

MASTER AGREEMENT

between

MERIDIAN PUBLIC SCHOOL DISTRICT

and

MERIDIAN EDUCATION ASSOCIATION

1 September 2008

TABLE OF CONTENTS

Article I Recognition
.....
5
Article II Association and Teacher Rights
.....
6
Article III Rights of the Board
.....
7
Article IV Professional Dues or Fees and Payroll Deductions
.....
8
Article V Teaching Hours
.....
9
Article VI Teaching Conditions
.....
11
Article VII Professional Qualifications and Assignments
.....
14
Article VIII Illness and Disability
.....
16
Article IX Seniority List
.....
20
Article X Vacancies
.....
21
Article XI Layoff and Recall
.....
23
Article IX Teacher Evaluation and Progress
.....
25
Article IV Professional Behavior
.....
26
Article XV Continuity of Operations
.....
27
Article XVI Calendar
.....
27
Article XVII Professional Compensation
.....
28
Article XVIII Insurance
.....
30
Article XIX Special Student Programs
.....
32

Article XX Special Teaching Assignments	
32	
Article XXI Student Discipline	
33	
Article XXII Teacher Protection	
33	
Article XXIII Grievance Procedure	
34	
Article XXIV Negotiation Procedures	
36	
Article XXV Curriculum Development Activities	
38	
Article XXVI Personal and Association Leaves	
39	
Article XXVIII Miscellaneous Provisions	
40	
Appendix A Calendar	
41	
Appendix C	
43	
Appendix D Mentors	
44	
Article XXIX Duration of Agreement	
53	
	Appendix D Mentors
	42
	Appendix E Benefit Summary
	44
	Appendix F Economic Formula
	45
	Appendix G Grievance Form
	46
	Appendix H Employee Absence Form
	47
	Appendix I Dates/Deadline summary (for informational purposes only)
	48
Article XXVIII	Duration of Agreement
	50

This Agreement entered into this September 2, 1975, by and between the Board of Education of the Meridian District, Sanford, Michigan, hereinafter called the "Board" and the Meridian Education Association, MEA-NEA, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Meridian District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has statutory obligation, pursuant to the Public Employment Relations Act, Act 379, of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties following extended and deliberate professional negotiations have reached certain understandings that they desire to confirm in this Agreement.

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

Article I

Recognition

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certificated personnel, but excluding supervisory and executive personnel and office and clerical employees. The term "teachers" when used hereinafter in this Agreement, shall refer to all employees represented by the Association, in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement, and provided that a representative of the Association has been given opportunity to be present at such adjustment unless the teacher involved has requested that no representative be present. The adjustment however must be reviewed by the Association. The Association must be notified of all grievance meetings.
- C. Nothing contained herein shall be construed to deny or restrict to any teachers rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to the teacher hereunder shall be deemed to be in addition to those provided elsewhere.

Article II

Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every member of the bargaining unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of this membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Notwithstanding his employment, a teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, provided it does not interfere with the performance of his contractual duties.
- D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- E. The Association and its members shall have the right to use the school buildings, equipment and facilities without cost to the Association, provided said buildings, equipment and facilities are available and the Association use will not interfere with the normal use prescribed by the Board. Permission shall be obtained from the building principal one week in advance.
- F. The Association shall have the exclusive right to post notices of activities and matters of the Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association shall be responsible for policing the boards. The Association may use the district mail service and teacher mail boxes for communication to teachers.
- G. The Board agrees to furnish to the Association in response to reasonable written requests all available information concerning the financial resources of the district, including but not limited to: Annual Financial Reports and Audits, Register of

Certificated Personnel, Tentative Budgetary Requirements and Allocations, Agendas and Minutes of all Board Meetings, Treasurer's Reports, Census and Membership Data, Names and Addresses of all Teachers, Salaries Paid thereto and Educational Background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint.

Article III

Rights of the Board

- A. Rights reserved exclusively herein by the Board that shall be exercised by the Board shall include by way of illustration and not by way of limitation, the right to:
 - 1. The supervision, direction and control of the management of the school system, its properties and facilities.
 - 2. The right to hire all employees and subject to the provisions of the law to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
 - 3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
 - 4. The selection of textbooks and teaching materials, and various teaching aids.
- B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

Article IV

Professional Dues or Fees and Payroll Deductions

- A. Any teacher who is a member of the bargaining unit shall sign and deliver to the Board an assignment authorizing deduction of professional dues in the Association or Representation Benefit Fee, which sum shall be in the amount as established by the Association, but in no event greater than the dues collected from Association members. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board, at the beginning of each school year, shall deduct one-tenth of such dues or Representation Benefit Fee from the second regular salary check of the teacher and from the nine (9) consecutive salary checks thereafter. In the event a bargaining unit member shall not pay such dues or Representation Benefit Fee directly to the Union or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Representation Benefit Fee from the bargaining member's wages and remit same to the Union. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking sick leave provided for in this contract.
- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, saving bonds, charitable donations, or any other plans for programs jointly approved by the Association and the Board.
- C. The parties agree that every teacher suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 1231 of the School Code (MCL 380.1231, MSA 13.41231) and that every such contract shall contain the following:
- "This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of teachers and other employees who are members of the teacher bargaining unit employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Article IV "Professional Dues or Fees and Payroll Deduction" thereof."
- D. With respect to all sums deducted by the Board for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- E. The Association agrees to indemnify and save harmless the Board, and each individual school board member, against any and all claims, demands, costs, suits, or

other forms of liability including back pay and all court administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this article of this agreement, subject however, to the condition that the Association shall have the right to choose the legal counsel, to prepare, defend, or settle any said suit or action.

Article V

Teaching Hours

- A. 1. No teacher shall be required to be at their assigned place of duty earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupils' regular school day.
2. These hours may be altered by a joint decision of principal and teacher, provided length of day is not increased.
3. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teachers' day may end at the close of the pupils' day.
4. Teachers will forfeit one (1) hour pay for each hour late after scheduled arrival time. (Emergencies excepted, subject to administrative approval.)
5. Between six (6) and ten (10) half day in-service meetings will be scheduled each school year except as may be required under Art.VI.G. The number of in-service meetings will be determined each spring, prior to the new school year by the informal negotiating teams. The actual dates of the half-day in-service meetings must be determined prior to the new school year. All in-services will end no later than the normal school day.
6. Up to nine building meetings may be held each school year, with the option of the building administration to hold up to three (3) more. Teachers will attend building meetings and will be given one week's notice of such meetings. Such meetings shall not exceed one hour in duration after student dismissal. During building meetings a portion of time shall be set aside to be used by the Association for announcements when advance request is made to the principal.
7. All teachers shall attend parent-teacher conferences.

K-12 teachers shall have one (1) afternoon and one (1) evening conference each semester. An Additional evening conference may be held by mutual agreement of building level staff and administration as long as the total required time for parent-teacher conferences each semester is not increased or reduced. Total required time for parent-teacher conferences each semester shall be approximately equal to one student contact day.

Each elementary school may have one night at the beginning of each school year to invite parents and students to their school. The teachers and their building principal will determine the addenda for this event. This evening is purely voluntary. However, both the association and the school board support this evening and encourage all staff members to participate. All parties believe it strengthens our school communications and pride.

