within five (5) business days from the notification date that the arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with the rules which shall likewise govern the arbitration proceeding. Neither party may rely on any grounds nor any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereof may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitration shall be shared equally by the parties.

The time limits provided in the Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school terms or as soon thereafter as possible. Notwithstanding the expiration of the Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

LIMITATIONS OF ARBITRATIONS:

The arbitrator shall have power only to interpret the meaning of the language of this contract and may not alter, add to, or subtract from the term of this Agreement. The arbitrator may not hear any case which involves discharge or demotion which may have been filed under the Tenure Act. The arbitrator shall have no power to question the reasonableness of written Board policy. The jurisdiction of the arbitrator shall be specifically limited by the terms of this contract and the conditions as specified above.

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

They shall have no power to rule on the following:

1. The termination of services of or failures to re-employ any probationary teacher.

ARTICLE XV
TEACHER RETIREMENT

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

ARTICLE XVI
COORDINATING COUNCIL

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

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

B. Meetings.
   1. The Council shall meet once a month, October through May.
   2. Special meetings may be called by the Chairperson (president of the association) by serving written notice at least two (2) school days (rule may be waived by mutual consent) prior to the time of special meeting.

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

D. Purposes of Coordinating Council.
   1. To discuss problems of mutual concern as they shall arise during the life of this Agreement and to establish an open communication by the Association and the Administration. However, it is expressly understood that the problems herein above discussed shall in no way constitute negotiations of articles under this Agreement, or new articles, except as they shall be formally requested pursuant to the articles of this Agreement.
   2. To charge this committee to recommend to the Board of Education in-service training programs which will meet the needs of the staff and curriculum.

   In-Service Training may include:
      i. Demonstrations.
      ii. College Classes - promoted by the Council.
      iii. Time to evaluate the needs of the Marlette Community Schools' Curriculum.
      iv. Time to develop curriculum and a course of study to provide continuity in the school program.
      v. Time for workshops pertaining to educational needs in the Marlette Community Schools.
      vi. Visitations in other school systems with the approval of the Board and Administration. The goals of these visitations shall fill a direct need for the problem under study.

vii. Any expense involving curriculum planning or in-service training may be assumed by the Board.

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

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

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

ARTICLE XVII
MANAGEMENT RIGHTS

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

ARTICLE XVIII
PROFESSIONAL DEVELOPMENT

The district will establish a Professional Development fund annually for PD outside the district in the amount of $135 times the number of classroom teachers. These monies are to be used for registration fees, travel, food and lodging. It is also understood that the Board is open to investing even more monies should the fund become depleted.

In order to access this money, the teacher must go through the established procedures of requesting to go to conferences, seminars, work sessions, visitations or classes. This function must be directly related to the teacher's current or proposed teaching assignment. The Board of Education will solicit staff input on how the Professional Development funds are to be spent. After the input is received, a district focus will be determined. A teacher, with the approval of their principal and the Superintendent, can deviate from the agreed upon district focus as specified needs arise.

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

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

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

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

Mileage will be paid at the IRS rate. Meals will be reimbursed as per Board Policy.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

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

B. Duplicated copies of this Agreement shall be printed at the expense of the Board. Additional copies will be available on the district website within 45 days of a signed agreement.

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

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

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

F. If an emergency financial manager is appointed by the state under the Local Financial Stability and Choice Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement at his/her sole discretion. The authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2026, and remain in effect until June 30, 2029.

Board of Education

By_____
President

By_____
Secretary

Date:

Marlette Education Association

By_____
President

By_____
Secretary

Date:

SCHEDULE A

- **2026-2027: 10% Steps 1-3 8% Steps 4-6 6% Steps 7-9 5% Steps 10-18**
- **2027-2028: 3% Increase**
- **2028-2029: 2% Increase**

A. Basic Salary Schedule

With the elimination of step advancements in the BA Lane beyond step 7 the district will grandfather existing employees at their 2015-2016 step

