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ARTICLE I - RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, as amended, the Board of Education of the Marcellus School District (hereinafter referred to as the Board) recognizes the Southwestern Michigan Education Association – MEA – NEA (hereinafter referred to as the Bargaining Agent) as the exclusive bargaining agent for employees of the Board (hereinafter referred to as teachers) in the bargaining unit defined as:
1. All certificated instructional personnel employed by the school district for the regular school term, grades K-12, counselors, social workers and alternative education but excluding per diem substitute teachers, teacher aides, the positions of executives and supervisors, and all other employees.
 2. Those counselors and social workers hired during or prior to the 2005-06 school year shall have the option of joining the bargaining unit. Those counselors and social workers hired after the 2005-06 school year shall become members of the bargaining unit.
- B. The SMEA shall designate the local Association – MEA – NEA (hereinafter referred to as the Association) as the administrator of this contract including the processing of grievances.

ARTICLE II – TEACHER RIGHTS

- A. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965 and to all the applicable laws and statutes pertaining to teachers' rights and responsibilities.
- B. Teachers shall have the right to join any teacher organization.
- C. **NON-BARGAINING UNIT EMPLOYEES**
 - 1. If due to an emergency situation, the Board assigns a non-bargaining unit employee to perform bargaining unit duties on a permanent (year long) basis, then the affected person shall be subject to the Master Contract, with all rights, privileges and responsibilities, including any fees or assessments assigned thereto, prorated for the amount of time spent in bargaining unit work.
 - 2. If the bargaining unit duties are in an area usually subordinate to the supervisory employee who will be performing in both capacities, then that employee shall be evaluated by his immediate supervisor in the area of his bargaining unit work as well as his usual position.
 - 3. If the Association finds there are inequities caused by the dual positions, then redress may be sought through the grievance procedure.
- D. **COMPLAINTS**
 - 1. **General**

If the time lines and procedures as established in this agreement are not adhered to, the complaint may not be placed in the teacher's personnel file nor used in any disciplinary action against the teacher.
 - 2. **From Parents or Other School District Residents**

When an administrator or member of the Board of Education receives a complaint from a parent or other school district resident (other than local school administrators), the following steps shall be taken:

 - A. The complaint may be referred to the teacher's immediate supervisor. That administrator shall ask the complainant to talk to the teacher or shall tell the teacher the nature of the complaint. If the complainant is willing and available, the contact shall take place

within five (5) school days of the teacher's immediate supervisor receiving the complaint.

- B. If the complaint is not resolved within five (5) school days of this contact, the administrator shall schedule a conference with the teacher and the complainant at which the administrator shall be present. This conference shall be held within ten (10) days of the five-day resolution period if all parties are available. The teacher has the right to have an Association representative present.
- C. If action is taken during any point in the complaint procedure, the teacher must be mailed notification within five (5) school days with a copy to the Association president. If the teacher objects to the action taken, he/she shall have the right to appeal the decision through the grievance procedure beginning at the Superintendent's level.

3. From Other School Districts

- a. Complaints about a teacher from administrators of other districts shall be brought to the attention of the teacher within ten (10) school days.
- b. A conference shall be arranged by the Marcellus administration attended by the supervisor, the teacher, an Association representative, and the complainant to discuss the complaint with the complainant. The conference shall be scheduled within ten (10) school days of the teacher being notified of the complaint.

E. TEACHER'S FILE

- 1. Notice will be given in writing of any disciplinary items placed in the teacher's file and the teacher shall be given the opportunity to file a response thereto within ten (10) school days of the receipt of the written notice. The teacher's response shall be attached to the original material, and shall not exceed (5) sheets of 8 1/2" x 11" paper with standard business font.
- 2. By mutual agreement between the teacher and administration, material may be removed from the file at any time provided the removal does not violate Michigan or Federal law.

F. DISCIPLINARY ACTION

1. All teachers covered by this agreement are hereby extended all the rights and responsibilities of this agreement and those rights and responsibilities contained in the various state laws concerning teachers. Under this agreement, all teachers shall be entitled to due process and shall not be dismissed, demoted or disciplined without just cause. No grievance concerning the dismissal of a probationary teacher due to unsatisfactory performance of his/her classroom duties and responsibilities shall be advanced beyond the fifth step of the grievance procedure contained herein. The association shall have the right, however, to advance the grievance of a probationary teacher to arbitration if the grievance is not based on unsatisfactory classroom performance and/or contract non-renewal.
2. A teacher shall be entitled to have present a representative of the Association during any disciplinary action beyond a verbal reprimand. 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 provided that said representative shall be available within three (3) school days. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
3. All teachers shall be entitled to full rights of citizenship. No religious or political activities outside the classroom, or lack thereof, or the private or personal life of any teacher shall be grounds for any discipline or discrimination with respect to the professional employment of the teacher unless said activities adversely affect the outcomes of the teacher's duties or otherwise constitutes "just cause" for discipline.
4. If the violation concerns the character of the professional services of the teacher, the teacher shall be advised as to the corrective action to be taken and be given a reasonable time within which to take such corrective action when the matter(s) is/are not severe in nature.
5. Discipline for tenured teachers shall be administered in a progressive sequence which shall include an oral or written warning, an oral or written reprimand, suspension and discharge. This progressive sequence of discipline will be followed except when the seriousness of the violation, such as, but not limited to, illegal, unsafe, gross, or immoral action(s), warrants stronger disciplinary action on the first offense.

ARTICLE III – BOARD OF EDUCATION RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing:
 - 1. The management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, library resources, materials used for instruction, and the selection, direction, transfer, and promotion or demotion, discipline or dismissal of all personnel.
- B. The exercise of these powers, rights, authority, 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 express terms of this agreement.

ARTICLE IV – ENTIRE AGREEMENT CLAUSE

- A. This agreement supersedes and cancels previous agreements between the Board and the SMEA/MEA/Association and shall constitute the entire agreement between the parties until superseded by a new agreement or amended through mutual agreement by said parties.
- B. With the adoption of this agreement, all activities and interpretations covered under past practice are null and void.

ARTICLE V – LEAVES OF ABSENCE

A. LEAVE DAYS

1. An annual allowance of eight (8) paid leave days accumulative to the number of required teacher work days shall be allocated and distributed to teachers on the first teacher contract day each school year, for each full time teacher. These leave days are to be used for personal illness, illness of a spouse, child or parent, spouse's parent or any other household member. They may also be used for disability, emergency leave or personal business. Personal business shall be defined as any activity, which cannot readily be performed at any time other than school time.
 - a. Two personal business days per year may be used for any purpose including recreational activities. "Any purpose" days will not accrue from year to year. If they are unused, they will carry over as regular leave days because they are part of annual allowance of the eight leave days. Refer to 3c.
 - b. Emergency leave shall be defined as an unplanned event that requires your immediate attention and creating an absence from work. This does not include travel delays returning from a vacation or holiday.
2. Procedures for using leave days
 - a. Notification of a pending absence for personal business shall be made to the building principal at least 48 hours prior to the absence. A teacher absence form shall be completed at the time of the request.
 - b. For emergency leave and illness, teachers shall call at least 1-½ hours before the scheduled start of instruction. Upon return from leave, each teacher shall complete a teacher absence form and submit it to his/her administrator.
3. Limits on leave privileges
 - a. If a teacher is late in notifying the designated person about an absence three (3) times within a school year, a per diem deduction of pay shall be made.

- b. Only one person per building may take a personal “any purpose” day at the same time. Requests will be approved on a first come first served basis.
 - c. No more than three (3) consecutive leave days shall be used for personal business without the approval of the superintendent.
4. Leave days shall not be used for extensions of vacations., However, a teacher with one hundred (100) accumulated leave days may request a one (1) day extension to one vacation period per school year. The request must be presented to and approved by the Superintendent prior to the vacation.
5. Leave days shall not be used for recreational purposes unless “any purpose” personal days are used.
6. Leaves without pay will not be approved unless they are covered by the short or long term leave provisions of this agreement. However, a teacher may request a leave without pay of no more than 5 days once every 5 years.

B. LEAVE BANK

1. A leave bank, having been established by contributions of two (2) days per teacher, over several years shall accumulate to a maximum of 400 days. When the Bank has been reduced to 250 days, each teacher will be required to donate one (1) day to the Leave Bank.
2. Newly hired teachers shall contribute two (2) of their leave days to the leave bank during their first year of employment in addition to any days that are deducted because the bank falls below 250 days.
3. The Association shall be notified, in writing, of the total number of days in the Leave Bank at the beginning of each school year.
4. At the discretion of the Association, days from the Leave Bank may be allocated upon written request of a teacher. The Association shall notify the superintendent or a designee of the approved use of the Leave Bank.
5. No time may be drawn on the Leave Bank until the teacher has exhausted his/her own leave days.