- B. The normal weekly teaching load in the junior and senior high schools will be 25 teaching periods and five unassigned preparation periods. This structure may be altered by mutual agreement of building level staff and administration as long as total preparation time for the year is not reduced. Assignments to a supervised study period shall be considered a teaching period for purposes of this article. The normal teaching load in the elementary schools shall be approximately the same pupil contact hours per week, with the exception of the kindergarten where hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester, but shall in no event be longer than the foregoing.
- C. All secondary teachers shall be entitled to a duty-free uninterrupted lunch period of 30 minutes.
- D. All elementary teachers shall be entitled to a duty-free unassigned lunch period of at least 40 minutes. On inclement weather days teachers will be expected to supplement aide help on either a voluntary or on a rotating basis so that there will be one adult supervisor for every two classrooms. Elementary teachers will not have less than sixty (60) minutes preparation time during which their students are in recess or receiving instruction from various teaching specialists. These minutes may be altered by joint agreement between building principal and building faculty. One of the preparation time periods must be of at least thirty (30) consecutive minutes.
- F. Any teacher who loses their mid-day lunch hour because of student supervision shall be paid at the rate as specified in Article XX, C.

Article VI

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both 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 day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible and will strive to achieve or keep within the following maximums. To insure that this is done, a committee consisting of three Board representatives, including at least one Board member, and three teachers shall be formed. Said committee shall meet immediately after the Official Count Day each semester to evaluate class sizes throughout the system.

1. Early Elementary
 - a. Pre-1st -20
 - b. Young 5's -20
 - c. Kindergarten -25
 - d. First Grade -25
 - e. Second Grade -25

2. Later Elementary
 - a. Third through Fourth Grades -27

3. Junior High School- 5th thru 8th
 - a. Mathematics -28
 - b. Social Studies -28
 - c. Physical Education -28
 - d. Computer Lab. - 28
 - e. Science Lab. -28
 - f. Shop -24
 - g. Speech -24
 - h. Language Arts -28
 - i. Reading -18
 - j. Art -28

4. High School 9th thru 12th
 - a. Business -29
 - b. Language Arts -29
 - c. Social Studies -29
 - d. Mathematics -29
 - e. Science (Non lab. classes) -29
 - f. Foreign Language -29

g. Physical Education I	-29
h. Health Education	-29
i. Physical Education II	-35
j. English-Writing emphasis courses:	
- Writing Layout	-24
- Writing for Publication	-24
- Scholastic Research	-24
- Practical Writing	-24
- Writing Skills	-24
- Composition	-24
k. Computer Lab.	-28
l. Industrial Arts	-24
m. Drafting	-28
n. Art	-28
o. Science Lab. Classes	
- Biology	-28
- Chemistry	-28
- Physics	-28

5. a. Junior/Senior High

When a Junior/Senior High (5th thru 12th) teacher's class size exceeds the stated number in each class, that teacher will be paid .003 x BA Step 1 base per student for the semester.

b. Elementary

When a regular elementary self-contained (Kdg. thru 4th) teacher's class size exceeds the stated number in each class, that teacher will be paid .01 x BA Step 1 base per student for the semester.

Elementary E.I. and/or C.I. Students

When an elementary E.I. and/or C.I. student is "mainstreamed" into a regular education classroom while still IEPC'd as E.I. or C.I., that student creates a classroom count overload as established for early elementary and later elementary, an overload payment will be made. The overload payment will be made on a prorated basis for the agreed-to amount per semester regardless when the student is assigned to the regular classroom. (Example: If an elementary E.I. or C.I. student is assigned to a regular classroom one (1) hour a day before or after the Official Count Day of a semester, and there are sixty days remaining in the semester, the payment will be one-fifth of the daily rate for sixty days. The payment will cease when and if the student is signed out of that classroom.)

c. Teacher of Elementary Specials

When an elementary teacher of the specials (art, physical education, music and library) has a class size exceeding the stated number in each class, that teacher will be paid .0006 x BA Step 1 base per student for the semester.

- d. Count Day
For first semester the class count day to determine student overloads shall be the Official State count day. For second semester the class count day to determine student overloads shall be the Official State count day of the second semester.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board shall undertake promptly to act on all joint decisions thereon made by its representative and the Association.
- C. Under no condition shall a teacher be required to drive or ride a school bus as part of his regular assignment.
- D. The Board shall strive to make available in each school a faculty lounge with adequate lunchroom, restroom and lavatory facilities for teachers and staff.
- E. Telephone facilities shall be made available to teachers for their reasonable use.
- F. Adequate parking facilities shall be provided and properly maintained and identified exclusively for teacher use.
- G. Teachers shall not be required to report for work on Act of God days, nor shall their salary be deducted in these cases when a pre-arrangement has been made for a leave day. It is the intent of the Board and Association to meet State Aid requirements. If the time of "Act of God" closures used by the district puts the district out of compliance with State Aid requirements such time will be added to the **end of the day or** calendar at the end of the school year as either teacher professional development or, if needed, student instructional time.
- H. At the secondary level, when class periods are used for educational purposes other than regular classroom instruction, such as testing, assemblies, etc., the teacher may be asked to assist as in the case of large group testing and shall attend as in the case of assemblies.
- I. To assure continuity of teaching and learning in the absence of the regular teacher duplicate lesson plans for each succeeding week shall be turned into the office where the day is started by the end of the last school day of each week.
- J. Preparation periods are to be spent in the teacher's assigned building. A teacher who leaves his assigned building during a preparation period for other than school business will forfeit one hour's pay. Permission to leave shall be granted from the building principal's office.

Article VII

Professional Qualifications and Assignments

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, a provisional, continuing, or permanent certificate, and highly qualified under ESEA.
- B. A teacher shall not be assigned, except temporarily and for good cause, and by mutual agreement outside his certified field of study and highly qualified subject or grade level.
- C. Assignments of teachers will be according to the following procedure.
 1. All proposed changes between secondary departments, elementary grade levels, or buildings will be discussed with the teachers scheduled for reassignment.
 2. A complete listing of tentative assignments for the new school year will be forwarded to the Association President for review by the Association and for distribution to affected members. A written explanation for each assignment change between secondary departments, elementary grade levels, or buildings must be provided at that time. This information will be presented to the Association no later than May 1st.
 3. Any teacher who has an assignment change may file a written appeal with the Staffing Committee. For the appeal to be considered by the Committee it must be filed no later than five (5) school days after the Association received the tentative assignments.
 4. The Staffing Committee will be comprised of four (4) administrators and four (4) association members. The Committee will meet within ten (10) days after the Association receives the tentative assignments. The Staffing Committee will review all appeals that are timely filed, and will review all assignments, and explore possible alternative solutions and/or suggestions.

The Staffing Committee has the authority to make changes in assignments of non-appealing staff members. This may be done only if it will rectify an appealed assignment that is judged to have been incorrectly made. The non-appealing staff member(s) whose assignment(s) has been changed, retains the right to appeal within five (5) days of notification.
 5. Within ten (10) days after its initial meeting, the Staffing Committee will file a written report to the Board of Education.

6. The Meridian Board of Education shall approve the final assignments for the school year upon receipt of recommendations from the Staffing Committee, which will include the written explanation of the administrator and the written appeal of the teacher.
 7. Whenever a tenure teacher invokes contract language permitting the teacher to bump another tenure teacher based on seniority, certification, and highly qualified status the Building Principal affected has the right to file a written appeal with the Staffing Committee stating reasons why the teacher is not qualified or capable of handling the position into which he/she is bumping. The written appeal must be filed within five (5) days after the administration is notified of the bump. If an appeal is filed, the bumping teacher may file a written defense. The Staffing Committee will analyze both sides and make a recommendation to the Board of Education.
 8. The Meridian Board of Education will have the final decision regarding all bumps and assignments.
- D. Appendix C, and sixth hour assignments shall not be obligatory, but shall be with the consent of the teacher. To relieve teachers of cafeteria, patrol, bus, and similar non-teaching duties, the Board agrees to engage a number of personnel. Teachers shall recognize their professional obligation to provide adequate student supervision.
- E. Teachers shall be responsible for furnishing certification to the central office by September 15 of the first school year of their employment. If the above requirement is not met, all penalties put on the school district shall be subtracted from the teacher's salary. Any changes in certification must be filed according to the provisions of Article IX, Seniority List.

