

MASTER AGREEMENT

Between

MAR LEE BOARD OF EDUCATION

and

**MAR LEE EDUCATION ASSOCIATION,
MEA/NEA**

2009-2011

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INTRODUCTION

This Agreement entered into this 1st day of July, 2009 by and between the Mar Lee School District, Calhoun County, Michigan, hereinafter called the "Board" and Mar Lee 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 Mar Lee is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching service, and

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

WHEREAS, the Board has a 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 have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE 1 Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified full-time and regularly employed part-time personnel whether under contract, on leave, employed or to be employed by the Board, excluding: Superintendent, Principal, and their duly appointed assistants. The term "teacher" when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

- B. The Board agrees not to negotiate with teachers' organizations other than the Association for the duration of this Agreement.
- C. Teachers who do not maintain their certification, at the time of certificate expiration, may be dismissed from employment with the School District.

ARTICLE 2 Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher 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 the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in activities of the Association, or collective professional negotiations with the Board, of 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 School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day nor until 6 p.m.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

- E. The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the teachers' Lounge. The Association may use the internal teacher mail boxes for communication to teachers.
- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.)
- H. The Board or its designated representative shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- I. The teachers 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. Consistent with the Code of Ethics of the Education Profession, the private and personal life of any teacher shall not be within the appropriate concern or attention of the Board.
- J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory with regard to race, creed, religion, color, national origin, age, sex, and marital status.

- K. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.
- L. If the school year is extended to provide increased educational opportunities for Mar Lee pupils, teachers now employed or contractually under employment in the future during the regular school year by the Board shall have preference of employment in such increased educational offerings. Remuneration for such extension of the school year shall be in addition to that in this Agreement, as being clearly understood that the salary schedule of this Agreement is for professional services rendered during the regular school year.
- M. Teachers shall have the right to participate in citizen curriculum studies and to attend all meetings for curriculum study and have a voice in the decisions and approved recommendations resulting from such studies.
- N. Although it is recognized that teachers have a professional obligation to their profession, their school, and the community, it serves to promote and encourage student teachers. However, no teacher shall be forced in any way to accept a student teacher.
- O. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:
 - All teacher evaluation reports
 - Copies of annual contracts
 - Tenure recommendations
 - Tuberculosis records:

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.
- P. For the duration of this Agreement, the school calendar shall be developed by the Board and the Association. To the extent possible, the calendars will coincide with the Countywide Common Calendar. The teacher calendar shall be 180 instructional days and 186 staff days. The teacher instruction day is 8:45 a.m. to 3:35 p.m. Teacher duty time will be 8:30 a.m. – 4 p.m. Teachers shall cover recess as part of their assignment. Calendar to include no more than seven (7) half days.

In the event there are scheduled days which must be cancelled because of inclement weather, epidemics, or other causes which are recognized by the Michigan Department of Education as legitimate causes for closing Mar Lee School, teachers shall not lose compensation. Teachers shall not receive additional compensation for days rescheduled in order to meet state requirements.

- Q. Two days will be made available to the instructional staff with the cost of the substitute teacher to be paid by the MLEA-MEA-NEA. The Association days are for attending conferences or meetings of the MEA-NEA only. The Association shall notify the District no less than forty-eight (48) hours prior to the use of such days.
- P. Each teacher shall attend at least one regularly scheduled meeting of the Mar Lee Board of Education. There shall be an attempt to have a teacher at each Board meeting held during the school year.

ARTICLE 3 Board Rights

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authorities, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and expressed terms of this agreement.
- B. To the extent any proposed element of the District's School Improvement Plan conflicts with the terms of the master agreement, the identified provisions will be subject to renegotiations if the parties mutually agree. Any amendments to the agreement will be subject to ratification by the parties.

ARTICLE 4

Membership, Fees, Payroll Deductions, Agency Shop

- A. The Board shall make payroll deductions upon written authorization from teachers for Association dues, agency shop fees, annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the legally permissible amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

- C. The Association agrees to indemnify and save the District including individual School Board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this article.

Nothing in this Article shall be interpreted or applied to require employee contributions to political action funds of the Association or its affiliates. Such contributions shall only be made with annual written consent of the employee on file with the Board in accordance with applicable statutory provisions.