2026-2027***

10% Steps 1-3 8% Steps 4-6 6% Steps 7-9 5% Steps 10-18

Step	BA	BA/20	MA	MA/20 +
1	41,954	43,160	44,216	48,259
2	43,160	44,216	46,160	50,368
3	44,216	46,160	48,259	52,628
4	45,321	47,382	49,452	54,909
5	47,382	49,452	51,672	57,857
6	49,452	51,672	54,909	61,103
7	50,715	53,893	56,785	64,308
8	51,221	56,785	59,972	67,634
9	51,734	59,972	64,308	70,052
10	53,286	63,701	66,996	74,160
11	54,885	65,676	69,391	76,413
12	56,532	67,679	71,394	78,416
13		68,480	71,604	79,215
14		68,822	72,556	79,611
15		69,167	72,918	80,009
16		69,512	73,283	80,410
17		69,860	73,649	80,812
18+		70,348	75,711	81,215

2027-2028***

3% Increase

Step	BA	BA/20	MA	MA/20 +
1	43,213	44,455	45,542	49,707
2	44,455	45,542	47,545	51,879
3	45,542	47,545	49,707	54,207
4	46,681	48,803	50,936	56,556
5	48,803	50,936	53,222	59,593
6	50,936	53,222	56,556	62,936
7	52,236	55,510	58,489	66,237
8	52,758	58,489	61,771	69,663
9	53,286	61,771	66,237	72,154
10	54,885	65,612	69,006	76,385
11	56,531	67,646	71,473	78,705
12	58,227	69,709	73,536	80,768
13		70,534	73,742	81,591
14		70,887	74,733	81,999
15		71,242	75,106	82,409
16		71,597	75,481	82,822
17		71,956	75,858	83,236
18+		72,458	77,982	83,651

2028-29***

2% Increase

Step	BA	BA/20	MA	MA/20 +
1	44,077	45,344	46,453	50,701
2	45,344	46,453	48,496	52,917
3	46,453	48,496	50,701	55,291
4	47,615	49,779	51,955	57,687
5	49,779	51,955	54,286	60,785
6	51,955	54,286	57,687	64,195
7	53,281	56,620	59,659	67,562
8	53,813	59,659	63,006	71,056
9	54,352	63,006	67,562	73,597
10	55,983	66,924	70,386	77,913
11	57,662	68,999	72,902	80,279
12	59,392	71,103	75,007	82,383
13		71,945	75,217	83,223
14		72,305	76,228	83,639
15		72,667	76,608	84,057
16		73,029	76,991	84,478
17		73,395	77,375	84,901
18+		73,907	79,542	85,324

***For the duration of the contract:

- Employees who have completed fifteen (steps 15-17) years of service in the District shall receive an annual longevity stipend of $500.
- Employees who have completed eighteen (steps 18+) years of service in the District shall receive an annual longevity stipend of $1,000.

1. The Board will pay retirement on the above salary schedule(s) for all wages earned.
2. Completion of twenty (20) semester hours of graduate credits will be necessary to qualify a teacher for the salary schedules beyond the Bachelor's Degree. It will be the responsibility of the teacher to notify the District Office by the third Monday in June of the anticipated Lane Change and a verification of these credits must be presented to the District Office by the second payroll date in August. In order to be compensated for degrees or credits obtained by the second semester of the current working year, teachers must notify the Superintendent and Association President of the change to take place second semester, by the first day of the opening of school. It will be the responsibility of the teacher to verify no later than January 6 that this change will definitely take place. Upon completion of these credits, all transcripts or letters of verification, must be forwarded to the Superintendent in a timely manner.

   Hours beyond the master degree will be taken from an accredited university and must be graduate level courses unless required for certification or highly qualified.

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

No duplicate credits may be counted toward advancement on the Salary Schedule. Teachers may make only one degree change on the Salary Schedule at a time, without prior approval by the Superintendent, one year in advance.

B. Health Insurance:

The Board agrees to pay for the purchase of the following insurance plans for each full-time regularly employed teacher in the school system who submits the necessary applications for such coverage including a statement that the teacher is not covered by hospitalization insurance by another source.