Article VIII

Illness and Disability

A. Personal Sick Days

Upon initial hire, thirteen (13) days of sick leave will be granted for each full-time teacher. For each school year thereafter, a total of fifteen (15) days of sick leave for tenure teachers and thirteen (13) days of sick leave for probationary teachers shall be granted annually to all teaching personnel without loss of salary. Those less than full-time shall have their sick leave pro-rated. These days shall accumulate to a maximum of 135 days at full pay. Sick leave shall apply only to absences resulting from illness or disability of the employee and to absences caused by illness or disability in the immediate family.

B. Funeral Leave

The teacher will be granted five (5) days for the purpose of attending the funeral of a member of the teacher's immediate family. The immediate family shall be interpreted as spouse, the teacher's and teacher's spouse's mother, father, brother, sister, children, grandchildren, and grandparents. In addition, two days per year will be granted for purpose of attending the funeral of any relative not listed.

Additional days will be allowed in cases of emergency, illness or deaths in the immediate family at the discretion of the Board.

C. Long Term Disability

The Board will contract with an insurance provider to provide a long-term disability plan, which will include a provision to cover mental/nervous, alcoholism and drug rehabilitation. This plan will provide for 66-2/3% reimbursement of the person insured's monthly earnings and will have a qualifying period of three (3) consecutive months of disability. Initial selection of the insurance carrier shall be by mutual agreement of the Board and Association. Any change or amendment to this policy may be made only by mutual agreement of the Board and the Association. Terms and guidelines established by the long term disability carrier shall be governing for benefits under this plan.

An employee receiving benefits under the long term disability plan, or taking unpaid days prior to eligibility for Long Term Disability, is still considered an employee of the District and shall be entitled to all benefits including, but not limited to: Medical, dental, and life insurance premiums paid by the District. This benefit entitlement shall end when the employee becomes eligible to enroll for regular MPERS insurance coverage or Medicare.

Employees may elect to use their own accumulated sick days in lieu of the long term disability, but shall not be required to exhaust his/her personal sick leave accumulation if qualified to receive long term disability benefits.

D. Short Term Disability (Sick Bank)

A new limited Short Term Disability Sick Bank will be available to be used by employees prior to becoming eligible for coverage under the long-term disability policy. Coverage by the Short Term Disability Sick Bank is limited to that period of time between when an employee's personal sick day accumulation is exhausted and the date he/she is eligible for benefits under the long term disability plan and/or ninety (90) days, whichever is lesser. In the event the employee has exhausted the ninety (90) day limit under this Agreement, a second forty-five (45) days shall be provided by the Board, with approval of the Short Term Disability Sick Bank Committee. The second forty-five (45) days shall not be used as an offset to any other insurance policy and may not be used until other insurance options have been exhausted. The Short Term Disability Sick Bank shall not be used as an offset to any other insurance plans.

Coverage under the Short Term Disability Sick Bank will not apply to health problems resulting from self-inflicted injuries or injuries which occur as a result of a felony conviction committed by the employee.

To receive sick leave payments under this Short Term Disability Sick Bank, the teacher must perform all job duties until physically disabled and return to service as soon as physically able to perform all job duties as certified by the teacher's physician.

For all sick bank leave days claimed, the teacher must have a physician's certificate, on file in the Superintendent's Offices, verifying physical disability that prevents the teacher from fulfilling job responsibilities.

If physically able, the teacher shall cooperate with their temporary replacement on fulfilling the educational objectives for the expected term of the absence.

E. Short Term Disability Sick Bank Procedures

1. Establishment/Maintenance of Short Term Disability Sick Bank

The Sick Bank as it was formerly organized, shall cease to exist as of June 30, 1990 and a new sick bank shall go into effect, under new guidelines. The new Short Term Disability Sick Bank shall be established with the number of leave days accumulated in the Sick Bank on June 30, 1990.

To afford the maximum protection against a prolonged illness, the following Short Term Disability Sick Bank shall be established for all full-time teachers of the district. Those less than full-time shall be pro-rated. Each teacher covered by this Agreement shall participate as follows:

As stated above, the primary purpose of the sick leave allowance is to cover the absence of any employee from school because of personal illness or injury sufficiently severe that it would make his/her presence in school inadvisable by a medical doctor. Sick leave applies only to absences resulting from illness or injury of the employee and not absence caused by illness or injury in the immediate family.

When the Short Term Disability Sick Leave Bank falls below 150 days, the Bank will be replenished at the beginning of the following school year by assessing each member of the bargaining unit one day. Members ending a school year with zero sick days remaining will give one of their following (next) school year's allotted sick days to the Bank.

The balance of the sick days left in the Short Term Disability Sick Bank will be carried over to the beginning of the next school year.

No more than a maximum of ninety (90) days per full-time employee will be granted from the Short Term Disability Sick Bank throughout the duration of this Agreement. However, a second forty-five (45) days shall be granted with the approval of the Short Term Disability Sick Bank Committee, if the employee has exhausted all of the original ninety (90) days and has satisfied all other eligibility requirements. An employee will not be eligible for the second forty-five (45) days until he/she has exhausted all other benefit options and has satisfied the eligibility guidelines of this Agreement. The eligibility requirements of this Agreement shall remain in effect unless mutually agreed upon and changed by the Board and Association under the provisions of this Agreement.

2. Application to Short Term Disability Sick Bank

Any teacher on sick leave may apply to participate in the Short Term Disability Sick Bank by filing an application in the Superintendent's Office within thirty (30) working days of the date the employee's personal sick day accumulation is exhausted. It is the responsibility of the employee to remain abreast of his/her personal leave accumulation. A written request for leave of absence must be made to the Board of Education and a written application made to the Short Term Disability Sick Bank Committee. The application must be accompanied by a physician's statement, which includes a diagnosis of the illness/disability, the limitations of the illness/disability, and an estimate of the anticipated duration of the illness. The Board of Education reserves the right to select an additional doctor and will do so at the Board's expense. The Short Term

Disability Sick Bank Committee will respond to the application five (5) days from the date the application is received by the Short Term Disability Sick Bank Committee. Upon notification of approval by the Sick Bank Committee, salary will be paid retroactively, at full daily rate, back to the first working day after the employee's personal sick day accumulation has exhausted. Salary will be paid at full daily rate, not to exceed ninety (90) days maximum overall, or 135 days in the event the employee qualifies for the second 45 days.

3. Short Term Disability Sick Bank Committee

Initial eligibility will be determined by a majority of the Short Term Disability Sick Bank Committee, which will review eligibility at thirty (30) day intervals, and may require recurrent doctor certification by one or two doctors, one of which is to be chosen, and paid for, by the Board. The Sick Bank Committee shall consist of the four elected officers of the Meridian Education Association and the Superintendent or his designated representative.

The Short Term Disability Sick Bank Committee may grant or suspend sick days from the Sick Leave Bank. Its judgments and/or decisions will be final and are not grievable. No employee will be credited with sick leave allowance while drawing from his own accumulated sick leave or the sick leave bank until he/she has reported back to work.

An annual report of the Short Term Disability Sick Bank will be made available to each member of the Meridian Education Association, including a statement of the number of days granted from the Bank, the number of days remaining in the Bank and the cost of days granted.

The number of days from the Short Term Disability Sick Bank available to each individual shall be included in his/her annual report of accumulated sick days.