ARTICLE 5 Teacher Responsibilities

The primary duty and responsibility of the teacher shall be to teach, and the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end, we hereby agree:

- A. Music, Gym, and Art shall be programmed into the regular class schedule, not as part of the homeroom or study period. However, if this cannot be provided, teachers assigned to teach these classes during study or homeroom period shall be compensated at a rate of \$195.00 for up to three periods per week. Teachers shall be provided fifty-five (55) minutes of planning time per day or 275 minutes per week. Planning periods shall not be cancelled unless due to an emergency, with prior approval of the teacher, or in the event that it is necessary in order to protect the general interests of the students. Planning cancelled due to activities such as school parties, field trips or assemblies shall not be made up. Students will be supervised during assemblies and special programs by staff scheduled with them during that time.
- B. Because of the importance of the pupil-teacher ratio to the effective educational programs, efforts shall be made to keep the homeroom membership to not more than twenty-eight (28) pupils in grades K-4, and twenty-eight (28) pupils in grades 5-8.
- C. If it is necessary to exceed the above numbers, the remuneration shall be 50 cents per hour per student above those numbers. It is understood that payment will be made the first pay period after the last day of the month.
- D. No money shall be shared by the homeroom teacher on removal of students for any special classes unless the entire class attends the special classes. This section shall not apply to self-contained classrooms.
- E. Teachers are required, unless sick, to attend all staff, in-service, or other meetings held during regular school hours.
- F. The parties acknowledge that the Policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent any individual handicapped student should participate in regular education programs and services involves considerations of that student's unique needs as

determined by an individual educational planning committee. Although it is agreed that the handicapped student's participation and right to participate in regular education programs and services cannot be affected by this agreement, the District does agree to consider how the handicapped student's placement will affect teachers when determining the handicapped student's placement.

The District and teacher(s) shall determine the need for a teacher who will be providing instructional or other services to a handicapped student to participate in the IPEC which may place a student in a regular education classroom.

When a general education teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions related to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.

- G. The Association agrees to continue the practice of encouraging teachers to be involved in student-related programs outside of the regular school day. This may include after school programs, athletic programs or other services (less IEPs) designed to provide additional educational and social opportunities for students.

ARTICLE 6 Working Conditions

The Board recognizes that the appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, representatives from the grade level, with a voice in the selection of all new texts, and above mentioned equipment.

- A. Four report periods shall be sufficient during the school year--the first period to be accomplished with a parent-teacher conference.
- B. Teachers shall be given one day at the end of the first semester and one day at the end of the school year to record permanent scholastic records.

The record day at the end of the first semester shall be the first Friday after the semester ends.

- C. Teachers shall be on duty no longer than eight (8) hours per day, five (5) days per week with thirty (30) minutes out of this period off each day for lunch. Teacher reporting time and dismissal time shall be 8:30 a.m. and 4 p.m., respectively.
- D. All teachers shall be given written notice of their general grade level assignments for the forthcoming year no later than the closing day of the current school year. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event shall change in teachers' schedules be made later than the 15th day preceding the beginning of the school year.
- E. Teachers shall have a completely duty-free lunch period. If a teacher accepts any lunch period duty, said teacher shall be given a paid lunch for each duty performed.
- F. ESEA Compliance Committee

- 1. ESEA Committee

No ESEA provision shall alter, modify, violate or supersede, except as mutually agreed in writing by the Employer and the Association, this Agreement or any other formal or informal understanding, condition or practice established between the parties. The foregoing shall apply to any school ESEA the Employer intends to implement.

- 2. Scope

No ESEA Committee shall address the issues of wages, hours, terms and other conditions of employment or matters established in statute such as the Public Employment Relations Act and the Michigan Tenure Act.

No ESEA Committee shall engage in collective bargaining or have the authority to address employment matters.

1. Employee Participation

Any participation in an ESEA Committee shall be voluntary. The participation or lack of participation of an individual bargaining unit member or group of bargaining unit members in an ESEA Committee shall not be noted or considered in the Employer's employment decisions, including but not limited to evaluation, assignment, extra duty assignment, conference attendance, promotion, discipline or discharge of any bargaining unit member.

2. ESEA Committees

ESEA Committee(s) shall be established to deal with the provision of the No Child Left Behind Act of 2001 as amended, 20 USC 6301 et seq. The composition of the District's ESEA Committee and any building's ESEA Committee shall be subject to the following provisions.