Every September the Marlette EA will review MESSA plans and decide on which health plans are selected for the group based on the majority vote of the membership. By October 31st, the Marlette EA will inform the district of the selected plans. Employees are able to change plans, if desired, in November (pending open enrollment approval of the insurance provider). New plans and coverage would take effect January 1st of each year (pending approval of the insurance provider). Without notice from Marlette EA by October 31st, the current insurance shall continue for the following year.

The District will pay 100% of the deductible on January 1 of each year of the contract. The District will pay the hard cap in accordance with PA152 for each school year. The remaining balance will be the responsibility of the employee. This amount shall be deducted, pre-tax, over 21 or 26 pays depending on the number of pays the teacher chooses. Board paid MESSA insurance benefits cannot be used for the purpose of an abortion.

PAK C:

A. Hospitalization
    a. ABC1 (self, self & spouse, self & child, full family)
        i. $1,500/$3,000 deductible. Deductible paid by employee
B. Dental
    a. E/007 Class 1-80%/Class, 2-80%/Class, 3-80% with $2,000 maximum
    b. Class 4 – Orthodontics $1,300 maximum
C. Negotiated Life
    a. $40,000 AD & D
D. Vision
    a. VSP 3

PAK B:

A. Dental
    a. Class 1-100%/Class, 2-90%/Class, 3-90% with $2,000 maximum
    b. Class 4 – Orthodontics $1,500 minimum
B. Vision
    a. VSP 3
C. Negotiated Life
    a. $50,000 AD & D
D. Dependent Life
    a. $10,000 spouse/$5,000 children

Cash option:

1. The Board agrees to provide a $1,500 cash benefit for those employees choosing PAK B who are covered under a spouse/parent employed at Marlette Community Schools health care policy **to** be paid in twenty (20) bi-weekly payments commencing with the first paycheck of the new school year.
2. Eligible employees (minimally 80%) who are covered under a spouse/parent health care policy (other than through Marlette Community Schools) can choose a cash option in lieu of health care benefits. The Board will provide a $2,000 cash benefit for a single employee, $4,000 cash benefit for employee and spouse/child, or $6,000 cash benefit for a family.

The Board's contribution for regularly employed part-time teachers (minimally 80%), or for teachers who are employed for less than a full school year, shall be prorated. A full-time teacher who completes his/her duties for the full school year shall receive coverage through August 31. If a teacher retires at the end of the school year, he/she may choose to make the effective date of retirement the first day of July, August or September. Health coverage would then terminate the day before the retirement effective date. Coverage will go through August 31, but no coverages will be carried beyond August 31. Should a teacher retire mid-year, health coverage would end the day preceding the effective date of retirement.

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

C. Credit on Salary Schedule for Previous Teaching Experience:
   1. Credit on the salary schedule shall not be given for less than a full semester (1/2 school year) of experience.
   2. For experienced teachers first entering service at Marlette Community Schools, at the administration's discretion, full credit on the salary schedule may be given for years of actual teaching experience in approved public or private schools in the United States, its territories, possessions, armed forces schools, or schools of equivalent standards.

D. Reimbursed mileage - mileage will be reimbursed at the current IRS rate.

E. Department and/or Grade Level Chairpersons:

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

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

A teacher who accepts the high school department chairmanship shall be reimbursed at a rate of 1% of base salary per year.

F. Terminal Payment: Compensation per accumulated sick leave will be granted upon retirement from the Marlette Community School System at the rate of Thirty-five ($35.00) Dollars per accumulated sick days up to and including one hundred (100) days. After one hundred (100) days, it is Sixty-five ($65.00) Dollars per accumulated sick day. Total compensation not to exceed $4,125.00. Terminal payment will only be made to those staff members with a minimum of ten (10) years of teaching experience in the Marlette Community School System. The terminal payment will only be paid once, even if a staff member resumes teaching on a part-time basis after his/her original retirement date.

G. Association members who are required to travel between buildings will be reimbursed at a rate of $125 per semester. This amount will be added to the employee's W-2 since the reimbursement is not for actual mileage.

H. Each teacher will receive a $250 supply allowance to be spent at his or her discretion. Any additional purchases must be approved by the building principal and administration.