4. Leave of Absence

Any teacher whose personal illness extends beyond his/her personal sick leave accumulation shall be granted a leave of absence, upon application to the Board, until such time as he/she is able to resume his/her teaching duties, or is considered permanently disabled under Workmen's Compensation or Social Security guidelines, whichever is lesser.

5. Seniority

Seniority date will not be affected while on personal sick leave, Short Term Disability Sick Bank, or Long Term Disability.

F. Workmen's Compensation

Any employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, or under any salary protection insurance plan paid for by the employer, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law or the Salary Protection Insurance and his/her regular salary. The difference shall be charged first against the employee's personal sick leave until it is exhausted, and second to the Sick Leave Bank, without exceeding the maximum of ninety (90) days salary, or 135 days salary in the event of an extension, and/or eligibility under the long term disability plan, whichever is lesser. At the point the employee becomes eligible under the guidelines of the long term disability plan, the terms of the long term disability insurance policy and/or Workmen's Compensation Laws shall be governing.

Article IX

Seniority List

- A. The Meridian Public Schools professional staff seniority list shall be posted in each building, with copies furnished to the Association at least thirty (30) working days prior to the beginning of each semester. It shall be the responsibility of each teacher to promptly check the seniority list. If a teacher or the Association does not believe that teacher's seniority, certification, or endorsement is correctly shown on the list, the Superintendent and Association shall be notified, in writing, of the alleged error within ten (10) working days of the list's initial date of posting. If no challenges are made within this ten (10) day period, the seniority list shall be deemed to be accurate, and the Board shall incur no liability (including back pay) for relying on such list. After ten (10) working days, the seniority list shall be frozen until reposted. Updating of endorsement (majors and minors) shall be allowed only during the ten (10) day seniority posting period. However, for notification purposes only, a teacher may inform the Superintendent and the Association, in writing, of a change in certification, accompanied by proper documentation, at any time. Seniority in the district, for purposes of the Agreement, shall mean continuous full or part time employment in the district, including substitute service and all periods when the teacher was on leave of absence for any cause or laid off as defined by the recall procedure.
- B. A teacher's seniority shall be from the date of official hiring by the Meridian School Board. Beginning with the 1988-89 school year, in the case of multiple hirings, seniority shall be established by the order in which the Board approved each candidate. The Superintendent shall present the recommended candidates in the order they are chronologically approved by the administration for hiring. Previous seniority shall remain intact.
- C. Administrators will not be placed on the seniority list and will not accrue any rights thereunder.

Article X

Vacancies

- A. A vacancy shall be defined for purposes of this Agreement as:
1. A position presently unfilled.
 2. A position currently filled but which will be open in the future.
 3. A new position that is in existence after the annual assignments of staff, and after the staffing committee has made its report.
 4. A position that will be open for more than one school year due to a bargaining unit member taking a leave of absence.
- B. The Board declares its support of a policy of filling vacancies from within its own teaching staff.
- C. Whenever any vacancy in a professional position in the bargaining unit shall occur, including Appendix C, the Administration shall publicize the same by giving immediate written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted in every school building for at least five (5) school days. Bargaining unit members may apply for such vacancies by submitting a written application to the superintendent.
- D. Any teacher who is or will be certified and highly qualified by the effective date of the vacancy may apply for such vacancy. The position will be awarded to the most seniored applicant pending approval by the receiving building's principal or designee. In the case where the position is awarded to a lessor seniored employee or left vacant, the affected teacher shall have the right to appeal the decision to the Staffing Committee. The receiving building's principal or designee must provide a written justification for denial to each member of the Staffing Committee prior to the hearing. In no case shall an employee be denied a position if this denial would result in a reduction of current pay, excluding sixth hour assignments. (For the purpose of this provision, a reduction from a six (6) period to five (5) period assignment shall not be considered a reduction in pay.)
- E. Teachers shall register preference for vacancies that may arise during summer vacation prior to the last day of the school year. Such vacancies shall be posted in every school building for five (5) business days prior to being filled. Application shall be made in the same manner as above described in Section C. Likewise, these vacancies shall be filled on the same basis provided in Section D above.
- F. The posting procedure for filling vacancies shall continue throughout the calendar year. The filling of such vacancies shall occur only:

1. Between the conclusion of a school year and the third Friday of the new Meridian school year.
2. Between the last school day of the first semester and the second Friday in the second semester.
3. After issuance by the Administration of notice and execution of a signed receipt of notification that a teacher's current year assignment will not be available in the following year, then he/she must within four (4) business days after the staffing committee has met exercise one of the following options:
 - a. The teacher may sign any posting of vacancy for which he/she is certified and highly qualified, or
 - b. If the teacher chooses not to sign for a vacancy, he/she may bump into any lessor seniored teacher's position for which he/she is certified and highly qualified. This process shall continue until no further replacements can occur, and those teachers who cannot replace another teacher because of certification, highly qualified status, or seniority shall be laid off.
 - c. If the teacher does not sign for a vacancy or choose to bump a lessor seniored teacher, an assignment will be made according to Article VII and Article X, Section F.

Teachers shall fill the vacant positions at the earliest possible time within the intent of F., 1 and 2. The Superintendent may fill any vacancy any time during the school year.

- G. When vacancies occur for which no currently employed bargaining unit member is certified and highly qualified or no applications are submitted within the posting period, such vacancies may be filled with outside personnel. The Superintendent will first hire a laid off member of the bargaining unit if there is someone who is certified and highly qualified to fill such a position, and who is available to fill such position.
- H. A vacancy will not be posted if the position will not be offered in the next semester. However, if the vacancy is posted, and a bargaining unit member does apply for the vacancy within the posting period, the teacher who would have filled the vacancy shall be considered to occupy that vacancy, even if it is later decided not to offer that position in the next semester. Said teacher, who would have filled the vacancy will then have the right to replace the least seniored staff member teaching a similar subject.
- I. It is the intention of the district to notify laid off personnel of vacancies; however, it is the responsibility of the employee to keep the district notified of their current address. If 3 consecutive postings are returned as undeliverable or (forwarding order expired) the district's obligation to contact laid off employees will be considered terminated until receipt of current address.

Article XI

Layoff and Recall

- I. Layoff Procedure
 - A. A layoff is defined as a situation where any teaching assignments have been reduced.
 - B. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, highly qualified, and available to perform the duties of the position the probationary teacher is vacating or unless the position that the probationary teacher is vacating is being eliminated altogether.
 - C. If the reduction of certified teachers is still necessary, then tenured teachers in the specific positions being reduced or eliminated shall, on the basis of seniority, have the right to replace any lessor seniored teacher for which the replacing teacher is certified and highly qualified. The teacher(s) exercising this "right to replace" must give written notice of such intent to the office of the Superintendent within four (4) business days of the Administration's issuance of the Notice of Reductions. If no notice is timely given to the Administration, the Administration may assign the teacher to another position for which the teacher is certified and highly qualified. This process shall continue until no further replacements can occur and those teachers who cannot replace another teacher because of certification, highly qualified status, or seniority shall be laid off.
 - D. Seniority in the district, for the purposes of the Agreement, shall mean continuous full or part-time employment in the district, including substitute service by laid off bargaining unit members. Except that substitute service shall be credited on the seniority list as one year when ninety-one (91) work days have been completed within the same school year. Teachers will receive credit for leaves of absence in accordance with the provisions of the Article IX.
- II.
 - A. Recall shall be in the inverse order of layoff, i.e., those laid off last will be recalled first, provided, however, the teacher is certified and highly qualified to teach the specific course(s).
 - B. Certified personnel who are laid off pursuant to this article have the right to become additionally certified and highly qualified and replace the least seniored teacher in the position for which the laid off person qualifies for up to four (4) years following their layoff after which time the laid off employee has no further rights under this contract. This placement will only occur at the beginning of a semester. The Administration must be notified twenty (20) days before the start of the semester of the change in the teacher's certification or highly qualified status.