- a. The majority of each ESEA Committee shall be employees selected by the Association.
- b. For building level ESEA Committees the Association may choose one (1) bargaining unit member as one of the representatives of the bargaining unit.
- c. The administrator member(s) and the bargaining unit member(s) of the ESEA Committee will mutually agree to the other individuals to be member of the Committee (i.e., parents, students and others in the school community).
- d. Bargaining: Every ESEA plan recommended by the ESEA Committee shall be immediately submitted to the bargaining representatives of the parties. Upon the demand of either party, the parties shall meet and negotiate the ESEA Plan. No ESEA Plan shall be implemented without the mutual agreement of the parties.

- G. 1. A "part-time" teacher is any teacher whose teaching load is less than 4/6 of student contact hours.

2. Compensation and fringe benefits for part-time teachers is as follows:

1/6 salary, 1/6 benefits, 1/6 preparation period (at teacher request) for 1 student contact hour per day.

2/6 salary, 2/6 benefits, 2/6 preparation period (at teacher request) for 2 student contact hours per day.

3/6 salary, 3/6 benefits, 3/6 preparation period (at teacher request) for 3 student contact hours per day.

This language is not intended as a cost saving measure, nor is it to be used in wholesale reduction of full-time staff.

3. Part-time teachers will be responsible for attending parent-teacher conferences, in-service, staff/departamental, grade level, or other professional meetings as may be required by Superintendent of Schools. It is agreed that every effort will be made to insure that part-time teachers are available to participate in the conferences and meetings delineated above.
4. Part-time teachers working a 3/6 and 4/6 schedule will receive a full 30 minute daily lunch break, providing that the teacher requests a lunch period be included in the duty day.
5. Part-time teachers may not acquire full-time status unless there is an open position as a result of there being a newly created full-time position, a resignation, or retirement. In addition, part-time teachers may not be placed in any position to which a full-time teacher may be recalled from lay-off or return from a leave of absence.

ARTICLE 7
Professional Improvement

- A. Teachers shall be allowed up to \$200 per semester hour for all courses in which a grade of B or better is attained. The maximum allowable amount per year (September 1-August 30) shall be \$1,200. The reimbursement applies to courses leading to an advanced degree or refresher courses. The courses shall relate to the improvement of teaching skills or knowledge, counseling, curriculum development, or administration. Prior approval by the administration is required and payment will be made at the completion of the course.

During a probationary teacher's first four (4) years of employment, the probationary teacher, the mentor, and the school administration will jointly determine the professional development needs of the probationary teacher.

- B. An allowance of up to \$60 per year will be granted for non-credit workshops that directly relate to the teacher's subject or level. Prior approval by the administration is required.
- C. Teachers will have the opportunity to attend at least six (6) half-days of in-service meetings. The days for these meetings will be mutually agreed on by the Board and the Association. The Association shall have the right to participate in the planning of these in-service meetings as a voluntary act.

ARTICLE 8
Classification

- A. Years of military service to a maximum of two years are to be considered previous teaching experience for teachers in the Mar Lee District.
- B. New teachers to the District with teaching experience may be placed on any step one through three (3) as can be agreed to by the teacher and the administration. No new teacher can be placed on any step above three (3). Newly hired teachers cannot be given experience towards step placement at more than fifty percent (50%) of prior years of service.

- C. Full-time teachers in the Mar Lee School under contract during the school year shall automatically proceed to the next higher consecutive step on the approved salary schedule for the following year. Part-time teachers will move up half steps on the salary schedule (See Appendix A).

ARTICLE 9

Illness, Disability, Leaves of Absence

A. Paid Leave:

1. Full time teachers will be allowed up to seventy (70) hours sick leave per year. The unused portion may be accumulated without limitation. Part-time teachers will be allowed a number of sick hours proportional to the amount of their work day. For example, a 3/6 time teacher would be allowed up to 3/6 of seventy (70) hours of sick time. Sick leave time will be calculated in half-hour increments.

At the time of a teacher's retirement, with eligibility into the State Retirement Program, the teacher shall receive a \$700 payment. To be eligible for this payment a teacher must have 350 hours of sick leave or fifty percent (50%) of the eligible sick leave hours.