I. EARLY RETIREMENT: A teacher who has acquired a minimum of ten years teaching services in the Marlette Community School District and has obtained ___ years of total teaching experience (according to ORS) may at his/her option retire providing the teacher submits a written resignation by the deadlines noted. If a teacher will be retiring at the end of the first semester, he/she must submit his/her written resignation by October 1.
   1. 30 Years (Education Experience) Submit by Feb.1 (or Oct. 1 if Semester 1) $3,500. Submit by April 1, $2,500.
   2. 25-29 Years (Education Experience) Submit by Feb. 1 (or Oct 1 if Semester 1) $2,250. Submit by April 1, $1,250.

SCHEDULES B, C AND D

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

SCHEDULE B

COMPENSATION FOR EXTRA DUTIES

Varsity Football	
Head	10.0%
Varsity Assistant (2)	6.0%
Head JV	6.0%
JV Assistant	4.0%
JH Football	3.0%
JH Grade Assistant (1)	2.0%

***Varsity football head coach and assistants shall receive a postseason stipend of $250 (district-level appearance) in recognition of qualifying for post season playoffs.

Girls Varsity Soccer	
Head Varsity	10.0%
Boys' Varsity Basketball	
Head	10.0%
Varsity Assistant (1)	6.0%
Junior Varsity	6.0%
Freshman Basketball	5.0%
Boys' Middle School Basketball	
7th Grade	3.0%
8th Grade	3.0%
Varsity Track	
Boys' Coach	10.0%

Girls' Coach	10.0%
Varsity Track Assistant	6.0%
Middle School Track	
Boys Coach	3.0%
Girls Coach	3.0%
Varsity Baseball	
Head	10.0%
Junior Varsity	6.0%
Varsity Wrestling	
Head	10.0%
Assistant	6.0%
Boys' & Girls' Varsity Cross Country	10.0%
7th & 8th Grade Cross Country	3.0%
Girls' Varsity Basketball	
Head	10.0%
Varsity Assistant (1)	6.0%
Junior Varsity	6.0%
Freshman	5.0%
Girls' Middle School Basketball	
7th Grade	3.0%
8th Grade	3.0%
Girls' Varsity Volleyball	
Head	10.0%
Varsity Assistant	6.0%
JV	6.0%
Freshman	5.0%
8th	3.0%
7th	3.0%
Girls' Varsity Softball	
Head	10.0%
Junior Varsity	6.0%
Cheerleader Sponsors	
Head Fall	4.0%
Head Winter	6.0%
JV Fall	2.0%
JV Winter	3.0%
JH Cheerleading	3.0%

JV Cheer will only be posted if the Head Sponsor, Athletic Director and Superintendent feel it is necessary. If only one sponsor is hired for both JV and Varsity, that sponsor will receive 2% additional compensation, up to 10% maximum.

Head coaches of varsity team sports who achieve the following championships will receive:

League Championships: $250
District Championships: $250
Regionals: $350
Quarterfinal: $500
State Championship: $750

Junior-Senior Choral Director	3.0%
Band Director	10.0%
Yearbook	4.0%
Senior Coordinator	3.5%

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

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

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

On the recommendation of the Athletic Director and approval of the Superintendent for Varsity sports that do not have an Assistant position on Schedule B; one may be hired. The pay will be $500.

Base for coaches

Step	
1	$36,746
2	$37,802
3	$38.727
4	$40,431
5	$42,269
6	$44,115
7	$46,095
8	$48,984
9	$51,613
10	$54,510
11	$57,585

SCHEDULE C

Business Professionals of America	3%	
National Honor Society	3%	
HS Robotics Club	3%	
Elementary/JH Robotics Club	2%	
Gifted & Talented		2%
Quiz Bowl – High School		1.5% each semester
Quiz Bowl – Junior High		1.0%

A minimum of 8 events and 10 practices per semester

Class Sponsors

Senior	2.5%
Junior	2.5%
Sophomore	2.0%
Freshman	2.0%

Student Council

High School	4.50%
Junior High Grades 7-8	2.50%
Elementary School K-6	2.50%

Junior/Senior High School Field Trips

Staff participating in approved overnight trips (any grade level) will be paid as follows:

Trip Coordinators	1.0% per night	
Trip Chaperones (with administration approval)		0.5% per night

Concurrent Enrollment (per semester) 2.0%

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

Clubs or extracurricular activities not included on the approved list may be proposed for addition. Requests may be submitted in writing to the Superintendent or designee and include the purpose of the club, expected student participation, supervision requirements, and any associated costs.