- C. Seniority will continue to accrue only for three (3) years while on district layoff. This level of seniority shall be frozen after three (3) years unless the teacher substitutes. Substitute service shall be credited on the seniority list as one year when ninety-one (91) work days have been completed in one school year.

Article XII

Unpaid Leaves of Absence

- A. A voluntary leave of absence for up to one year may be granted to any teacher, upon application, by the Board of Education. This article applies to full-time voluntary leaves of absence and not to voluntary part-time reductions in teaching loads. The leave may be extended by the Board of Education for up to one additional year.
 - 1. A teacher returning from leave shall be restored to his/her teaching position (not including Appendix C) or to a position of like nature, seniority, status, and pay.
 - 2. A teacher, while on leave, does not qualify for any District paid salary, fringe benefit, or retirement except where state and/or federal law(s) apply; however, the teacher shall maintain his/her position on the Meridian Public Schools' Professional Staff Seniority Listing and shall accrue his/her regular seniority time while on leave.
 - 3. A leave of absence may be granted to any teacher for the purpose of child care. Said leave shall commence upon request of the teacher with Board approval. Otherwise, a written leave request must be submitted to the Superintendent before July 15 for the request to be considered.
 - 4. Other leaves shall be granted in accordance with state and/or federal law.
- B. Return from leave
 - 1. A teacher planning to return from leave beginning the first semester of a school year must notify the Superintendent, in writing, on or before April 15, of the school year preceding his/her planned return.
 - 2. A teacher planning to return from leave beginning the second semester of a school year must notify the Superintendent, in writing, on or before December 1, of the school year preceding his/her planned return.

Article XIII

Teacher Evaluation and Progress

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

- A. The teaching performance of non-tenure teachers will be observed and an evaluation prepared at least once each semester. All tenure teachers will be observed and evaluated at least once every three years. Such evaluation shall be conducted openly and with full knowledge of the teacher. A written copy of any unfavorable evaluation shall be presented to the teacher within ten (10) days following the monitoring or observation. A written copy of the final evaluation shall be presented to the teacher prior to the close of the school year. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- B. A teacher will have the right to review the contents of all records of the district pertaining to said teacher, originating after original employment. A representative of the Association may accompany him in such review.
- C. No material originating after original employment will be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- D. Any significant complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person will be promptly transmitted to the teacher.
- E. All teachers shall have a private conference with the administrative officer in charge of the employee concerning the employee's evaluation. Strong points will be indicated and suggestions for improvements of weaknesses will be made. In case of serious deficiencies, a follow-up evaluation will be made and specific constructive assistance will be given.
- F. The Board shall adhere to a policy of progressive discipline.

Article XIV

Professional Behavior

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending teacher. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
- B. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infractions of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the professional grievance procedure hereinafter set forth.
- D. A probationary teacher who, through the evaluation process, is not meeting district standards but is being retained shall be subject to a correction committee. The correction committee shall be composed of the affected teacher's mentor teacher, if applicable, the evaluating administrator, and, if he/she desires, a Meridian EA representative of the affected teacher's choice. The committee shall determine the criteria the probationary teacher needs to attain in order to meet the district standards and inform him/her of the committee's expectations. If, after further evaluation, the teacher has not made sufficient progress, the committee will refer the entire matter to the superintendent for consideration and disposition. He/she may choose to continue the correction process, subject to further evaluation, or dismiss the teacher from employment. This supercedes Article XIV, Section C.

Article XV

Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.
- B. In the event that this agreement shall extend beyond a period of one school year, and shall provide for re-opening of one or more items, this clause shall cease to be operative upon notice being served by either party that a matter is re-opened for subsequent negotiations. Upon ratification by the parties of agreement reached on re-opened items, as specified above, this clause shall again become an operative element of this agreement.

Article XVI

Calendar

Contract School Days

- A. By May 15 of each year, the parties will have negotiated the specific calendar for the ensuing school year based on the structure of the previous year's calendar, and any applicable State or Federal requirements.

Article XVII

Professional Compensation

- A. The salaries of teachers covered by this Agreement, carrying a normal, weekly teaching load, are set forth in Appendix B, which is attached to and incorporated in this Agreement. Step L16 is paid indefinitely after completion of 15 years of service with Meridian Public Schools. Step L28 and Step L41 are paid for up to 3 years beginning no later than the member's completion of 27 and 40 years of service with Meridian Public Schools or, at the member's option, attainment of no more than 27 years and 40 years of retirement service credit (earned or purchased). To be eligible for longevity step payments on the basis of retirement service credit members must provide their most recent MPSERS Member Statement to the district not later than 60 days prior to the beginning of the FY in which those payments will begin. Failure to meet this requirement will cause forfeiture of longevity payments during the first year of eligibility under the retirement service credit option.
- B. All degreed certified teachers newly employed may be given credit for up to six (6) years of outside teaching experience in any school district. At the option of the Board of Education additional years of experience beyond six (6) may be granted. Military service will be accepted on the basis of every two (2) years active duty as one (1) year of credited experience with a four (4) year maximum (2 index steps).

When accepting credit for teacher salary advancement on the Appendix B Salary Schedule – i.e., B.A., or B.S.; B.S + 18; B.A. +30 or M.A.; or MA + 15, the following is the guide:

1. Credit shall be approved by an accredited college or university and must be applicable towards the teacher's advanced degree or planned program or;
 2. Credit shall be graduate level in the teacher's major or minor from an accredited institution or;
 3. Credit shall be in the teacher's field of teaching at the time credit is taken or;
 4. Credit shall be approved, in writing, by an advisory committee made up of an administrator and a member of the Meridian Education Association, prior to enrollment in classes if different than any of the above.
 5. Advancement shall only be made at the beginning of the Meridian Public Schools semester and credits must be presented not later than fifteen (15) working days prior to the semester.
- C. The teacher's hourly rate shall be determined in the following manner:

$$\frac{\text{Teacher Contract Amount per Schedule B}}{\text{Total Contract Hours}^*} = \text{Hourly Rate}$$

This shall apply to sixth hour assignments, including that of Association president and chief negotiator paid at half this rate (.25 each).

- D. Teachers involved in voluntary extra duty assignments as set forth in Appendix C, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the current I.R.S. standard mileage rate.
- F. Salary step advancement shall be made only at the beginning of the school year and shall require service of one complete academic year, or a major portion thereof. This shall include time covered by personal leave and sick leave but excludes time spent in layoff, leave of absence, or short or long-term disability.
- G. Beginning in 2006-07 all .5 steps between Steps 1 and 6 shall be eliminated. One additional .5 step will be eliminated every year thereafter until all .5 steps have been removed from Appendix B at which time this paragraph shall be struck.

*1,102.0 Hours

Article XVIII

Insurance

- A. Pursuant to the authority, as set forth in the Michigan School Code, Section 380.632 and 380.1255, the Board agrees to provide the following fringe benefits:
- B. Plan I - Upon submission of a written application, the Board shall provide, without cost to all full time employees (teachers), MESSA Pak A protection for a full twelve-month period for each employee (teacher) who completes a full academic year of employment and his/her immediate family and any other single eligible dependents as defined by the Insurer. To help offset the rising costs of health insurance Pak A enrollees at Step 13 and above shall incur a health insurance co-pay equal to 4% of their base pay per step beyond Step 12 excepting that there shall be no health insurance co-pay % increase for longevity steps (step based on YOS) described in Art.XVII.A. These amounts shall be deducted pretax unless the member signs a waiver.

or

Plan II - Employees (teachers) electing Pak B coverage shall incur an insurance co-pay equal to the Pak B premium. Additionally, they may apply up to the amount of 90% of the difference between the Pak A and Pak B premiums, less the amount of the Pak A co-pay at their step less the amount of the Pak B co-pay, toward the MESSA variable options program, or any other options offered to district employees through mutual agreement of the Board of Education and the Association. The employee may elect to add any amount to the above through payroll deduction.