2. The sick leave may be used for the following circumstances: personal illness; illness or death in the family (husband, wife, child, father, mother, father-in-law, mother-in-law, brother or sister).
3. Emergency absences not listed may be approved by the Superintendent.
4. Notification of illness shall be made to the Superintendent or his designated representative.
5. Up to fourteen (14) hours of personal leave shall be granted in 3.5 or seven (7) hour increments. Part-time teachers will be allowed a number of personal leave hours proportional to the amount of their work day. For example, a 3/6 time teacher would be allowed up to

3/6 of fourteen (14) hours of personal leave time. A teacher planning to use personal leave time shall notify the superintendent at least one day in advance except in cases of emergency. These days shall not be accumulative. It is agreed by the parties that such days may be used for personal business only, that is, business that cannot be conducted outside regular school hours.

6. Funeral leave of one (1) day may be allowed for death of an individual other than immediate family in Section 2 above.
7. Absence due to injury or illness including head lice incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The costs associated with the treatment of head lice shall be borne by the District.
8. Teachers shall be entitled to leave for jury duty service. Teachers shall receive their regular school pay. Their compensation check for jury duty, less mileage, should be signed and handed into the school office. If jury duty takes only one-half of day, teachers should return to their teaching assignment for the other half-day. Teachers shall suffer no loss of paid or unpaid leave time.

B. Unpaid Leave:

1. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to the end of the current school year, and the leave may be renewed by the Board upon written request by the teacher.
2. Every tenure teacher shall be eligible, upon application, for an unpaid leave up to one (1) year to accommodate personal needs. Teacher will not gain seniority or step during the leave.
3. A teacher who, while on leave of absence, takes full time employment as a teacher at another school system shall be deemed to have terminated his or her relationship with the district and there shall be no further obligation upon the District.

4. It is agreed that for teachers requesting an unpaid leave of absence for more than thirty (30) work days, the benefit package, i.e., sick days, insurance benefits, etc., will be prorated to account for the less than full-time contract which results from the approved unpaid leave of absence, except in cases where the unpaid leave is subject to law or other statutory provisions.

C. Child Care Leave:

1. A leave of absence shall be granted to a teacher for the purpose of childbearing and/or child rearing.
2. The length of leave shall not exceed one (1) year, renewable at the discretion of the Board.
3. A teacher adopting a child/children shall begin his/her leave at any time between entry of a court order awarding custody and after the child arrives in the home.
4. In order to provide continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent in writing of his/her desire to take such a leave. The letter requesting leave shall include the date of return, and except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which his/her leave is to begin.
5. In the case of an adoption, a copy of the order awarding custody to the adoptive parent shall be included.
6. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her functions adequately.
7. All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave.
8. Teachers who have completed at least half the school year, but not a complete year, and are granted leaves of absence without pay shall receive one-half (1/2) year credit toward annual salary increment on the appropriate schedule.

9. The teacher upon return shall be assigned to the same teaching position if possible or to a comparable position. Nothing in this section shall preclude the teacher's being laid off in accordance with a bona fide staff reduction as provided in Article X.

<p>ARTICLE 10 Vacancies, Promotions, and Transfers</p>
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- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, or position, shall be made in writing, one copy of which shall be filed with the Association. The application shall set forth the reasons for transfer, the grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them within the district without due disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.
- C. The Board declares its support of a policy of filling instructional vacancies from within its own teaching staff. Whenever a vacancy is determined, the Superintendent shall during the school year promptly post notices of same for no less than two (2) weeks before the position is filled and notify the Association. Whenever a vacancy is posted during the summer break period the Superintendent shall insure that a Notice of Vacancy is mailed to each bargaining unit member's last known home address not less than two weeks before the position is to be filled. Vacancies shall be filled on the basis of the experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors. Any new position shall be posted with accompanying job description. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior.

- D. An involuntary transfer will be made only in the case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.
- E. Any teacher who shall be transferred to an Administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.
- F. In the event that a reduction of personnel shall become necessary, the Board shall first retain those teachers possessing current teaching certificates with the longest period of continuous service in the school district who are certified and who have been deemed to be highly qualified to teach in those areas to be preserved. In the event of lay-off, the Board will make every effort to insure that separated personnel may be placed in other teaching situations.

In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in reverse order of lay-off. Recall will be initiated immediately upon resolution of any financial crises which may have precipitated the necessary reduction in personnel. There will be a three (3) year limit on recall and non-tenured teachers do not have the right of recall.

The teacher on layoff shall choose from available vacancies for which he/she is certified and qualified. If a vacancy does not exist, a teacher on layoff may bump the least senior bargaining unit member who holds a position for which the teacher on layoff is certified and qualified.