SCHEDULE D

Summer School	$50.00 per hour
Tutoring	$50.00 per hour

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

Conference period as substitute $30.00 per period**^

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

^ In the event of staff asked to long-term sub a classroom as a teacher of record during their prep time, they will be reimbursed for sub plans during that hour if absent.

Homebound and Home Base Instruction $50.00 per hour

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

Additional class teaching assignment 1/7 of Base 1 at the teacher's current lane, with a cap of $6,100 per semester.

School Year Compensation During the school year, teachers will be awarded one comp hour for each period they sub.

Seven (7) comp hours at the elementary level equates to a full day, and seven (7) comp hours at the JH/HS level equates to a full day.

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

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

The Board will pay retirement on the above Schedule.

APPENDIX A

CLASS SIZE

1. Elementary

Kindergarten	25
Grades 1-3	25
Grades 4-5	27
Exploratory	30 – Including Social Studies/Life Skills and Science Classes, when offered in the exploratory rotation

2. Junior High: The Board shall strive to establish the following recommended class sizes

Art	30	Social Studies	30
Math 7 & 8	30	English	28
Physical Education	36	Science 7 & 8 – General	30
Band	60	Science 7 & 8 Lab	25
Grade 6	27	Exploratory	30

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

Art (more than one prep)	24	Foreign Language	30
Art (one prep only)	26	Business/Computers	30
English	28	Math	30

Physical Education	36
Social Studies/History	30
Special Education - Caseload	30
Special Education - Per Classroom	19
Life Management	30
AP/Concurrent Classes	25
Alternative Education	30

Science Classes (General)	30
Science Classes (Lab)	25

Science classes termed as "lab" classes will consist of a minimum of ten labs per semester. Lab documentation will be provided to the building administrator at the end of each semester if requested.

APPENDIX B

MARLETTE COMMUNITY SCHOOLS MARLETTE, MICHIGAN 48453

TEACHERS GRIEVANCE REPORT

A. FACTS UPON WHICH GRIEVANCE IS BASED:

1. Teacher directly involved in alleged incident _____
2. Date of alleged incident: _____ Time: _____
3. Place of alleged incident _____
4. Witnesses: _____

   _____
5. Nature of incident _____

   _____

   _____

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

_____

_____

C. STATE RELIEF REQUESTED _____

_____

_____

D. TEACHER(S) FILING GRIEVANCE

_____ _____
Signature of Employee Date

_____ _____
Signature of Employee Date

_____ _____
Signature of Employee Date

RECEIVED BY _____ _____
Signature of Administrator Date

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

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

Date	Association President	Date	Grievance Chairperson

APPENDIX C

CODE OF ETHICS OF THE EDUCATION PROFESSION

PREAMBLE

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

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

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

PRINCIPLE I - COMMITMENT TO THE STUDENT

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

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

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning;

2. Shall not unreasonably deny the student access to varying points of view;

3. Shall not deliberately suppress or distort subject matter relevant to the student's progress;

4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety;

5. Shall not intentionally expose the student to unnecessary embarrassment or disparagement;

6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family, social or cultural background, or sexual orientation, unfairly;
   a. Exclude any student from participation in any program;
   b. Deny benefits to any student;
   c. Grant any advantage to any student;

7. Shall not use professional relationships with students for private advantage;

8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II - COMMITMENT TO THE PROFESSION

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

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

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

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications;

2. Shall not misrepresent his/her professional qualifications;

3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education or other relevant attributes;

4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position;

5. Shall not assist a non-educator in the unauthorized practice of teaching;

6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law;

7. Shall not knowingly make false or malicious statements about a colleague;

8. Shall not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions.

APPENDIX D

BULLARD-PLAWECKI EMPLOYEE RIGHT TO KNOW ACT
Act 397 of 1978

AN ACT to permit employees to review personnel records; to provide criteria for the review; to prescribe the information which may be contained in personnel records; and to provide penalties.