C. PROFESSIONAL LEAVE

1. Absences for professional reasons shall not be counted as leave days. Such absences shall, however, have the approval in writing of the superintendent or his/her designee who may consult with the Association regarding the merits of such absence.
2. Each teacher may be granted the option of attending one professional conference or making a professional visitation of his/her choice each year. This option shall include the taking of an educational trip if the teacher can present evidence that the results therefrom will be useful and be used in his/her classroom, and may be an extended leave in accordance with Section *E* of this article.

D. LONG TERM LEAVES

1. Education Leave
 - a. The Board shall grant, upon request of a teacher, a leave of absence without pay, for the purpose of educational advancement. The teacher shall return to the same teaching position, or a like position in the teacher's major or minor field.
 - b. This leave shall be for one year, but it may be extended for a second year by the Board at the request of the teacher.
2. Returning From Leave
 - a. The employee who is on a leave shall be presumed to be returning.
 - b. Said employee must, however, notify the Board not later than April 1 of the intent to return or a replacement will be hired.
 - c. Said employees may return at any time during the school year only in the event there is a vacancy which said teacher is qualified to fill.
3. Other
 - a. The Board may grant, upon request of a teacher, a leave of absence for any reason.

- b. Said leave shall not exceed one year unless extended by the Board.
 - c. Such leave shall be from the school system and not from a specific position.
4. The employee may purchase group health insurance at his/her own expense.

E. SHORT TERM LEAVES

- 1. Request for leave days other than for illness or disability, in excess of ten (10) days in any one school year must be submitted to the Board for consideration.
- 2. Within fifteen (15) school days of receipt of said request, the Board will notify the teacher of its decision.
- 3. Conditions of leave of absence must be stated in the Board resolution at the time leave is granted. Any benefit not specifically granted is assumed not to be granted.

F. FAMILY AND MEDICAL LEAVES

- 1. Upon request, the employer shall grant leaves pursuant to the Family and Medical Leave Act:
 - a) the serious health condition of the employee; or
 - b) the serious health condition of the employee's spouse, parent, parent-in-law or child; or
 - c) pregnancy through birth of a child; or
 - d) the placement of a child for adoption or foster care. Child includes any individual under 18 for whom the employee serves in loco parentis: a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted or foster child.
 - e) Military exigencies
 - f) The care of a close family member suffering from a serious health condition related to military activity.
 - g) Other conditions/status qualifying as FMLA leave pursuant to the FMLA.
- 2. Whenever practicable, the employee will provide the employer at least thirty (30) days written notice of the request for the leave. It will include the reason for the request; the expected beginning date; the expected ending date.

3. The employee shall have the option of first using accrued paid sick leave and/or personal leave during all or part of the duration of the leave. The remainder of any leave time will be unpaid.
4. The employee shall have the right to take the leave on a reduced or intermittent schedule, consistent with the FMLA. The Leave year shall be calculated on a rolling backward basis, except for military exigencies, which shall be calculated on a rolling forward basis.
5. Employer paid health benefits will be continued consistent with the FMLA.
6. When returning from leave, the employee shall be reinstated to the same position or a like position in the teacher's major and/or minor field.
7. The Board upon written request of the employee may grant a leave extension. Also upon written request the Board may grant unpaid leave if up to one (1) year at its discretion.
8. The above Family and Medical leave provisions shall be governed by the terms of the Family and Medical Leave Act of 1993, as amended.

G. ASSOCIATION LEAVE

1. At the beginning of each school year, the Association shall be credited with a total of five (5) days to be used for Association business.
2. The Association agrees to pay the substitute costs for these days.
3. Said leave days shall be non-cumulative.

H. JURY DUTY

1. A leave of absence shall be granted to a teacher who is summoned and who serves on jury duty and leaves up to sixteen (16) business days per each school year shall be without loss of pay or benefits. Extension of pay and benefits beyond sixteen (16) days may be allowed with board approval.

ARTICLE VI – TEACHING CONDITIONS

A. CLASS SIZE

1. Every effort shall be made not to exceed 25 students except that physical education classes may have 30 students. Band and vocal music classes may exceed these limits. If the above limits are exceeded, the teacher may request in writing to the building administrator that a study exploring alternatives be made. A committee composed of the teacher, one Association representative, the supervising principal and the superintendent shall conduct the study within fifteen (15) work days. It is agreed that smaller class sizes are better for student learning.
2. Alternatives resulting from the study may be presented to the Board if Board action is needed for implementation. If the teacher is not satisfied with the action taken by the Board, he may seek redress through the grievance procedure.
3. Every effort shall be made to maintain a pupil-certified teacher ratio of not more than 24-1. (Certified teachers include all classroom and special teachers with valid teaching certificates.)

B. QUALIFICATIONS AND ASSIGNMENTS

1. Teachers shall be given written notice of their teaching assignments for the coming year no later than two weeks prior to the end of the current school year unless a voluntary transfer request is in process. If circumstances necessitate a change after May 15th, the administration will consult with the affected teacher as soon as possible and always before the placement is announced. If the change is considered an involuntary transfer, the teacher may follow the procedure outlined in that section.
2. Every effort shall be made to fill each teaching position with appropriately certified personnel. Certified teachers shall not be assigned for more than two consecutive semesters outside the scope of their teaching certificates. No teacher assigned to such a position shall be evaluated on the basis of his/her performance in instruction in that subject matter.

C. VACANCIES AND TRANSFERS

1. A vacancy shall be interpreted as an instructional or extra-duty position made available by the addition of a new position or by the departure of a staff member.
2. Voluntary Transfers
 - a. A teacher seeking a voluntary transfer should put the request in writing specifying the school, grade, subject/position sought. The teacher will furnish copies to the building principal, superintendent and union president.
 - b. Subject to certification, qualifications and seniority, a request for voluntary transfer should be granted if the position sought is available. If a position becomes available, the position will be discussed with the teacher prior to any decision. If the position is not granted to the requesting teacher, the teacher will be notified of the reasons by an administrator.
3. Involuntary Transfer
 - a. An involuntary transfer occurs when a bargaining unit member is assigned to a position not held the previous year. This does not include secondary teachers who are hired to teach in a subject area. However, it would include a transfer between buildings.
 - b. When an involuntary transfer is necessary, the administration will meet with the bargaining unit member involved to explain the reasoning behind the transfer before the transfer becomes official.
 - c. If a bargaining unit member is not happy with the transfer after meeting with the administration, then he/she will submit his/her objections in writing to the building principal within three (3) days of officially receiving the assignment.
 - 1) A meeting will be scheduled within five (5) days of receiving the objection between the bargaining unit member, the building principal and the superintendent to review the transfer.
 - 2) The superintendent shall make the final decision on whether the involuntary transfer shall take place.

- 3) This final decision by the superintendent shall not be grievable.
- d. Certain situations may result in the necessity for an involuntary transfer. The list below shows some possible examples.
 - 1) To fill needs with existing staff.
 - 2) To fill a vacancy that has had no certified applicant.
 - 3) To create a better match of individual qualifications with the range of assignments available.
4. Posting of Vacancies
 - a. Instructional or extra-duty vacancies prior to August 1st shall be posted for ten (10) work days, unless a shorter time is mutually agreed upon.
 - b. Vacancies after August 1st or any position needing to be filled during the current school year, shall be posted for five (5) work days.
 - c. An internal posting will always occur before external candidates are interviewed and no assignment of a new teacher to a specific position shall be made until all pending requests for reassignment or transfer to that position have been acted upon.
 - d. A copy of each posting shall be provided to the Association President at the time the position is posted.
 - e. During the school year, vacancies will be posted in each building in the district.
 - f. During the summer recess, vacancies will be distributed to teachers via email/association fan-out.
 - g. The District shall post all vacancies on the District website and central office. Notice shall also be sent electronically (email) and by U.S. mail to the Association President.

D. MENTOR TEACHER

1. A Mentor will be assigned to teachers during their first three (3) years of classroom teaching employment under regulations of P.A. 335.