In lieu of the above option program, any teacher eligible for the options, will be provided by the Board, an amount equal to the dollars provided for options.

- C. Every eligible employee may elect either Plan I or Plan II, but not both.
- D. The Board agrees to provide, at no cost to the teacher, a \$30,000 MESSA term life insurance policy with AD & D. For employees on step 9 or more of the salary schedule this insurance will be increased to \$40,000.
- E. Employees who have Board-provided term life insurance, as provided in "D" above and provided through the health insurance plan, have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.
- F. The Board agrees to provide Dental Insurance that will include the following:

1. Employee and dependent insurance 50/50 coverage. Includes external coverage.
 2. Coverage of dental services:
 - a. Dental expense insurance basic benefits 50/50 coverage.
 - b. Additional benefits (major services) 50/50 coverage.
 - c. Maximum annual dental benefit each covered individual \$1,000.
 - d. Orthodontic expenses insurance - NA.
 - e. Special provisions - described in the coverage schedule supplement - NA.
- G. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums, commencing October 1, upon acceptance of written application by the insurance carriers. Employees newly hired during the school year (after October 1) shall be eligible for Board-paid insurance premiums from the first day of work, upon acceptance of written application by the insurance carriers. Premiums for all newly hired employees shall be paid through September 30. If an employee is laid off, the life insurance portion of the insurance package will cease thirty (30) days after the lay off. A laid off employee does have the option to purchase their life insurance at the employees expense.
- H. Changes in family status shall be reported in writing by the employee to the personnel office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- I. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policy holder.
- J. Any teacher working at .8 FTE or above shall be provided the full medical benefits as described herein. Teachers formerly full time prior to the execution of 1982-83 contract shall be provided the full medical benefits as described herein even though their working time may be reduced to less than full time. Other teacher's benefits will be prorated according to their teaching assignment.
- K. The Board shall make timely payment of insurance premiums for all persons to assure coverage for the full twelve-month period commencing October 1, and ending September 30 if the employee is returning the next school year. In the case of severance these payments shall terminate as of the date of severance and 100% of all premium co-pays for the period beyond the date of severance shall be waived or refunded to the employee. Further, any teacher who provides written notice of severance no later than 60 school days prior to severance shall receive 50% of the difference between the total premium savings and the amount being waived or refunded. The open enrollment period shall be jointly established by the Board, the Association and MESSA including opportunities for Summer pre-enrollment and

Fall open enrollment and whenever group or individual subsidy amounts change to affect the benefit package. The current enrollment period is from September 1 to 30.

Article XIX

Special Student Programs

- A. Special student and special student programs shall be handled as defined by the State Board of Education - Special Education Programs and Services. (R340.1701 - R340.1837)

Article XX

Special Teaching Assignments

- A. Summer teaching assignments, adult education assignments, and driver education assignments that do not fall in the school day shall be made with consideration being given to on-the-job seniority, training, and mutual agreement between the teacher and the Board of Education.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they shall call before 6:20 a.m. and elementary teachers before 7 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Teachers will forfeit one hour pay for calling in late.
- C. In the event that a substitute is needed at the elementary or secondary level and cannot be secured, any regular teacher filling this position shall be reimbursed at the rate of .06% of the B.A.+18, Step 1 per hour. This must be by mutual agreement of the principal and the teachers involved, prearranged when possible and minimized.
- D. Teachers who lose part of their contractual conference and preparation time due to a teaching assignment in another building shall be paid at a rate of 75% of the teacher's hourly rate per Article XVII.C prorated to the amount of preparation time lost on a daily basis. Travel time between buildings shall equate to 7.5 minutes each way.

Article XXI

Student Discipline

- A. Teachers recognize the responsibility of enforcing school regulations during school hours.

Article XXII

Teacher Protection

- A. The teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of classroom control and discipline. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. Any case of assault upon a teacher will be promptly reported to the Board or its designated representative.

The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, exclusive of separate damage suits filed by the teacher.

- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, unless the action was a violation of written Board policy.
- D. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault upon him arising out of and in the course of his employment, he will be paid his full salary (less the amount of any Workmen's Compensation paid for temporary disability due to said injury), for the period of such absence not to exceed ten (10) school months, and no part of such absence will be charged to his annual sick leave. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, he will be restored to his previous position or an equivalent position. At the Board's request, a

teacher may be required to submit a statement from a medical doctor certifying that he is able to resume his duties as a teacher before he is permitted to return to work.

- E. The Board will reimburse teachers for:
 - 1. Any clothing or other personal property damaged or destroyed as the result of an accident or assault upon him suffered in the course of his employment; and
 - 2. the cost of medical, surgical or hospital services (less the amount of any Workmen's Compensation or insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.
- F. If the injury is a result of teacher action in violation of written Board policy, the compensation in parts D and E above shall not be paid.

Article XXIII

Grievance Procedure

- 1. Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board relating to wages, hours, terms, or conditions of employment, may be processed as a grievance as hereinafter provided. All days referred to in this Article are workdays while school is in session; when school is not in session, days are regular weekdays exclusive of holidays, Saturdays and Sundays.

2. HEARING LEVELS

INFORMAL LEVEL: When a cause for complaint occurs, the affected teacher(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint within 30 days of knowledge of cause. The Association may be notified and a representative thereof present with the teacher at such a meeting. If the teacher is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

FORMAL LEVEL 1: If complaint is not resolved in a conference between the affected teacher(s) and his/her immediate supervisor, the complaint may be formalized as a grievance within 30 days after the informal conference. A formalized grievance shall be submitted, in writing, within five (5) days of the

meeting between the supervisor and the affected teacher(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

FORMAL LEVEL 2: If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or designee. Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Association on the grievance. The Superintendent or designee, within five (5) days after the meeting shall render his/her written decision thereon with copies to the Association and the grievant.

FORMAL LEVEL 3: If grievant is not satisfied with the response at Level Two, he or the Union representative shall within five (5) days of receipt of Level Two response, file a copy of the written grievance, which contains the Level Two decisions, with the Secretary of the Board of Education.

Upon proper application as specified in Level Two, the Board shall schedule an opportunity for grievant to present his complaint to the Board at the next regularly scheduled Board meeting.

Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing with copies to the Association and the grievant. The Board may hold further hearings therein or further investigate the grievance.

FORMAL LEVEL 4: If the Association is not satisfied with the disposition of the grievance at Level 3 by the Board or if no disposition has been made within the period above provided, the Association may submit the grievance to a fact finder, a mediator and/or to arbitration before an impartial arbitrator, within 30 days.

The American Arbitration Association in accord with its rules that shall likewise govern the arbitration proceeding shall select the arbitrator. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on 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 that judgment thereon may be entered in any court of competent jurisdiction. The Board and Association shall share the fees and expenses of the arbitrator equally.

Article XXIV

Negotiation Procedures

I. INFORMAL NEGOTIATIONS.

Informal negotiations are a part of the whole process called negotiations and should never be viewed as a separate entity. Informal negotiations are merely the first of four steps (informal, formal, mediation, and fact finding) in the negotiating process.

Informal negotiations are an additional opportunity to maintain continual contact, communicate concerns, solve problems, and make changes. The process establishes dates for beginning each step and thus takes every reasonable measure to assure school will begin without delay.