Definition of Seniority: Seniority for all purposes under this Agreement shall be defined as the length of unbroken service within the bargaining unit since the last date of hire or transfer into the bargaining unit. All bargaining unit seniority is lost when employment is severed by resignation, retirement out of the bargaining unit and/or by discharge for cause.

Teachers covered by the Master Contract shall receive one year's seniority for each year taught. If a teacher teaches less than full-time, the teacher shall receive seniority credit in proportion of the amount of day taught. If two teachers have the same number of years' seniority, seniority shall be determined by date of hire.

- G. Athletic program supervisory positions will be filled at the discretion of the Administration and Board of Education.

ARTICLE 11 Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning. This section shall not apply to the non-renewal of probationary teachers.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its members to define acceptable criteria of professional behavior. After first being initiated by the Board, the Association members shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession, and shall conduct themselves in the classroom and on school grounds according to the guiding principles of this Code of Ethics.
- C. 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. Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher. When the offense needs to be brought to the attention of the teacher, he shall be notified first. Thereafter, if the offense continues, the teacher and the Professional Rights and Responsibilities Committee shall be notified in writing.
- D. 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 infraction of rules 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.

- E. 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 representative thereof shall be made subject to the professional grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association. This section shall not apply to the non-renewal of probationary teachers.

Board or representative thereof shall be made subject to the professional grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

- F. Teachers shall not engage in business activities, sales or solicitation during school hours or on school premises that is not directly related to a school fund-raising activity or as a fund-raising activity for a non-profit community service organization. Any sales, solicitation or fund-raising requires prior approval of the administration.

ARTICLE 12 Student Discipline
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- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil is eligible for special education, or 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 responsibility with respect to such pupils.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal as promptly as his teaching obligations will allow, full particulars of the incident in writing.
- D. Any case of assault upon a teacher shall 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 promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

ARTICLE 13 Negotiation Procedures
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- A. On or before March 1, 2011, the parties shall initiate negotiation for the purpose of considering and making changes in the Agreement for the forthcoming year(s).
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies within a calendar week.

After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within one week of ratification.

- C. There shall be three signed copies for the purpose of record - one retained by the Board, one by the Association, and one by the Superintendent.
- D. Representative members of the Board, the school administration, and the Association's negotiating team will meet on the last Thursday of each month in the months of September, January, and May for the purpose of

reviewing the administration of the agreement and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure, and may be mutually called off if the need for same is not deemed necessary on the particular date. An agenda of topics to be discussed will be presented by either or both groups at least five days prior to the scheduled date of the meetings.

ARTICLE 14 Procedure for Adjustment of Grievances
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A Definitions

1. A "Grievance" shall be defined as an alleged violation of the expressed terms and provisions of this Agreement.
2. The "aggrieved person" shall be interpreted to include the Association, includes and/or any individual or group who is making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. The term "days" shall mean school days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter formally with any appropriate member of the administration.

C. Structure

1. The Association shall establish a Negotiating and Grievance Committee.
2. The Superintendent or his/her designee shall be the administrative representative.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by written mutual consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon as practicable.

1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor and may request to have a representative of the Association accompany him in the discussion.

2. Level Two

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) days after teacher and immediate supervisor discussion of the grievance, he/she may file the grievance in writing with the Association's Negotiating and Grievance Committee.

Within five (5) days of receipt of the grievance the Negotiating and Grievance Committee shall meet with and present the written grievance to the Superintendent of Schools. Within ten (10) days from receipt of the grievance by the Superintendent he shall render a decision as to the solution in writing.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the Superintendent, the grievant may refer the grievance through the Negotiating and Grievance Committee to the Board of Education. Upon receipt of the written referral, the board of Education will meet with the grievance and his/her association

representative within thirty (30) days for the purpose of arriving at a mutually satisfactory solution to the grievance problem.

E. Arbitration

Within thirty (30) days of the receipt of the disposition, if the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in 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 agree that judgment thereon may be entered in any court of competent jurisdiction.

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

ARTICLE 15 Miscellaneous Provisions
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A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

- 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. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- F. 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 have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic 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 against the Employer, as defined by the Public Employment Relations Act, (MCLA 423.201 et seq; MSA 17.455(1) et seq.) unless the Employer refuses to fully implement and abide by an arbitration award issued under this Agreement.