2. Each eligible bargaining unit member shall be assigned a Mentor Teacher through collaboration of the Association and Administration. An Association representative and the building principal will meet and determine mentor assignments. 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.
3. A mentor teacher shall be assigned in accordance with the following:
 - a. The Mentor Teacher shall be a person who qualifies under Section 1526 of P.A. 335 of 1993. Bargaining unit members shall be given first consideration.
 - b. Participation as a Mentor Teacher shall be voluntary.
 - c. The District shall immediately notify the Association of those members requiring a mentor.
 - d. The assignment of the Mentor Teacher shall be finalized within ten (10) work days of the mentee's first work day.
 - e. Every effort will be made to match Mentor teachers and Mentees who work in the same building and have the same area of certification.
 - f. Mentees shall only be assigned to one (1) Mentor Teacher at a time and a Mentor Teacher shall only be assigned one (1) mentee at a time whenever possible.
4. The mentor teacher's assignment shall be for one (1) school year subject to review by the mentor teacher and mentee after two (2) months. A mentee shall be assigned to a different mentor teacher at any time such request is made by either the mentee or the mentor teacher.. The appointment may be renewed in succeeding years up to three. The reassignment process will follow the procedures outlined in subsection 2 and 3 above.
5. When possible, the mentor and probationary teacher will be assigned a common preparation time.
6. The Board and Association agree that the relationship shall be confidential. Neither the mentor teacher nor the mentee shall participate in any matter related to the evaluation of the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the

mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher.

7. Mentor job description

- a. Assist the probationary teacher in learning and adapting to policies and procedures of his/her building and the district.
- b. Assist the probationary teacher in making the transition from academia to “real world” education in the following manner:
 - 1) Meet with the probationer at the beginning of employment, or at the probationer’s first day of work on site and monthly thereafter as a minimum. The principal may suggest topics to be discussed.
 - 2) Assist the probationary teacher in record keeping, lesson plans, curriculum, adaptation, instructional methodologies and use of instructional materials.
 - 3) Offer advice, encouragement, support and positive criticism.
 - 4) Offer guidance in contract procedures.
 - 5) Assist the probationary teacher in identifying areas of strength and correcting problems and weaknesses.
- c. The mentor will submit a list of the monthly meeting dates with the mentee and the topics discussed to the building principal. Also, the mentor will submit a list of the dates and times of the classroom observation to the building principal by April 30th.

8. Level I Mentor – any teacher assigned to a mentee during that mentee’s first year teaching ever. Compensation will be 3% **of the \$30,895 base** and responsibilities will include:

- a. Attend district and building information sessions.
- b. Complete nine (9) hours beyond the regular work day of one on one planning with the mentee. Five (5) of these hours are to be completed during the first semester (not all in the same month) and the remaining four (4) hours are to be completed during the second semester (not all in the same month).
- c. Complete at least twelve (12) hours of additional professional development with the mentee. Cost of this training will be the

responsibility of the board. The professional development program will be developed by the building principal, mentor and mentee.

- d. Observe the mentee teacher one (1) full class period two (2) times per semester and provide feedback to the mentee throughout each semester.
9. Level II Mentor – any teacher assigned to a mentee in the mentee’s 2nd or 3rd year of teaching of their teaching career, or any teacher assigned to mentor a first year Marcellus teacher who was mentored or tenured in another Michigan school district. Any teacher mentoring under Level II will be compensated at the rate of 1.5% of the \$30,895 base and responsibilities include:
- a. Complete nine (9) hours beyond the regular work day of one on one planning with the mentee. Five (5) of these hours are to be completed during the first semester (not all in the same month) and the remaining four (4) hours are to be completed during the second semester (not all in the same month).
 - b. Observe the mentee teacher one (1) full class period two (2) times per semester and provide feedback to the mentee throughout each semester.
10. Payment Schedule
- a. Payment will be made for each teacher they mentor.
 - b. Mentors being hired before or during the first grading period will receive full pay, hired during the second grading period shall receive seventy-five percent (75%) salary, hired during the third grading period will receive fifty percent (50%) salary, and if hired during the last marking period shall receive twenty-five percent (25%) of the salary.
 - c. Mentors relinquishing their duties during the first grading period shall receive no compensation. If mentors relinquish duties during the second marking period they receive twenty-five percent (25%) of the salary, if relinquished during the third marking period, fifty percent (50%) is earned, while relinquishing duties during the fourth grading period results in payment of seventy-five percent (75%) of the salary.

E. USE OF PLANNING PERIOD FOR SUBSTITUTING

1. Opportunities to substitute shall be offered on a rotating basis among those teachers who are available. If no one offers to sub, the principal may assign any teacher who is available.

2. As much advance notice as possible shall be given to any teacher asked to substitute for another who may be absent.
3. Teachers substituting for another during their conference hour shall be reimbursed at one-seventh (1/7) of the daily substitute rate or they may accumulate one period of compensatory time for each period they substitute. Teachers shall indicate which option they choose and notify the building principal.
4. An accumulation of seven such periods earns the teacher one personal day off with pay. A teacher may accumulate no more than three leave days off with pay per school year. Compensatory time earned but not used by the end of the school year shall be carried over to the next school year.
5. Compensatory time may be taken in increments of one or more periods.
6. Compensatory time may not be used for extensions of vacation. However, a teacher with one hundred (100) accumulated leave days may request a one day extension to one vacation period per year. The request must be presented to and approved by the superintendent prior to the vacation. Otherwise, compensatory time may be taken at any time which is mutually agreeable to both the teacher and the building principal.

F. WORK DAY

1. The work day shall be seven (7) hours and thirty (30) minutes inclusive of the lunch period. Teachers shall not leave prior to the dismissal of their students. On Fridays and days preceding holidays or vacations, teachers shall be free to leave after students have been dismissed. However, no one shall leave prior to dismissal of students from their building.
2. Teachers will be consulted before a decision is made concerning the beginning and ending time of the school work day.
3. Teachers shall be in their classrooms or at their door in the hallway at the time students are officially allowed into the building, unless otherwise approved by the building principal.
4. The work day shall be extended only as provided in this agreement and for conferences with students or parents. Such conferences shall be at a mutually agreed time (teacher-administrator) if they are to be held beyond the confines

of the established reporting or dismissal time. Teachers must agree to a time for such a conference.

5. The parties acknowledge their obligation to comply with any state mandated minimum hours of pupil instruction. Modification in the present work day may become necessary to meet state required minimums. The Association agrees that it will make these modifications when necessary and the Board agrees that any modifications in the work day will be resolved with the Association prior to implementation.

G. WORK YEAR

1. The work year shall not be less than the number of days and/or hours required by law.
2. This limit shall be reflected in the annually negotiated school calendar.

H. STAFF MEETINGS

1. Staff meetings outside the normal work day are mandatory except by prior arrangement with the building principal. Meetings shall not be held more often than ten (10) times each school year unless mutually agreed upon by the principal and the Association. Teachers missing a meeting for any reason will make up the meeting as directed by the building principal.
2. Teacher participation in meetings in excess of ten (10), or which exceed sixty (60) minutes outside the normal work day, shall be on a voluntary basis.
3. The administrator shall discuss the time and day for the meetings with the staff prior to setting the meeting schedule.
4. Teachers who have responsibility for extra-curricular activities must schedule practices at a time other than during staff meetings.

I. TEACHER PREPARATION TIME

1. All teachers shall have the equivalent of at least one preparation period per day, but in any event no less than 225 minutes per week. The preparation period shall not include the period of time prior to or after the student instructional day.
2. Preparation or conference time which may be included in a teacher's schedule shall be construed as being duty time.

J. DUTY FREE LUNCH

1. Each teacher shall be guaranteed a duty-free lunch period of no less than thirty (30) consecutive minutes in the high school and in any grades having a regular preparation period every school day.
2. Each teacher in any grade not having preparation time of at least forty (40) minutes every school day shall be guaranteed a minimum of forty (40) consecutive minutes of duty-free lunch period.
3. For a smoother operation of a building lunch program, the teachers of any building may by majority vote and principal approval change the rule above.

K. STUDENT VIOLATIONS

1. In the event that a teacher readily observes students who are in violation of school policies and administrative regulations, that teacher has a responsibility to attempt to correct the situation and then notify the administration.

ARTICLE VII – TEACHER EVALUATION

A. PROBATIONARY TEACHERS

1. During the first half of their probationary period the teachers shall receive a minimum of two (2) written evaluations each year and during the second half of their probationary period they shall receive one (1) written evaluation.
2. The written evaluations shall be based upon a minimum of two (2) classroom observations. The classroom observations for the last written evaluation of the school year shall be at least sixty (60) days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration.
 - a. Classroom observations shall last at least one (1) hour or one (1) class period.
 - b. The teacher shall meet with the building principal to review the classroom observation form within five (5) school days following the classroom observation.

- c. The observation instrument must be consistent with the probationary teacher's Individual Development Plan (IDP).
3. The initial classroom observation shall not be during the first twenty (20) school days in a teacher's respective contract year.
4. The last written evaluation must be completed by April 15th.
5. No classroom observation will be scheduled the day before or after vacation, or an extended illness, without the agreement of the teacher.
6. The contents of the evaluation are not grievable.