History: 1978, Act 397, Eff. Jan. 1, 1979.

Popular name: Right-to-Know

The People of the State of Michigan enact:

423.501 Short title; definitions.

Sec. 1. (1) This act shall be known and may be cited as the "Bullard-Plawecki employee right to know act".

(2) As used in this act:

(a) "Employee" means a person currently employed or formerly employed by an employer.

(b) "Employer" means an individual, corporation, partnership, labor organization, unincorporated association, the state, or an agency or a political subdivision of the state, or any other legal, business, or commercial entity which has 4 or more employees and includes an agent of the employer.

(c) "Personnel record" means a record kept by the employer that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action. A personnel record shall include a record in the possession of a person, corporation, partnership, or other association who has a contractual agreement with the employer to keep or supply a personnel record as provided in this subdivision. A personnel record shall not include:

(i) Employee references supplied to an employer if the identity of the person making the reference would-be disclosed.

(ii) Materials relating to the employer's staff planning with respect to more than 1 employee, including salary increases, management bonus plans, promotions, and job assignments.

(iii) Medical reports and records made or obtained by the employer if the records or reports are available to the employee from the doctor or medical facility involved.

(iv) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.

(v) Information that is kept separately from other records and that relates to an investigation by the employer pursuant to section 9.

(vi) Records limited to grievance investigations which are kept separately and are not used for the purposes provided in this subdivision.

(vii) Records maintained by an educational institution which are directly related to a student and are considered to be education records under section 513(a) of title 5 of the family educational rights and privacy act of 1974, 20 U.S.C. 1232g.

(viii) Records kept by an executive, administrative, or professional employee that are kept in the sole possession of the maker of the record, and are not accessible or shared with other persons. However, a record concerning an occurrence or fact about an employee kept pursuant to this subparagraph may be entered into a personnel record if entered not more than 6 months after the date of the occurrence or the date the fact becomes known.

History: 1978, Act 397, Eff. Jan. 1, 1979.

Popular name: Right-to-Know

423.502 Personnel record information excluded from personnel record; use in judicial quasi-judicial proceeding.

Sec. 2. Personnel record information which was not included in the personnel record but should have been as required by this act shall not be used by an employer in a judicial or quasi-judicial proceeding. However, personnel record information which, in the opinion of the judge in a judicial proceeding or in the opinion of the hearing officer in a quasi-judicial proceeding, was not intentionally excluded in the personnel record, may be used by the employer in the judicial or quasi-judicial proceeding, if the employee agrees or if the employee has been given a reasonable time to review the information. Material which should have been included in the personnel record shall be used at the request of the employee.

History: 1978, Act 397, Eff. Jan. 1, 1979. **Popular name:**

Right-to-Know

423.503 Review of personnel record by employee.

Sec. 3. An employer, upon written request which describes the personnel record, shall provide the employee with an opportunity to periodically review at reasonable intervals, generally not more than 2 times in a calendar year or as

otherwise provided by law or a collective bargaining agreement, the employee's personnel record if the employer has a personnel record for that employee. The review shall take place at a location reasonably near the employee's place of employment and during normal office hours. If a review during normal office hours would require an employee to take time off from work with that employer, then the employer shall provide some other reasonable time for the review. The employer may allow the review to take place at another time or location that would be more convenient to the employee.

History: 1978, Act 397, Eff. Jan. 1, 1979. **Popular name:** Right-to-Know

423.504 Copy of information in personnel record; fee; mailing.

Sec. 4. After the review provided in section 3, an employee may obtain a copy of the information or part of the information contained in the employee's personnel record. An employer may charge a fee for providing a copy of information contained in the personnel record. The fee shall be limited to the actual incremental cost of duplicating the information. If an employee demonstrates that he or she is unable to review his or her personnel record at the employing unit, then the employer, upon that employee's written request, shall mail a copy of the requested record to the employee.