ARTICLE 16 Teacher Evaluation
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- A. The purpose of the teachers' evaluation is to improve the educational program in the Mar Lee Public Schools.
- B. The evaluation work of all teachers is the responsibility of the administration.
- C. The teaching performance of all teachers shall be evaluated in writing. Evaluation shall be conducted by teacher's immediate supervisor, the superintendent or his designee from the staff or district.
- D. The district will provide each teacher with a copy of the evaluation form and the criteria to be used in a given school year.

- E. Teacher's performance shall be evaluated in light of all evidence pertinent to the discharge of the teacher's professional responsibilities and his or her exercise of professional judgment.
- F. All monitoring and observation of the teacher's performance will be conducted openly and with full knowledge of the teacher.
- G. Non-tenured teachers will be observed at least once each semester.
- H. The administrator shall prepare and submit a written report with recommendations to the teacher within ten (10) days of the observation. If an administrator believes a teacher is doing unacceptable work, the reasons shall be set forth in specific terms, along with a statement of the specific ways in which the teacher is to improve and of the ways in which assistance to attain that improvement is to be provided by the district.
- I. The administrator shall, within ten (10) days of submission of the written report, hold a post-observation conference with the teacher for the purpose of clarifying the written report and recommendations.
- J. The teacher shall sign the written report at the conclusion of the conference. Such signature is an indication that he/she has read the report and has had an opportunity to discuss its contents; the signature does not necessarily indicate the teacher agrees with the report. If a teacher disagrees with the report or any portions of it, he/she may submit a written response, which shall be attached to and filed with the report.
- K. Any complaints regarding a teacher made to the administration by any parent, student, or other person, which will be considered in evaluating said teacher's performance will be called to the teacher's attention.
- L. Each teacher will have the right, upon request, to review the contents of his own personnel file. The review will be made in the presence of the administrator responsible for safekeeping of such file.
- M. If it becomes clearly evident that the work rendered by the tenured teacher is becoming progressively less satisfactory with the passage of time and/or if it is determined that at the time of evaluation that such performance is characterized as temporarily acceptable the following shall apply:

1. His or her administrator shall notify him/her in writing of such conditions or any action deemed necessary to improve the quality of work he or she renders to the school district. Such notice, with corrective recommendations shall be deemed by the teacher to constitute a fair and just warning.
 2. The District reserves the right to dismiss the teacher for just cause as provided under the Michigan Teacher Tenure Act.
- N. All probationary teachers are to be assigned a "mentor teacher" who is to provide assistance as indicated by statute. The selection of the "mentor teacher" is by mutual consent of the teacher, administrator and mentor teacher. The probationary teacher and the mentor teacher are to meet and confer on a regular basis but at a minimum of once each quarter. Each semester the probationary teacher and the mentor teacher are to meet with the administration to review the progress of the new teacher. This process is non-evaluatory and shall not be a part of either teacher's record. While serving in the capacity of a mentor, the mentor teacher shall receive a stipend of \$300 per school year. For the purposes of conferring on matters relating to the assignment of mentors to probationary teachers, an Ad Hoc Committee will be established to establish guidelines and procedures.

ARTICLE 17
Duration

This Agreement is for the 2009-2010 and 2010-2011 school years, effective July 1, 2009 and shall continue in effect until June 30, 2011.

FOR MAR LEE BOARD OF EDUCATION

Date

Date

MAR LEE EDUCATION ASSOCIATION, MEA/NEA

Date

Date

APPENDIX A
Salary Schedules and Fringe Benefits

Salary schedule for 2009-10 to reflect a 1.25 percent increase.

2009-2010				
Step	BA	Per Diem	MA	Per Diem
1	\$36,680	\$197.20	\$38,799	\$208.60
2	\$38,172	\$205.22	\$40,288	\$216.60
3	\$39,653	\$213.18	\$41,788	\$224.67
4	\$41,138	\$221.17	\$43,279	\$232.68
5	\$42,627	\$229.17	\$44,777	\$240.74
6	\$44,106	\$237.13	\$46,281	\$248.82
7	\$45,602	\$245.17	\$47,779	\$256.88
8	\$47,082	\$253.13	\$49,270	\$264.89
9	\$48,572	\$261.13	\$50,771	\$272.96
10	\$50,053	\$269.10	\$52,263	\$280.98
11	\$51,534	\$277.06	\$53,754	\$289.00
12	\$53,595	\$288.14	\$55,902	\$300.55
13	\$55,741	\$299.68	\$58,138	\$312.57
14	\$57,970	\$311.65	\$60,468	\$325.10
15	\$59,574	\$320.29	\$62,882	\$338.08
L20	\$60,766	\$326.69	\$64,140	\$344.84
L25	\$61,981	\$333.23	\$65,423	\$351.74
L30	\$63,221	\$339.89	\$66,731	\$358.77

Salary schedule for 2010-2011 to reflect a 1 percent increase.