B. TENURE TEACHERS

1. Tenure teachers shall be evaluated each year by means of either the Comprehensive Evaluation Form or the Supplemental Evaluation Form. The Comprehensive Form must be completed once every two years for all tenured teachers.
2. These forms may be updated in accordance with Section 380.1249 of the State of Michigan Revised School Code, Act 451 of 1976. The updating process will be mutually agreed upon between the Board and the Association, as a result of the recommendations from an established Evaluation Process Team Committee, comprised of up to four tenured teachers, and a combination of up to four administrators and/or board members.
3. All evaluations shall be completed prior to April 15th. In the event the evaluations are not completed prior to April 15th, said evaluations shall not be placed in the teacher's personnel file nor used in any disciplinary action.
4. No classroom observation will be scheduled the day before or after vacation, or an extended illness, without the agreement of the teacher.
5. Prior to each evaluation, the teacher shall be observed in his/her classroom at least once. Such classroom observation shall be for a period of not less than fifteen (15) minutes. The evaluation will be based upon this classroom observation as well as the teacher's overall performance.
 - a. A copy of the classroom observation report shall be submitted to the employee within five (5) school days of the observation.

- b. If the teacher has questions concerning the observation report, the teacher may request a conference with the principal. If the principal identifies areas needing improvement, he/she shall call those to the teacher's attention and give specific steps in writing within five (5) working days, and shall give sufficient time for improvement before those areas are included in a final evaluation.
6. An Individual Development Plan (IDP) may be written for tenured teachers if the performance of their duties is not satisfactory.

C. ALL TEACHERS

1. Every new teacher shall receive a copy of the instrument to be used in the formal, written evaluation by September 30th. All teachers will receive a copy by September 30th if there are changes in the evaluation instrument from the previous year. The instrument shall be adopted through consensus by the Association and the administration.
2. Each building administrator shall share with the teaching staff the classroom observation instrument to be used prior to September 15th.
3. Each teacher may see the contents of his/her file at the time of the formal conference except for confidential credentials sent to the school by a college or university. A teacher may see the contents of his/her file at any other time that is mutually convenient between the teacher and principal. In any formal conference, the teacher is entitled to have an Association representative present if he/she so desires.
4. Each teacher shall be able to write a rebuttal to any statements made in his/her evaluations or placed in his/her file. The rebuttal shall become part of that teacher's file, and shall not exceed five (5) pages of 8 ½" x 11" paper in length, with standard font size.

ARTICLE VIII – TEACHERS' LOUNGE

- A. Teacher lounges shall continue to be provided and teachers will be responsible for the daily cleaning of the lounges with the exception of emptying the trash and vacuuming the floor.

ARTICLE IX – NO STRIKE CLAUSE

- A. Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Association agrees that no work stoppage will be condoned, authorized or undertaken by its members within the life of this contract and that any teacher or teachers engaging in any concerned work stoppage authorized or unauthorized by the Association in the Marcellus School District or any of its schools, will be subject to discipline up to and including discharge.

ARTICLE X – GRIEVANCE PROCEDURE

A grievance is a claim by a teacher or by the Association that there is an alleged violation of the expressed terms of this Agreement, or a dispute regarding those matters which have previously been determined to be negotiable under Public Act 379.

LEVEL ONE

1. In the event that a teacher believes there is a basis for a grievance, she/he shall first discuss the alleged grievance with the building principal either personally or accompanied by the Association representative. This meeting must take place within fifteen (15) school days of the alleged violation, or within fifteen (15) school days of the discovery thereof, but not to exceed twelve (12) calendar months.
2. If the grievance involves more than one school building, the discussion may be held with the Superintendent or a designee.

LEVEL TWO

If, as a result of the meeting at Level One with the building principal a grievance still exists, the teacher may, within three (3) school days, invoke the formal grievance procedure through the Association on the form signed by the Grievant and a representative of the Association. The form, as found in Appendix A, shall be available from the Association representative in each building. A copy of the grievance shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative so designated.

LEVEL THREE

Within five (5) school days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate the disposition of the grievance in writing within three (3) school days of such meeting and shall furnish a copy thereof to the Association.

LEVEL FOUR

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting, the grievance shall be transmitted to the Superintendent within five (5) school days thereafter. Within five (5) school days of receipt of the grievance, the Superintendent or a designee shall meet with the Association regarding the grievance and shall indicate the disposition of the grievance in writing within three (3) school days of such meeting and shall furnish a copy thereof to the Association.

LEVEL FIVE

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the board within five (5) school days thereafter. The Board, no later than its next meeting or two (2) calendar weeks, whichever shall be later, shall meet with the Association regarding the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) school days thereafter. A copy of the disposition shall be furnished to the Association.

LEVEL SIX

1. 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. Introduction to arbitration must be within fifteen (15) school days after receipt of the Board's disposition. The arbitrator 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 such arbitration any ground or to rely on any evidence not previously disclosed.
2. 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.

GENERAL PROCEDURES

1. If any teacher, for whom a grievance is sustained, shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same and/or equivalent in money shall be paid to him regardless of his employment.
2. The fees and expenses of the arbitrator shall be paid by the non-prevailing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
3. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties.
4. Should either party, or their agents, not abide by the time limits set forth in the grievance procedure, the grievance shall be conceded and the other party's position shall stand.
5. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
6. The Association may, at any time, withdraw a grievance, without prejudice, by written notification to the Superintendent.

ARTICLE XI – SCHOOL IMPROVEMENT AND CURRICULUM COMMITTEES

A. CURRICULUM

1. District Curriculum Coordinator (DCC) shall be selected by the Superintendents office.
2. District chair positions in curricular areas of math, language arts, science and social studies and fine arts will be posted and filled as per the collective bargaining agreement. If no chairperson is identified by this process, than the Association and the DCC must select a teacher to serve as a chairperson for any unfilled curriculum area.

3. Each building principal is required to assist in the development of the overall District Curriculum plan.
4. Continuous improvement of the curriculum will be facilitated and monitored by DCC.
5. Curriculum will be completed in the following manner:
 - a. Curriculum meetings will be scheduled by DCC once per month to include Principals, Chairs and teachers as needed.
 - b. Meetings will be held after school for a maximum of two hours.
 - c. It is understood that the curriculum must be completed in the time listed above and that cooperation between DCC, Chairs, Principals and teachers must occur to complete curriculum which includes CNA 90 performance indicators, and other curriculum tasks as determined by DCC, Chairs and Principals.
6. The Board will provide an appropriate number of professional development days/hours consistent with Michigan law. These days/hours shall be scheduled during the regular school day, except that up to 7.5 hours may be scheduled outside the regular school day. Teachers will provide input on topics/issues for at least 50% of all professional development scheduled during the school year.

B. SCHOOL IMPROVEMENT/EXPERIMENTAL PROGRAMS

1. The employer and Association members are experimenting with a wide range of educational techniques and reforms. The parties recognize that some of the experiments may conflict with the terms and conditions of the Master Agreement. Such variations are acceptable under the agreement provided each variation is approved by the Marcellus Education Association and the Board. Provided further, that no such variations shall be precedent setting nor shall they extend beyond the life of this Master Agreement.
2. The Marcellus Board of Education and the Marcellus Education Association agree to explore together a process of decision making that will deliberately place greater authority and responsibility for educational and related decisions within the school itself or within the direct educational delivery unit. They will jointly explore changes in structure and procedures that will facilitate this change.

3. The parties also believe that through this process there will be a growing sense of openness of communication, growing trust and ultimately a developing ability to problem-solve for the improvement of quality education in the Marcellus School System.
4. Establishment of school improvement teams
 - a. Each building school improvement team will establish their own meeting times.
 - b. Building school improvement team participation will be voluntary. Participation or non-participation on the building team will not be used as criteria for negative evaluation of bargaining unit members.
 - 1) The chairperson of each building team will be chosen by the team members.
 - 2) A procedure for rotation on/off the school improvement team will be established by the building staff.
 - c. Each building school improvement team will define and document the decision making procedures for their own building.
5. The Board of Education and the Marcellus Education Association agree that employee participation in decision making is effective in providing positive results for education. A school improvement team will be formed in each building comprised of teachers, administrators, and when possible non-instructional staff, and may include parents and students. The school improvement teams will have the empowerment under the correlates of effective schools as delineated in the district school improvement plan to investigate, implement and change existing procedures and practices in their buildings to improve educational services. Any changes must be mutually agreed upon by the Board and the school improvement team of the affected building.
6. Any modification of the current contract must be mutually agreed upon by the Board and the Association.

ARTICLE XII – MISCELLANEOUS

- A. An evaluation instrument developed by the superintendent with input from the staff and reviewed by the School Board shall be used annually as a means of administrative evaluation by the staff in each building. This process shall be completed no later than two weeks prior to the end of the school year. The evaluation results shall be shared with the superintendent.