A. PHILOSOPHY

Individual members will try to find satisfactory solutions to each side's problems, and the solutions will be in the best interests of the school system and education. Members should not feel satisfied until they have found solutions mutually satisfactory to the other team's problems.

B. TEAM FORMATION

1. All people on both sides who wish to serve should be eligible for consideration. Members are to be chosen on the basis of trust, responsibility and respect.
2. The Board's team will include at least one (1) Board and one (1) Administrative member. The Association's team will include at least one (1) elementary K-6, and one secondary 7-12 member. Three (3) members total on each team.
3. One member from each informal team may also serve as a member of the formal team.
4. Informal negotiations will start no later than 60 days after contract ratification by the Association and the Board.
5. Outside expertise may be called by mutual consent of both sides. Agreement on this issue is to be made in a prior meeting of the two sides.

C. CONTRACT LANGUAGE AND INTERPRETATION

1. In theory, the Master Contract will never expire, as all problems will be settled as they arise. Dates in the contract will be made current as the need arises.

2. In general, the informal teams will meet once a month or more to negotiate possible contract changes and interpretations. This may include the summer as well.
3. The agenda for discussion at the table shall come from mutual agreement of the two teams. No more than two (2) contract items will be discussed at any one meeting except by mutual consent.
4. As contract language is agreed to by both teams and ratified by the Board and MEA, the new language will become effective immediately.

D. ECONOMIC PROCEDURES

1. At a meeting prior to the submission of any economic proposals, the two sides may wish to discuss the current economic situation of the district as well as any innovative or new additions to an economic proposal.
2. The MEA team will begin the negotiations by submitting an economic proposal to the Board's team. This proposal shall be fair, reasonable, and as equitable as possible.
3. The Board's team may then discuss the contents of the proposal with the MEA team.
4. The teams shall exchange economic proposals at their February meeting. They shall attempt to reach agreement by April 15. If they have not reached agreement by April 15, they may mutually agree to continue negotiating until May 15. If no agreement has been reached by this date, formal negotiations shall begin no later than June 15.

II. FORMAL NEGOTIATIONS.

- A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matter.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification of the membership of the Association, and the Board of Education, but the parties mutually pledge that representatives selected by each, shall be clothed with all necessary power and authority to make

proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

If the formal teams have not reached an agreement by June 1 of the current year and are at impasse, they will go to mediation and follow the necessary procedures to get school started as scheduled.

- C. If the parties fail to reach an agreement, in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it deems appropriate.

III. CONFIDENTIALITY

Members should be assured that anything stated in confidence will not be passed on to others by members of the teams.

Article XXV

Curriculum Development Activities

Teachers who, upon the approval of the administration, work on curriculum development activities during non-scheduled work days shall be compensated at the same rate established in Article XX, paragraph C, which pertains to the rate paid to teachers who sub for other teachers.

Article XXVI

Personal and Association Leaves

- A. A teacher shall be allowed one day each year for approved visitation at other schools or for attending educational conferences or conventions. Notification of the use of these days will be provided to the building principal at least five (5) working days prior to their use. Travel, meals, lodging and registration shall be deemed appropriate expenses reimbursable by the Board, upon presentation of proper receipts. Expenses exceeding \$150 must be approved in advance by the building principal. The cost of substitute teachers needed to relieve participants shall be paid by the Board. Additional days may be granted at the discretion of the building principal.

- B. At the beginning of every school year each tenure teacher shall be credited with six (6) one-half days and probationary teachers four (4) one-half days to be used for the teacher's personal business. A teacher planning to use a personal leave day or days shall notify his principal at least four (4) days in advance, except in cases of emergency. Personal leave days may not be used immediately before or after a scheduled vacation except in cases of emergency. Unused personal leave days shall be added to ones accumulated sick days.
 - 1. Beginning in 2008-2009, up to two (2) teachers per building may request the use of a personal day adjacent to a scheduled vacation. These requests must be made in writing to the building principal prior to September 15th. If more than two requests are made for a particular date, a random drawing of names will be held.

- C. A teacher called for jury duty shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

- D. Leave time, without compensation may be used for any purposes, provided that no extended scheduled vacation be taken by an employee except by permission of the Superintendent of Schools. Request for such leave shall be submitted in writing at least twenty (20) days before desired vacation.

- E. The Association shall be allowed the use of ten (10) paid days for representatives to conduct Association business. The same individual can use up to five (5) of the days. The use of these days shall be requested at least five (5) working days in advance, if possible. The Association will pay the cost of the substitute.

Article XXVII

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. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. There must be a fluent and reciprocal arrangement of information, ideas, and philosophy between the Association and the Board of Education.
- C. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board two weeks after ratification of this agreement by both parties.
- D. 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.
- E. Lack of communication between administration and teacher represents one of the primary sources of friction. Lack of sufficient notice on such daily items as scheduled changes, meetings, or any other factors associated with the continuity of the teaching program should be minimized. The worth of the individual teacher and respect for his judgment and professional competence should insure against his random manipulation without concern for opinions, feelings or agreement.
- F. Paid sponsors shall attend activities of the class or organization to which they are assigned. When bus transportation is involved, paid sponsor-coaches shall ride the bus with their groups to and from the event.
- G. All policies adopted by the Board pertaining to students and teachers will be distributed to teachers as these policies are passed by the Board.

Appendix A

Calendar

Appendix B

Salary Schedule

Appendix C

The percentages apply to the B.A. +18 schedule. Individual salary on the schedule will be according to the number of years experience in the activity up to a maximum of step 8.

FOOTBALL		FACULTY MANAGER	9.0
Head Coach	10.5		
Assistant (5)	7.0	CHEER	Competitive Sideline
		Varsity	10.5 3.0
BASKETBALL (Boys or Girls)		Junior Varsity	7.0 2.0
Head Coach	10.5	JOURNALISM (if extra-curricular)	
Assistant (2)	7.0	Senior High Yearbook	4.5
8th Grade	6.0	Junior High Yearbook	3.0
7th Grade	6.0	Jr. or Sr. High Newspaper	3.0
BASEBALL		DRAMA OR MUSICAL	
Head Coach	10.5	Two-Three Act Play	5.0
Junior Varsity	7.0	3 Act Play Assist.	3.0
TRACK (Boys or Girls)		One Act Play	2.5
Head Coach	10.5	CLASS SPONSORS	
Junior High	5.0	11th and 12th	3.0
CROSS COUNTRY		9th and 10th	1.5
Head Coach	8.0	STUDENT COUNCIL	
GOLF		Senior High	4.25
Head Coach	8.0	Junior High	3.0
WRESTLING		Elementary	3.0
Head Coach	10.5	COMPUTER CLUB	3.0
SOFTBALL		NAT. HONOR SOC.	3.0
Head Coach	10.5	LANGUAGE CLUB	3.0
Junior Varsity	7.0	QUIZ BOWL	3.0
VOLLEYBALL		ART CLUB	3.0
Head Coach	10.5	S.A.D.D.	3.0
Assistants (2)	7.0	DRAMA CLUB	3.0
BAND		No person can hold more than 2 athletic assignments. Exceptions when needed may be granted. Elementary and other extra-curricular activities are to be negotiated on an individual basis. Terms are to be mutually acceptable to all parties and final approval made by the	
Marching Band	8.0		
H.S. Concert Band	8.0		
H.S. & J.H. Jazz Band	4.0		
Pep Band	2.0		

Appendix D

Mentors

Purpose for Mentoring:

To provide a nurturing, on-going support system for novice classroom teachers through a personal and professional relationship with an experienced fellow teacher.

To provide increased levels of understanding and skills in teaching for novice classroom teachers in the district.