2010-2011					
Step	BA	Per Diem		MA	Per Diem
1	\$37,047	\$199.18		\$39,187	\$210.68
2	\$38,554	\$207.28		\$40,691	\$218.77
3	\$40,049	\$215.32		\$42,206	\$226.91
4	\$41,549	\$223.38		\$43,712	\$235.01
5	\$43,054	\$231.47		\$45,225	\$243.14
6	\$44,547	\$239.50		\$46,744	\$251.31
7	\$46,058	\$247.62		\$48,257	\$259.44
8	\$47,553	\$255.66		\$49,763	\$267.54
9	\$49,057	\$263.75		\$51,279	\$275.69
10	\$50,553	\$271.79		\$52,786	\$283.79
11	\$52,050	\$279.84		\$54,291	\$291.89
12	\$54,131	\$291.02		\$56,461	\$303.55
13	\$56,299	\$302.68		\$58,719	\$315.69
14	\$58,549	\$314.78		\$61,072	\$328.35
15	\$60,170	\$323.50		\$63,511	\$341.46
L20	\$61,374	\$329.97		\$64,781	\$348.29
L25	\$62,601	\$336.56		\$66,077	\$355.25
L30	\$63,853	\$343.29		\$67,398	\$362.36

A. Longevity:

Step L-25 became effective with the 2007-2008 school year and was set at two percent (2%) over L-20. Step L-30 will become effective with the 2009-2010 school year and shall be set at two percent (2%) over L-25. Teachers move from Step 15 on the regular schedule into Step L-20 and subsequent longevity steps as prescribed for above.

B. Retirement:

The teacher's retirement will be paid by the Mar Lee School District for the duration of this agreement.

C. Health Insurance:

PAK A

Subject to Article VI, Paragraph G, MESSA Choices II insurance shall be provided by the Board for each teacher and his/her dependents. Those not taking health insurance may select a cash option up to the cost of the MESSA Choices II, single subscriber rate.

Plan 1

- a. Health MESSA Choices II (\$10/\$10 prescription co-pay).
- b. Dental Insurance – Delta Dental Plan 75/75/50: 1,000 annual Max (without orthodontic rider 75:5000 Class IV, life time maximum benefit).
- c. Vision Insurance – VSP 2 – Silver
- d. Life Insurance - \$5000 Disability waiver will apply
- e. Accidental Death & Dismemberment – Life volume \$5000

Plan 2

- a. Life Insurance - \$10,000 Disability waiver will apply
- b. Accidental Death & Dismemberment – Life volume \$10,000
- c. Vision Insurance – VSP 2 – Silver
- d. Delta Insurance – Delta Dental Plan 75/75/50 :\$1,000 Annual Max (with orthodontic rider 75:5000 Class IV, life time maximum benefit)
- e. Cash Option – *Those not taking Plan 1 health insurance may select a cash option up to the cost of the MESSA single subscriber rate.*

For 2009-10 and 2010-11, The Board agrees to absorb premium rate increases up to ten percent (10%). It is agreed that premium rate increases above ten percent (10%) will be born on a 50/50 split basis.

The Board shall adopt a qualified plan pursuant to Section 125 of the Internal Revenue Code. All costs relating to the implementation and administration of benefits under the plan shall be borne by the Board. It is understood that at least one aspect of the plan will be designed to allow teachers not receiving health insurance to receive a cash option

which is part of that plan. The cash option received by the teachers may be utilized to purchase a tax-deferred annuity. To purchase a tax deferred annuity or other non-taxable MESSA/MEA Financial Service option(s), the teacher shall enter into a salary reduction agreement. This section will become effective January 1, 1997 or as soon as the Board is able to adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code and a salary reduction agreement.

- D. Professional development stipend to be set at \$150 per day, \$75 per half day. This is effective until June 30, 2010, but does not apply to release time during regularly scheduled instructional days.
- E. Staff will receive a stipend in the amount of \$30 per hour (minimum of ½ hour segments) for before or after school tutoring. Maximum allocation for this is \$9,500 as effective until June 1, 2010.