- B. **STUDENT REASONABLE ACCOMODATION**
 - 1. In order to assist students with disabilities in making a successful transition from full time placement in special education classes to a combination of regular and special education classes pursuant to placement recommendations made by an individualized educational program team, the District shall abide by the Individuals with Disabilities Act and Section 504 of the Rehabilitation Act.

 - 2. When delivery of related school health services such as clean intermittent catheterization, suctioning, tracheotomy and similar procedures are necessary to maintain a student in a regular classroom, such services shall be performed by an aide or other qualified personnel other than a regular classroom teacher. Teachers will be provided appropriate training before they will be required to deliver related school health services, except in emergency circumstances. No Special Education teacher will be required to provide such related school health services when they are supervising six (6) or more students. Special Education teachers will not be required to deliver related health services assistance and shall designate the training to be given to affected staff.

 - 3. Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to provide input to the IEP team for said students.

 - 4. The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student.

ARTICLE XIII – EMPLOYEE AND ASSOCIATION RIGHTS

- A. Employees shall have the right to use school buildings at all reasonable hours outside working 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 6:00 p.m.
- B. Employees shall have the right to use school facilities and equipment, including typewriters, duplicating equipment, computers, etc., for Association business. They shall pay for the customary, reasonable cost of materials and supplies.
- C. The Association shall have the right to post notices of activities relating to official Association business on teacher bulletin boards. The Association may use the teacher mailboxes for communication to teachers.
- D. **ASSOCIATION MEMBERSHIP**
 - 1. In accordance with the terms of this article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.
 - 2. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
 - 3. Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA policy and procedures regarding Objections to Political Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
 - 4. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.
 - 5. Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.

6. Upon written authorization by a bargaining unit member or pursuant to paragraph 4, the Employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. Such authorization shall continue in effect from year to year unless revoked in writing between August 1st and September 1st of any year. Pursuant to such authorization, the Employer shall deduct one-fifteenth (1/15) of such dues or fees from each regular salary check of the employees beginning in September until paid in full. Deduction for employees employed after the commencement of the school year shall begin with the next scheduled pay period for all employees to pay their appropriate dues or fee in full prior to or with the last paycheck in May.
7. Application and Indemnification – The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association, by the execution of this Agency Shop provision, expressly agrees to indemnify and save the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of this provision, or by reason of claims or demands made by the Association that a teacher be discharged because of this provision.
8. Association Responsibilities – The Association agrees that it will cooperate with the Board in enforcing the work standards, schedules, rules and regulations of this Agreement and will not engage in nor encourage concerted action of any type against the Board which would be in violation of this Agreement or in violation of the laws or status of the State of Michigan.

E. COMPLAINT PROCEDURE

1. In the event a teacher wishes to register a complaint which is not subject to the grievance procedure, the complaint procedure will be as follows:
 - a. The complaint should first be discussed with the supervising principal or superintendent, whichever is appropriate, and not with other persons until the remedies and steps herein set forth have been used. If the complaint involves other persons, the principal may schedule a conference between the complainant and the other party or parties.
 - b. In the event the complaint is not satisfactorily resolved in Step 1, the complaint may be reduced to writing within ten (10) school days of the principal-teacher conference and submitted to the superintendent. The superintendent will schedule a conference with the teacher within five (5) school days for a discussion of the complaint and give a decision in writing within three (3) school days thereafter.

- c. In the event the complaint is not satisfactorily resolved in Step 2, the complaint as submitted to the superintendent may be submitted to the Board of Education. The complaint will be scheduled to be heard during the public hearing portion of the next meeting of the Board. The action of the Board shall be final.

ARTICLE XIV – TEACHER PROTECTION

A. ASSAULT OR DESTRUCTION OF PROPERTY

1. Any case of assault upon a teacher, destruction of or theft of a teacher's property, while the teacher is on official, legitimate school business, shall be reported within seventy-two (72) hours to the Board or its designated representative.
2. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault or property destruction, and shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, provided the teacher is found not to have been negligent.
3. If the teacher sustains damage to or theft of his/her personal property while on official school business, he/she shall be granted a hearing by the Board at his/her request, to petition for remuneration from the Board in the amount of the loss he/she sustains.

B. The Board shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the Board to teachers.

C. The Board recognized its responsibilities to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline. Time lost by a bargaining unit member in connection with any incident mentioned in this article shall not be charged against the bargaining unit member.

D. HARASSMENT

1. If situations occur where teachers are being subjected to acts of violence, attacks by students resulting in damage to their homes and property, or general

harassment, all of which affect the well-being and mental states of both the teacher and members of their immediate families so that they feel they cannot live comfortable lives and carry out normal activities without fear of continuous assaults, the Board or its representatives will make every effort, cooperating with local law enforcement agencies, to apprehend the guilty parties and will take appropriate action to the extent the law allows.

ARTICLE XV – LAY-OFF AND RECALL PROCEDURE

A. LAY-OFF PROCEDURE

1. Should substantial and unforeseen changes in student populations, financial conditions, or other changes cause the elimination of or reduction in programs, thus necessitating the lay-off of personnel, the following procedure shall prevail:
 - a. The Board shall, by April 15th, give notice of lay-off to the individual(s) involved. Should an emergency situation cause a lay-off to become necessary at any other time of the year, the Board shall notify the teachers to be laid off as soon as they are aware of the situation and provide no less than thirty (30) days notice of the effective date of the lay off.
 - b. Teachers shall be laid off in the inverse order in which they were hired except as follows:
 - 1) To the extent permitted by law, probationary teachers shall be laid off first, beginning with first year probationary teachers, followed by second year, and then third year probationary, and finally fourth year probationary provided that there is a tenured teacher who is certified and qualified to perform the duties of the position being vacated by the probationary teacher, unless such position is being eliminated altogether.
 - 2) If further reduction is necessary, then tenure teachers in the specific positions being reduced shall be laid off on the basis of seniority, and said teachers shall have the right to displace a teacher with less seniority, if such teacher is certified and qualified to perform the duties of the position to be staffed.

- c. If for any reason the Board anticipates a reduction in staff, it shall, before taking action, consult with the Association to receive recommendations regarding priorities and procedures to be followed. Such recommendations shall not be binding upon the Board, but will merely serve as suggested guidelines, except that procedures as outlined in the contract shall be followed.
2. Changes in a teacher's certification while on lay-off shall not affect the teacher's status during the lay-off period. Laid off personnel shall not lose benefits accrued during the previous school year.

B. RECALL PROCEDURE

1. The Board shall re-hire teachers in the inverse order in which they were laid off provided that:
 - a. The teacher is certified and qualified to perform the duties of the position to be staffed.
 - b. The obligation of the Board to re-hire a teacher shall terminate thirty-six (36) months following lay-off, or upon the failure of the teacher to report his acceptance of the offered position within fifteen (15) work days from the date of receipt of the notice of recall (unless an extension is granted by the board in writing), whichever shall first occur.
 - c. Notice shall be given to the teacher at the last address furnished by the teacher in writing.
 - d. Notice shall be sent to the teacher by registered or certified mail.
 - e. A laid off bargaining unit member shall, upon application, be granted priority status on the District substitute list for long term substitute pay.

C. SENIORITY

1. There will be one seniority list maintained on a district-wide basis. This list will be circulated at the beginning of the school year to all teachers, including those on layoff or on leave. The list will include years of experience and graduate credit hours, and each teacher will be expected to review his own credentials and make known any error to the superintendent within twenty (20) work days.

2. Seniority is defined as length of continuous service within the district from the date of the teacher's first contract.
 - a. It is agreed by both the board of Education and the Marcellus Education Association that Article XV, Section C, Paragraph 2 of the Master Agreement shall be interpreted to mean that seniority will be accrued only in the years in which a teacher is actively employed by the Marcellus Community Schools.
 - b. Any teacher who takes a leave of absence of one or more full years for whatever reason, shall maintain the seniority she/he gained prior to her/his leave, but shall not accrue seniority during the years of her/his leave of absence.
 - c. A teacher who resigns her/his position with the Marcellus Community Schools shall lose all previously accrued seniority in the event that teacher is rehired by the Marcellus Board of Education.
 - d. The exception to c. above, is when a bargaining unit member takes an administrative assignment within the district. They shall remain listed on the bargaining unit seniority list for one full calendar year after leaving the bargaining unit. After the calendar year expires, their name shall be removed from the bargaining unit seniority list.
 - e. Former bargaining unit members accepting an administrative position within the district prior to January 1, 2006 and currently on the bargaining unit seniority list, shall remain on said list until they terminate their employment with the district. No additional bargaining unit seniority or steps shall accrue for these individuals while they are in administrative positions.
3. In the event two (2) or more teachers have the same length of service within the district, seniority will go first to the teacher who has had the most teaching experience outside the district. Should the length of service both inside and outside the district be the same, then the teacher with the greater number of graduate hours will be granted higher seniority.
4. Those teachers having a fifty (50%) percent or less contract will advance one-half (1/2) a year on the seniority list. Those teachers having more than a fifty (50%) percent contract will advance one (1) year on the seniority list.