History: 1978, Act 397, Eff. Jan. 1, 1979.

Popular name: Right-to-Know

423.505 Disagreement with information contained in personnel record; agreement to remove or correct information; statement; legal action to have information expunged.

Sec. 5. If there is a disagreement with information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The statement shall not exceed 5 sheets of 8-1/2-inch by 11-inch paper and shall be included when the information is divulged to a third party and as long as the original information is a part of the file. If either the employer or employee knowingly places in the personnel record information which is false, then the employer or employee, whichever is appropriate, shall have remedy through legal action to have that information expunged.

History: 1978, Act 397, Eff. Jan. 1, 1979.

Popular name: Right-to-Know

423.506 Divulging disciplinary report, letter of reprimand, or other disciplinary action; notice; exceptions.

Sec. 6. (1) An employer or former employer shall not divulge a disciplinary report, letter of reprimand, or other disciplinary action to a third party, to a party who is not a part of the employer's organization, or to a party who is not a part of a labor organization representing the employee, without written notice as provided in this section.

(2) The written notice to the employee shall be by first-class mail to the employee's last known address, and shall be mailed on or before the day the information is divulged from the personnel record.

(3) This section shall not apply if any of the following occur:

(a)The employee has specifically waived written notice as part of a written, signed employment application with another employer.

(b)The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration.

(c)Information is requested by a government agency as a result of a claim or complaint by an employee.

History: 1978, Act 397, Eff. Jan. 1, 1979.

Popular name: Right-to-Know

423.507 Review of personnel record before releasing information; deletion of disciplinary reports, letters of reprimand, or other records; exceptions.

Sec. 7. An employer shall review a 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. This section does not apply to any of the following circumstances:

(a) The release is ordered in a legal action to a party in that legal action. (b) The release is ordered in an arbitration to a party in that arbitration. (c) The release is part of a record regarding the reason or reasons for, and circumstances surrounding, a separation of service under section 5 of the law enforcement officer separation of service record act, 2017 PA 128, MCL 28.565.

(d) The release is requested by the Michigan commission on law enforcement standards, a law enforcement training academy, or a law enforcement agency for the purpose of determining compliance with licensing standards and procedures under the Michigan commission on law enforcement standards act, 1965 PA 203, MCL 28.601 to 28.615.

History: 1978, Act 397, Eff. Jan. 1, 1979;□Am. 2018, Act 521, Eff. Mar. 28, 2019.

Popular name: Right-to-Know

423.508 Gathering or keeping certain information prohibited; exceptions; information as part of personnel record.

Sec. 8. (1) An employer shall not gather or keep a record of an employee's associations, political activities, publications, or communications of nonemployment activities, except if the information is submitted in writing by or authorized to be kept or gathered, in writing, by the employee to the employer. This prohibition on records shall not apply to the activities that occur on the employer's premises or during the employee's working hours with that employer that interfere with the performance of the employee's duties or duties of other employees.

(2) A record which is kept by the employer as permitted under this section shall be part of the personnel record.

History: 1978, Act 397, Eff. Jan. 1, 1979.

Popular name: Right-to-Know

423.509 Investigation of criminal activity by employer; separate file of information; notice to employee; destruction or notation of final disposition of file and copies; prohibited use of information; release of information to certain law enforcement agencies.

Sec. 9. (1) If an employer has reasonable cause to believe that an employee is engaged in criminal activity that might result in loss or damage to the employer's property or disruption of the employer's business operation, and the employer is engaged in an investigation, then the employer may keep a separate file of information relating to the investigation. Upon completion of the investigation or after 2 years, whichever comes first, the employee must be notified that an investigation was or is being conducted of the suspected criminal activity described in this section. Upon completion of the investigation, if disciplinary action is not taken, the investigative file and all copies of the material in it must be destroyed.