To create a challenging yet nurturing teaching environment in our school that will encourage novice teachers to commit to the teaching profession and to the goals of this school community.

A mentor teacher shall be defined as a master teacher as identified in section 1526 of the School Code and shall perform all duties of a master teacher as specified in the code.

1. A mentor teacher shall be assigned in accordance with the following:
 - a. Every effort shall be made by the administration to have a mentor teacher be a tenured member of the bargaining unit. Seniority shall not be a factor in the selecting of mentors.
 - b. Participation as a mentor teacher shall be voluntary with final assignments being made by the building principal. If no tenured member of the bargaining unit is available who meets administrative approval, the Board may assign a retired teacher(s) or a University professor.
 - c. The administration will notify the Association when a mentor teacher is matched with a probationary teacher (mentee).
 - d. Administration will strive to match mentor teachers with mentees within the same building and same area of certification. It is realized that this may not always be possible in some specialized areas and in some buildings.
 - e. The mentor teacher assignment shall be for one year subject to review by the mentor, mentee, and the building principal after three months. Should one of the three feel a need for change, the administration shall make every effort to assign a new mentor. The appointment may be renewed in succeeding year.

2. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

Because the purpose of the mentor/mentee match is to acclimate the mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the formal evaluation of the other.

3. A stipend will be paid to the mentor for each mentee based on Step 1 of the B.A.+18 of Appendix B of the Teacher's Salary Schedule as follows:

Year 1 of mentee	1.5%
Year 2 of mentee	1.0%
Year 3 of mentee	0.5%

Administration may, as they deem appropriate, allow for released time for the mentor and/or mentee as requested.

4. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching.

In the event mentors or mentees are required to attend activities outside the regularly scheduled teacher work year, they shall be paid the same daily stipend that other teachers are paid for similar summer activities.

5. During the mentee's first semester in Meridian Schools, mentors and mentees shall meet weekly at a regularly scheduled time to discuss any issues or problems being met by the mentee. In addition, this time will be used to identify areas for growth and skill development in which the mentor may assist and guide.

Second semester the meetings may be bi-weekly. During the second year these meetings will occur monthly. In the third year these meetings would only take place as needed. As often as is feasible, the mentors and mentees should observe the teaching/learning process in each other's classrooms.

Appendix E

Benefit Summary

Appendix F

Formula for Economic Settlement

Below is a description of the current formula for economic settlement. First established in 1996 the formula has been revised from time to time as circumstances require or permit.

Salary schedule improvements, insurance benefits, insurance premium payments, and early retirement incentives for 2009-2010 shall be determined by the Association, but must not exceed total monies calculated by the negotiated “fair share” formula less half of the 2008-2009 class size overload and 6th hour payments.

Parties agree to seek and maintain efficiency in teacher staffing wherever possible and appropriate in attempting to reach settlement under the formula. The number of teacher FTEs shall be reached by May 1st in accordance with the foregoing except as unanticipated changes in student enrollment may later require adjustment.

The “fair share” formula shall be implemented as follows:

- A. A “pool” of money shall be established by multiplying the following three numbers:
 1. Total number of blended count students for the school year. This number shall await the September official student count submitted to the MDE except as both parties may otherwise mutually agree.
 2. Foundation grant per student to be received by the District. This number shall await passage of the State Aid Bill except as both parties may otherwise mutually agree.
 3. The Association’s “fair share” percentage of total foundation grant monies. This percentage shall be 65.0% in 2009-10.
- B. The total monies in the “pool” shall be budgeted in accordance with a plan submitted by the Association to pay for bargaining unit compensation and insurance benefit expenses. The formula calculation for newly hired teachers shall be at BA Step 1. Additionally, for these years, the net salary and benefit level teachers receive shall not be reduced and a salary step shall be added, and the Appendix B COLA increase shall not exceed the lesser of 2.0% or the April 08 through March 09 CPI-U. If the formula is not extended for 2010-11 by January 1, 2010 the COLA available under formula beyond this cap, if any, shall be applied to Appendix B beginning second semester. In making this or any

adjustment to Appendix B during the school year the adjustments will be paid on a prorated basis over the remaining pay periods of the school year.

Appendix G

GRIEVANCE REPORT FORM

A. Name of grievant: _____

B. School or location of assignment: _____

C. Date cause of grievance occurred: _____

D. Article and section of Master Agreement violated: _____

E. Statement of grievance: _____

—

—

—

—

F. Relief sought: _____

—

—

—

Signature of grievant: _____ Date: _____

Date grievance received by immediate supervisor: _____

1. Parts A., B., C., and D., must be completed by grievant.
2. If additional space is needed attach an additional page.
3. Response of administrator will be based upon hearing and submitted in writing with copies to all parties concerned.
4. Original retained by grievant; copies to immediate supervisor, MEA, and superintendent.

Grievance Number: _____ Year: _____

Appendix H

(Here place agreed to Employee Absence Form)

Appendix I

Contract Committees List and Important Dates/Deadlines (non-ratified for informational purposes only)

The following summarizes the committees and some of the important dates or deadlines set forth by the Master Agreement. This is intended to be a helpful summary. In any case of discrepancy the ratified contract language supersedes this summary.

COMMITTEES

Article VI.A: Class Size Evaluation Committee comprised of three teachers at any grade level, two Board members, and the superintendent.

Article VII.C and X.D: Staff Committee comprised of four teachers at any grade level and four administrators.

Article VIII.F.3: Short Term Disability Sick Bank Committee comprised of the four elected officers of the Association and the superintendent or designee.

Article XIV.D: Probationary Teacher Correction Committee comprised of the mentor teacher, evaluating administrator, and Association representative (optional at request of probationary teacher).

Article XVII.B.4: Step Advancement Credit Advisory Committee comprised of one Association member and one administrator.

Article XXIV.I.B: Informal Negotiation comprised of two teams of three members each. The Board's team is comprised of at least one Board member and one administrator. The Association's team is comprised of at least one K-6 teacher and one 7-12 teacher.

Article XXIV.II.B: Formal Negotiations with no specifications other than only one member of the informal team may serve on the formal team.

DATES/DEADLINES

Article II.E: Association request for building use one week in advance.

Article V.A.5: In-service dates determined prior to beginning of school year.

Article V.A.6: One week notice for building teacher meetings.

Article VI.A.5.d: Overload determined on Official Count Days.

Article VI.I: Weekly lesson plans due at end of preceding week.

Article VII.C.2: Tentative teaching assignments given to Association by May 1st.

Article VII.C: Various deadlines for appeal of assignment, bumps, etc.

Article VII.E: Furnishing of credentials by newly hired teachers.

Article VIII.A: Ninety day notice of severance for sick day payment.

Article VIII.E: Various deadlines relative to Short Term Disability Sick Bank.

Article IX.A: Seniority List given to Association thirty days prior to each semester.

Article IX.A: Ten days for correction to Seniority List.

Article X and XI: Various requirements for vacancy posting, signing, layoff, recall, etc.

Article XII: Various dates for requesting and returning from voluntary leaves of absence.

Article XIII: Tenured and non-tenured observation and evaluation deadlines.

Article XVI: Calendar negotiated by May 15th of preceding year.

Article XVII.B: Step advancement credit fifteen days prior to semester.

Article XVIII: Various dates and deadlines for insurance coverage.

Article XXIII: Grievance deadlines.

Article XXIV: Negotiations deadlines.

Article XXVI: Deadlines for Personal and Association leave requests.

Article XXVIII

Duration of Agreement

This Agreement shall be effective when endorsed by both parties and shall continue in effect until both parties agree to terminate it. This Agreement shall not be extended orally.

MERIDIAN EDUCATION
ASSOCIATION

MERIDIAN BOARD
OF EDUCATION