ARTICLE XVI – DURATION

- A. This agreement shall become effective September 1, 2010 and shall remain in effect through August 31, 2012, subject to the following provisions:
1. Any article or part thereof may be opened for negotiations at any time when both parties of this contract agree to said reopening.
 2. Any article or portion thereof may be reopened annually at the request of one of the parties of the contract. In the event no agreement is reached, the wording of the portion of the contract being considered shall remain the same as stated herein.
 3. Representatives from both parties shall when practical meet four times each year for the purpose of discussing, interpreting, and evaluating implementation of this contract. They shall also discuss proposed changes or additions which may be perceived to be needed.
 4. The parties agree to negotiate any bargainable item which may arise as a result or legislative or judicial action that was unforeseen by the parties at the time we entered into this agreement.
 5. Compensation is effective through August 31, 2012.

ARTICLE XVII – COMPENSATION & FRINGE BENEFITS

A. SALARIES

1. Teachers shall be paid salaries and wages in accordance with the salary schedule (Schedule A) and other applicable sections of this Article (NOTE: Salary schedule A had been suppressed by 1 step in the academic year of 2009-2010 for all Association members).
2. Teachers shall be paid on a bi-weekly basis unless otherwise agreed between parties.
3. All payroll will be via direct deposit as soon as arrangements are all worked out.

B. INSURANCE BENEFITS

1. For the year of September 1st, 2010 thru August 31, 2011
 - a. The Board shall provide a MESSA-PAK PLAN C insurance plan which includes the following:
 - 1) Health -- Choices II – 5/10
 - (a) Each employee desiring health insurance shall be assured of said insurance for the employee, or the employee and spouse, or the employee and employee's children, or for the employee and employee's spouse and children either through insurance in the name of the employee or in the name of the employee's spouse if the spouse is an employee of this school district.
 - (b) No employee is to have double coverage through local insurance and the spouse's insurance from another employer
 - 2) Dental – This includes Delta Dental Plan “C” with Orthodontic Rider “03” plus the corresponding adult orthodontic rider, including internal and external coordination of benefits (COB), for all bargaining unit members and their eligible dependents as defined by

MESSA/Delta.

- 3) Vision – This includes MESSA Vision Service Plan II for all bargaining unit members and their eligible dependents as defined by MESSA.
 - 4) Life Insurance – This is for \$10,000 AD&D.
- b. The Board shall provide a MESSA-PAK Plan B and other benefits for those not choosing health insurance which includes the following:
- 1) Dental – Delta Dental Plan “C” with Orthodontic Rider “03” plus the corresponding adult orthodontic rider, including internal and external coordination of benefits (COB).
 - 2) Vision – MESSA Vision Service Plan II.
 - 3) Life Insurance - \$10,000 AD&D.
 - 4) The Cost of the MESSA insurance, single subscriber monthly premium for Cass County may be applied on an individual basis to purchase any of the MESSA Variable Options as found on the health enrollment form, Michigan Educators Financial Services (MEFSA) Annuities, or any other annuity agreed upon by the Association and Administration. This amount may also be applied toward the purchase of retirement years from MPSERS. Any amount exceeding the employer subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the group. The cap on this amount will be the same as for health coverage.
 - 5) The Marcellus Board of Education agrees to adopt a written qualified Salary Reduction plan document under IRS Section 125. This plan will allow the employee to take the value of the MESSA insurance, single subscriber premium as a cash option in lieu of health insurance benefits under a qualified Section 125 Salary Reduction Agreement and/or direct their cost toward the purchase of the options or annuities named in paragraph d above.
 - 6) The Section 125 Plan will be subject to review by the Association prior to adoption by the Board. The parties agree to resolve any concerns, if any, raised by the Association prior to implementation.

- c. The employee shall pay 5% of the total premium cost, which shall be payroll deducted proportionally, each pay period for 12 months.
- d. The Board will pay monthly premiums for MESSA-PAK Plans B & C. For the year of 2010 – 2011, the Board will pay no more than 110 percent of the premiums they paid the previous year. Amounts in excess of the Board paid premiums will be payroll deducted.
- e. The Board shall provide MESSA PAK Plans B or C for a full twelve (12) month period. Coverage will commence October 1st and continue through the following September 30th.
- f. Where spouses are teaching in the school district, one may elect full health insurance and the option money available to the other may be used for options for either spouse at the discretion of the couple.

2. For the year of September 1st, 2011 thru August 31, 2012

- a. The Association shall determine the insurance coverage (inclusive of health, vision, dental, life, and/or cash-in-lieu) and shall advise the Board of the coverage(s) selected for each insurance benefit year by July 15th of year benefit year.
- b. The Board shall provide the following amounts toward the costs of insurance benefits
 - 1) \$1250 / month per teacher FTE for defined section 2a premium.
- c. If the monthly premium for teachers is less than the Board's contribution described in section 2b, the Association would have the option to place the monthly savings into a flex account, medical cost escrow account, or any other arrangement that is mutually agreed upon between the Board and the Association and allowable by law..
 - 1) Such contribution will be made each pay period. The Association will be advised monthly of the running balance of any such account.
 - 2) Upon the establishment of an escrow account, the Association shall direct the Board at the end of any insurance benefit year to either deliver to the Association any remaining balance in the escrow account, or retain the escrow balance in order to defray the expenses

of any new costs which may exceed the Board's required contribution described in section 2b above.

- 3) After initial declaration, the Association shall not change or redirect its election, in said contract year without board approval.
- d. If, in any insurance benefit year, monthly insurance premium cost exceeds the Board's contribution, any additional amount needed to cover premium cost shall be withdrawn from the escrow account, if available.

If there are not sufficient funds in the escrow account, or no escrow account has been established to meet the premium payment, the parties agree that the district shall deduct from each teacher's salary the amount needed to cover the deficit, and such deductions shall be administered through payroll deductions.

3. Exceptions

- a. Said insurance allowance shall not be retroactive for employees contracting after September 1st to teach in the Marcellus Community Schools.
 - b. In the event a teacher terminates his/her teaching contract with the effective date before June 1st, insurance benefits shall terminate in the last month of employment.
 - c. A teacher whose contract is terminated by the Board or who is laid-off, shall have all pre-earned fringe benefits paid by the school district on a pro-rata basis.
 - d. In the event a teacher requests and is granted a leave of absence without pay, the employer's liability for said employee's insurance premiums shall terminate during the period of said leave.
 - e. Insurance allowances shall be prorated for employees not employed for a full school day.
4. The Board will continue to pay its portion of premiums for teachers who are absent but under contract to the school except as stipulated in (4) above.
 5. Regularly employed part time employees will be allotted a prorated amount. Teachers entering the system during the year will only be allowed coverage from time of entrance until the following September 30th.

6. The Board and Association agree to re-negotiate the health insurance premium contribution of each association member only in the event that compliance to specific levels set by State or Federal requirements result in additional funding for the District. The method for contribution adjustments will be mutually agreed upon between the Board and the Association.

C. CREDIT FOR TEACHING EXPERIENCE

1. Full credit for years of teaching employment in accredited Michigan public schools (North Central or Department of Education) will be allowed following the receipt of the BA degree. No more than five (5) years employment credit for non-degree teaching employment will be given on the degree schedule hereinafter set forth.
2. Credit for previous teaching experience shall be given to a newly hired teacher to a maximum of five (5) years. The Board may grant up to seven (7) additional years at its discretion.
3. At the Superintendent's discretion experience may be allowed for work experience or training other than college if it is related to the instructional assignment.

D. CREDIT FOR PROFESSIONAL ADVANCEMENT

1. Hours earned September 1, 1989 and after.
 - a. Bargaining unit members will be reimbursed \$50 per credit hour for the first eighteen hours beyond the BA. All hours beyond the BA+18 will be reimbursed at \$75 per credit hour for each course completed. The reimbursement will be processed upon receipt of proof of completion of the course or courses.
 - b. Courses must apply toward another degree or toward maintaining or acquiring certification or be deemed by the Superintendent to be beneficial to the teacher's field, their teaching assignment, or general academic improvement and must have prior approval of the Superintendent.
 - c. The Board's liability for the above reimbursement shall not exceed \$5,000 per year.