(2) An employer that is a criminal justice agency and that is involved in the investigation of an alleged criminal activity or the violation of an agency rule by an employee shall maintain a separate confidential file of information relating to the investigation. Upon completion of the investigation, if disciplinary action is not taken, the employee must be notified that an investigation was conducted. If the investigation reveals that the allegations are unfounded or unsubstantiated or if disciplinary action is not taken, the separate file must contain a notation of the final disposition of the investigation and information in the file must not be used in any future consideration for promotion, transfer, additional compensation, or disciplinary action. The employer may release information in the separate file to a prospective employing law enforcement agency if the information is part of a record regarding the reason or reasons for, and circumstances surrounding, a separation of service under section 5 of the law enforcement officer separation of service record act, 2017 PA 128, MCL 28.565. The employer shall release information in the separate file to the Michigan commission on law enforcement standards upon the request of the Michigan commission on law enforcement standards.

History: 1978, Act 397, Eff. Jan. 1, 1979;□Am. 2018, Act 521, Eff. Mar. 28, 2019.

Popular name: Right-to-Know

423.510 Right of access to records not diminished.

Sec. 10. This act shall not be construed to diminish a right of access to records as provided in Act No. 442 of the Public Acts of 1976, being sections 15.231 to 15.246 of the Michigan Compiled Laws, or as otherwise provided by law.

History: 1978, Act 397, Eff. Jan. 1, 1979.

Popular name: Right-to-Know

423.511 Violation; action to compel compliance; jurisdiction; contempt; damages.

Sec. 11. If an employer violates this act, an employee may commence an action in the circuit court to compel compliance with this act. The circuit court for the county in which the complainant resides, the circuit court for the county in which the complainant is employed, or the circuit court for the county in which the personnel record is maintained shall have jurisdiction to issue the order. Failure to comply with an order of the court may be punished as contempt. In addition, the court shall award an employee prevailing in an action pursuant to this act the following damages:

(a) For a violation of this act, actual damages plus costs.

(b) For a willful and knowing violation of this act, $200.00 plus costs, reasonable attorney's fees, and actual damages.

History: 1978, Act 397, Eff. Jan. 1, 1979. **Popular name:** Right-to-Know

423.512 Effective date.

Sec. 12. This act shall take effect January 1, 1979.

History: 1978, Act 397, Eff. Jan. 1, 1979. **Popular name:**
Right-to-Know

APPENDIX E

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

Calendar Event	2026-2027
Teacher PD and Work Days	August 18 (T) – 20 (Th) County-wide PD - August 19th
First Day for Students	August 24 (M)
No School	August 28 (F)
No School - Labor Day Weekend	September 4 (F) – September 7 (M)
School Resumes	September 8 (T)
P/T Conferences - Elementary 3:30-5:30 Jr/Sr High School - 3:30-5:30 & 6-8	October 6 (T)
P/T Conferences Elementary 3:30-5:30 & 6-8 Jr/Sr High School - 3:30-5:30	October 7 (W)
Half Day - Teacher PD	October 8 (Th)
No School Students or Staff	October 9 (F)
First Marking Period Ends	October 23 (F)
Early Dismissal @ 12:30	November 24(T)
No School - Thanksgiving Break	November 25 (W) - 27 (F)
Early Dismissal @ 12:30	December 18 (F)
No School - Winter Break	December 21 (M) - January 1 (F)
School Resumes	January 4 (M)
End of First Semester Early Release @ 12:30 - Teacher PD	January 15 (F)
No School Students or Staff Martin Luther King Day	January 18 (M)
No School Students or Staff	February 12 (F)
No School - Presidents' Day	February 15 (M)
Half Day - Teacher PD / End of Third Marking Period	March 19 (F)
No School (Good Friday)	March 26 (F)
No School – Spring Break	March 29 (M) – April 2 (F)
School Resumes	April 5 (M)
Senior Awards Night @ 6:00pm	May 12 (W)
Senior Baccalaureate/Senior Tea @ 6:00pm	May 13 (Th)
Commencement Ceremony @ 2:00pm	May 16 (SU)

No School – Memorial Day	May 31 (M)
End of Second Semester Last Day of School for Students Early Release @ 12:30	June 8 (T)
Teacher PD and Work Day	June 9 (W)
Student Days	180
Teacher Days	185
Calendar Event	**2026-2027**
Teacher PD and Work Days	August 18 (T) – 20 (Th) County-wide PD - August 19th