2. Hours earned prior to September 1, 1989.
 - a. Teachers with a bachelors degree, provisional certificate and all course work requirements for the next highest Michigan certificate will be paid \$15 per semester hour but not more than \$345 total for every hour beyond those requirements up to a total of twenty (20) hours or master degree whichever comes first, providing the course work applies for an additional degree, or if not, has prior approval of the superintendent. The same applies to teachers with a life certificate and ten (10) hours beyond. The same applies to teachers with a permanent certificate or any equivalent certificate given by the State of Michigan.
 - b. Those that have an MA degree will receive \$10 per hour for every semester hour beyond the MA degree which is deemed by the Superintendent to be beneficial to their teaching assignment.
 - c. Should a Master's degree be obtained, the teacher shall go to the master's schedule.
 - d. Fully certified teachers with a bachelors degree will be paid \$15 per semester hour for every hour earned beyond their requirements for certification until they reach the next vertical column on the salary schedule. Hours earned beyond that column will be paid at the rate of \$15 per semester hour for those with less than a Master's degree until reaching the MA or BA plus 30 hours column.
 - e. Those persons with a Master's degree, or who earn hours beyond the BA+30, will be paid at the rate of \$10 per semester hour.
 - f. All courses must be applied toward an additional degree, or be deemed by the Superintendent to be beneficial to the teacher's field, their teaching assignment, or general academic improvement.
3. Teachers' salaries will be revised upon presentation of proof of hours or degrees earned, but shall not be retroactive, with pay being adjusted at the beginning of the following semester.

E. FURTHER PROFESSIONAL REQUIREMENTS

1. All teachers without a Master's degree or 30 hours beyond a Bachelor's degree shall obtain six (6) semester hours of credit for every five (5) years they teach in the Marcellus Schools to be eligible for the next higher amount of the salary schedule. Said additional hours shall be reimbursed at the herein

before set forth rate if they meet the stated requirements.

2. Experiences, which are educationally beneficial to the teacher and school, may be substituted for the semester hour requirement. In accordance with the State of Michigan standards, the equivalency rate of 3 certified educational units (CEUs) for 1 semester credit hour shall be recognized and accepted by the Board and Administration as a legitimate unit of experience. Said experiences shall not be reimbursable.

F. EXTRA TEACHING

1. Compensation for extra teaching shall be given at the regular pay periods unless otherwise requested by the teacher. A teacher electing and authorized to teach an additional class or assume additional supervision responsibilities during the student school day shall be compensated at the rate of one-seventh (1/7) of his/her regular salary per semester for academic classes and \$1,301 per semester for non-academic duties except for assignments defined as extra duty.

G. EXTRA DUTY

1. Extra duty assignments will be posted annually by May 1st with an application deadline of May 15th.
2. Assignments will be made based strictly on the applicants' seniority.
3. All assignments will rotate on a yearly basis until all interested bargaining unit members have had an opportunity to serve in the rotation.
4. The following will be defined as extra duty assignments.
 - a. Cafeteria, Halls, Detention, Parking Lot, Gymnasium, Saturday School, Noon Supervision, Recess, and Summer School.
 - b. The rate of pay will be \$20.50 per hour.

H. RETIREMENT BENEFITS

Teachers electing to retire after fifteen (15) years of teaching experience in the district, shall have their first year of health insurance fully paid by the Board (i.e., the cost to obtain health insurance through the state retirement system).

1. Any teacher retiring after fifteen (15) years of teaching experience in the district who has more than twenty (20) days of unused accumulated leave days to his/her credit, excluding the teacher leave bank, shall receive \$60 per unused leave day up to 184 days. Any teacher hired prior to June 1, 1999 who does not have fifteen (15) years in the district, may benefit from these accumulated leave days if they have twenty (20) years of teaching experience.
2. Any teacher hired after June 1, 1999 shall receive \$30 per unused leave day up to 100 days.
3. Payments above \$1,000 shall be prorated over the four pay periods immediately following the last day of employment.
4. Any teacher notifying the superintendent of his/her retirement prior to March 1st shall receive an additional \$1,000.

I. REIMBURSEMENT FOR TRAVEL EXPENSES

1. Teachers shall be paid for driving their personal vehicle to staff development conferences and other school related business in the following manner:
 - a. Travel within the district shall be paid at the current year's IRS rate for the actual miles traveled.
 - b. Travel outside the district
 - 1) Concentric circles with 30-mile increments shall be drawn on a map with Marcellus being the center of the circles.
 - 2) Teachers will be paid \$10 for travel within the first circle and an additional \$10 for travel in each additional circle.

J. EXTRA-CURRICULAR

1. The Board of Education will pay for extra-curricular work only when an assignment is made for extra-curricular work. Inclusion of an extra-curricular position on the salary schedule does not obligate the Board to fill this position.
2. Although there is no tenure in extra-curricular positions, the person holding the position the previous year may be granted the assignment at the option of the Board or the Board's designee regardless of qualifications of other applicants. It is agreed that these positions are open each year and that posting is required only if a position is vacant.

3. A person holding a position one year who is not to be re-hired in that vacated position shall be notified prior to posting that position.
4. No non-certified person shall be hired for an extra-curricular position as long as there is a certified staff member who meets the Board's outline of qualifications provided that if he/she has previously occupied an extra-curricular position, he/she has satisfactorily fulfilled his/her obligations in that position.
5. Extra-curricular tasks are not to be done during paid teaching time unless approved by the building principal.

6. Coaching Duties

a.	Basketball & Football	<u>Of the \$30,895 Base</u>
1)	Head Coaches	6%
2)	Assistant Varsity	5%
3)	Junior Varsity	4.5%
4)	9 th	4%
5)	8 th	3.5%
6)	7 th	3.5%
b.	Baseball, Track, Volleyball, Softball, Golf, Soccer & Cross Country, Wrestling	
1)	Head Coaches	5%
2)	Junior Varsity	3.5%
3)	9 th	3%
4)	8 th	2.5%
5)	7 th	2.5%

7. Other Positions

		<u>Of the \$30,895 Base</u>
a.	Band Director	12.5%
b.	Yearbook Advisor*	2.5%
c.	Student Council	3.2%
d.	National Honor Society	3.2%

*If the middle school yearbook is part of the curriculum or becomes part of the curriculum, then it is no longer part of this schedule and ceases to be an extra paid position.

8. Middle and high school teachers are required to attend the evening academic awards ceremony. Elementary teachers will attend at least one (1) approved evening activity. Compensatory time of one and one half (1-1/2) hours will be used per Article VI, Section E, Paragraph 3.

K. MISCELLANEOUS PAYROLL DEDUCTIONS

1. Upon written authorization from the employee, the Board shall deduct from the salary of any employee and make prompt remittance for insurance, 403B contributions and direct deposit.
2. Employees may use the approved Qualified 403B plan for deductions. Other plans or programs may be instituted if jointly approved by the Association and the Board.
3. Authorization shall be made within thirty (30) days after the beginning of the school year (or contract ratification, whichever comes later) and may only be changed within thirty (30) days after the beginning of each semester. Changes in deductions shall also be allowed whenever there is a change in the teacher's family status.
4. All payments to employees will be made thru direct deposit. They may also select multiple accounts for these payroll deductions.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____day of May, 2011.

MARCELLUS EDUCATION
ASSOCIATION

BOARD OF EDUCATION
MARCELLUS COMMUNITY SCHOOLS

President

President

Vice President

Secretary

Schedule A -- Pay Scale					
Step	BA	BA+18	BA+30	MA	MA+15
1	\$ 33,395	\$ 33,863	\$ 35,968	\$ 35,968	\$ 36,735
2	\$ 33,905	\$ 34,392	\$ 36,467	\$ 36,467	\$ 37,226
3	\$ 35,394	\$ 35,914	\$ 38,024	\$ 38,024	\$ 38,797
4	\$ 36,887	\$ 37,439	\$ 39,577	\$ 39,577	\$ 40,371
5	\$ 38,376	\$ 38,961	\$ 41,134	\$ 41,134	\$ 41,943
6	\$ 40,396	\$ 41,021	\$ 43,255	\$ 43,255	\$ 44,070
7	\$ 41,907	\$ 42,565	\$ 44,832	\$ 44,832	\$ 45,666
8	\$ 43,419	\$ 44,107	\$ 46,408	\$ 46,408	\$ 47,263
9	\$ 44,930	\$ 45,651	\$ 47,983	\$ 47,983	\$ 48,860
10	\$ 46,441	\$ 47,197	\$ 49,561	\$ 49,561	\$ 50,457
11	\$ 48,535	\$ 49,333	\$ 51,760	\$ 51,760	\$ 52,663
12	\$ 49,864	\$ 50,895	\$ 53,354	\$ 53,354	\$ 54,258
13	\$ 51,527	\$ 53,278	\$ 54,955	\$ 54,955	\$ 55,897
14	\$ 51,527	\$ 53,278	\$ 56,547	\$ 56,547	\$ 57,515
15	\$ 51,527	\$ 53,278	\$ 58,960	\$ 58,960	\$ 59,928
16	\$ 51,527	\$ 53,278	\$ 58,960	\$ 58,960	\$ 59,928
17	\$ 51,527	\$ 53,278	\$ 58,960	\$ 58,960	\$ 59,928
18	\$ 51,527	\$ 53,278	\$ 58,960	\$ 58,960	\$ 59,928
19	\$ 51,527	\$ 53,278	\$ 58,960	\$ 58,960	\$ 59,928
20	\$ 52,527	\$ 54,278	\$ 60,460	\$ 60,460	\$ 61,428
21	\$ 52,527	\$ 54,278	\$ 60,460	\$ 60,460	\$ 61,428
22	\$ 52,527	\$ 54,278	\$ 60,460	\$ 60,460	\$ 61,428
23	\$ 52,527	\$ 54,278	\$ 60,460	\$ 60,460	\$ 61,428
24	\$ 52,527	\$ 54,278	\$ 60,460	\$ 60,460	\$ 61,428
25	\$ 53,527	\$ 55,278	\$ 61,960	\$ 61,960	\$ 62,928
26	\$ 53,527	\$ 55,278	\$ 61,960	\$ 61,960	\$ 62,928
27	\$ 53,527	\$ 55,278	\$ 61,960	\$ 61,960	\$ 62,928
28	\$ 53,527	\$ 55,278	\$ 61,960	\$ 61,960	\$ 62,928
29	\$ 53,527	\$ 55,278	\$ 61,960	\$ 61,960	\$ 62,928
30+	\$ 53,527	\$ 55,278	\$ 61,960	\$ 61,960	\$ 62,928

**Schedule B – School Calendar
2010 - 2011**

Aug 31 - Sept. 2	PD - All Staff - no school for students		
Sept. 2	Open House:	ES,	4:30-6:00
Sept.3-6	Labor day weekend - no school		
Sept. 7	First student day - full day		
Sept. 8	Open House	VS	4:30-6:00
Sept. 8	Open House	HS, MS	4:30-6:00
Oct. 4	Distribute Progress Reports		
Oct. 6	Parent-teacher conferences - All	HS,MS,VS	5:00-8:00
Nov. 5	EOM		
Nov. 10	Parent-teacher conferences - ES		5:00-8:00
Nov. 11	Parent-teacher conferences - ES		5:00-8:00
Nov. 12	PD – Full day	ALL	
Nov 25-26	Thanksgiving - no school		
Dec 20 - 31	Christmas Break - no school		
Jan 26, 27, 28	High School exams		
Jan. 28	EOM - 1/2 day students / Records ½ day		
Feb. 18	PD – ½ Day	ALL	
Feb 21	Comp Day		
Feb. 23	Parent-teacher conferences - All	HS,MS,VS	4:30-7:30
Feb. 23	Distribute Progress Reports		
Mar. 1-3	MME Testing		
April 1	EOM		
April 4-8	Spring Break - no school		
May 9	Distribute Progress Reports		
May 25	Seniors Last Day		
May 30	Memorial Day		
June 1-3	Exams		
June 5	Graduation		
June 3	Last day 1/2 day Student / Checkout		

Student Time (Half)
 ES - 7:42 -3:07(11:07)
 MS - 7:50 -2:59(10:59)
 HS - 7:50 -3:06(11:06)
 VS - 7:55 -2:50(10:50)

School Calendar 2011 - 2012

Aug 30 - Sept. 1	PD - All Staff - no school for students		
Sept. 1	Open House:	ES,	4:30-6:00
Sept.2 - 5	Labor day weekend - no school		
Sept. 6	First student day - full day		
Sept. 7	Open House	VS	4:30-6:00
Sept. 7	Open House	HS, MS	4:30-6:00
Oct. 3	Distribute Progress Reports		
Oct. 5	Parent-teacher conferences - All	HS,MS,VS	5:00-8:00
Nov. 4	EOM		
Nov. 9	Parent-teacher conferences - ES		5:00-8:00
Nov. 10	Parent-teacher conferences - ES		5:00-8:00
Nov. 11	PD – Full day	ALL	
Nov 23 - 25	Thanksgiving - no school		
Dec 26 – Jan 6	Christmas Break - no school		
Jan 25, 26, 27	High School exams		
Jan. 27	EOM - 1/2 day students / Records ½ day		
Feb. 17	PD – ½ day	ALL	
Feb 20	Comp Day		
Feb. 22	Parent-teacher conferences - All	HS,MS,VS	4:30-7:30
Feb. 22	Distribute Progress Reports		
Mar. 6 - 8	MME Testing		
Mar. 30	EOM		
April 2 - 6	Spring Break - no school		
May 7	Distribute Progress Reports		
May 23	Seniors Last Day		
May 28	Memorial Day		
May 30 – Jun 1	Exams		
June 1	Last day 1/2 day Student / Checkout		
June 3	Graduation		

Student Time (Half)

ES - 7:42 -3:07(11:07)
 MS - 7:50 -2:59(10:59)
 HS - 7:50 -3:06(11:06)
 VS - 7:55 -2:50(10:50)

APPENDIX A

**MARCELLUS COMMUNITY SCHOOLS
Grievance Report Form**

Name of Grievant _____ Date filed with Supt. _____

Association assigned grievance number # _____ Date cause of grievance occurred _____

Specific statement of grievance with synopsis of facts:

Section of Master Agreement alleged to have been violated:

Relief sought:

Date: _____ Signature of Grievant _____

Position of Association on this grievance:

Signed _____ Title _____ Date _____

Principal's answer to grievance:

Signed: _____ Date: _____

Superintendent's answer to grievance:

Signed: _____ Date: _____

Copy sent to each member of the Board of Education on (date): _____

Copy filed on: _____

Attach any Association rebuttals written to the Principal or Superintendent

Appendix B – Letter of Agreement

LETTER OF AGREEMENT

This Letter of Agreement is entered into between the Marcellus Community Schools Board of Education and the Marcellus Education Association (MEA), and is effective through the expiration date of the most current Master agreement. The purpose of this Letter of Agreement is to establish a committee to develop portions of a prototype evaluation tool and procedure needed to comply with section 1249 of the Michigan Revised School Code (MRSC 1249). The committee will also make recommendations for compliance with MRSC 1250.

The Board and the Association hereby authorize the creation of the committee, which will be composed of up to four Tenured Teachers and a combination of up to four administrators and/or Board members. The committee will use a consensus approach in the creation of the evaluation tool and recommendations for implementation of a merit pay compensation system. The committee may consult additional resource people as needed throughout the development process.

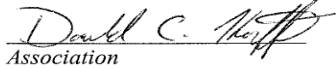
The committee will hold its first meeting within 30 days of the most recently ratified Master Agreement in order to begin the process. A final recommendation will be submitted to the Board and MEA not later than six months after first committee meeting. It is understood and agreed that the committee will have no authority to reach a tentative agreement on behalf of the Board or MEA. The final recommendation must have the approval of the Board and be ratified by the MEA before implementation. The Parties agree that the Board shall have the right to evaluate teachers in a manner that satisfies the most currently negotiated Master Agreement until that new system is adopted and implemented. The Parties also agree that the current compensation method includes job performance and job accomplishments as determined by rigorous, transparent, and fair performance evaluation system which takes into account student growth as required by MRSC 1249. These are used as significant factors in determining compensation and additional compensation. Any future compensation system agreed upon shall do so as well.

If the Board and MEA reach an impasse on development of an evaluation process and/or a merit pay compensation system, both parties retain their rights under the Public Employment Relations Act (PERA), if any, and may determine within their sole discretion to exercise those rights. Participants on the joint committee will not receive additional compensation from the District for their participation in this effort.

This Letter of Agreement expires upon completion of a ratified prototype evaluation tool and procedures needed to comply with section 1249 and/or section 1250 of the Michigan Revised School Code (MRSC 1249 and MRSC 1250), or at the end of the contract date, which ever comes first, unless extended in writing by both the Board and MEA. It is agreed that this Letter of Understanding does not establish a precedent, and shall not be used to support any claim of a binding past practice.


Board

Date: 10-13-10


Association

Date: 10-13-10

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Marcellus Community Schools

**MARCELLUS EDUCATION ASSOCIATION:
MASTER AGREEMENT
2010-2012**

As Drafted by:
*Marcellus Board of Education
Superintendent Ron Herron
Marcellus Education Association*