

AGREEMENT

Between

**MARSHALL PUBLIC SCHOOLS
BOARD OF EDUCATION**

And

**MARSHALL TEACHERS
ASSOCIATION, MEA/NEA**

2015-2018

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AGREEMENT

THIS AGREEMENT made and entered into by and between the BOARD OF EDUCATION of the MARSHALL PUBLIC SCHOOLS hereinafter referred to as the "Board," and the MARSHALL TEACHERS' ASSOCIATION, MEA/NEA, hereinafter referred to as the "Association."

Further, it is specifically agreed that where rights and benefits within the contract are specified as accruing to the "Association" the word "Association" shall be interpreted to mean only those employees of Marshall Public Schools, and any rights or benefits granted in this contract shall not accrue to other members of SCEA.

ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the basis for wages, hours and other conditions of employment which shall prevail for the duration of this Agreement except as hereinafter specified. The Board and the Association recognize and declare that providing a quality education for the children in the Marshall Public Schools is their mutual aim and intent, and that the character of such education depends in large measure upon the quality and morale of the teaching service and upon the Board's ability to acquire and retain a qualified staff. The Board and the Association, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II - RECOGNITION

Section 1: The Board of Education recognizes the Association as the sole and exclusive certified collective bargaining representative for all full time and regularly employed part time teachers K-12, certified teachers, guidance counselors, librarians, social workers, elementary special service teachers, and department chairpersons, employed by the Board excluding: summer school teachers, adult education teachers, substitute teachers, supervisory or executive personnel such as but not necessarily limited to: the Superintendent, Assistant Superintendent, Directors, Principals, Assistant Principals, and all classified personnel.

When used in this Agreement, the term "Non-Certified Professional Staff shall mean those bargaining unit members who are not eligible

for tenure status in accordance with the provisions of the Michigan Teachers Tenure Act and whose positions do not required teacher certification.

- (a) For those teachers who sign and deliver to the school administration appropriate authorization, the Board will deduct the Association dues, as permissible by law from their first two pay checks of each month from October to May and shall remit the same to the Treasurer of the Association within five (5) days after such deductions.
- (b) For those teachers who sign and deliver to the school administration appropriate authorizations, the Board will deduct the amount indicated from each paycheck and remit the same to the approved banking institution within the next five (5) days after each deduction.

Section 2: It is agreed by the Board and the Association that neither shall discriminate against any teacher because of race, color, marital status, creed, gender or nationality; nor shall they discriminate against any teacher because of his/her exercising rights reserved to him/her under State or Federal Law.

Section 3: It is agreed that, except as specifically provided herein, teachers shall not engage in Association activities during the school day.

ARTICLE III – AGENCY SHOP

* The following contractual provisions will be enforceable as permissible by law.

Section 1: It is recognized that because of religious conviction, or otherwise, some teachers object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements.

Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay to the Association a representation benefit fee in an amount not to

exceed the professional dues of the Association. Any non-member who makes objection pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures," and the Objections to Political-Ideological Expenditures Administrative Procedures" (hereinafter referred to as the Association's policy and procedures) shall be required to pay a reduced representation benefit fee to the full extent permitted by state and federal law. The objecting non-member's exclusive remedy shall be through the Association's policy and procedures together with appropriate state or federal agencies or courts. The non-member may authorize payroll deduction for such fees in the same manner as provided for professional dues. The Association shall provide to all non-members copies of the Association's policy and procedures.

- (a) If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Association, upon written notification by the Association the employer shall deduct that amount from the bargaining unit member's wages as authorized under MCLA 408.477 and remit same to the Association.
- (b) The above provision does not pertain to those employees under contract or presently employed who are not presently members. All present employees who are members as of June 30, 1969 or hired after June 30, 1969, shall be subject to the above.
- (c) In the event of legal action against the employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action at its own expense and through its own counsel, provided:
 - 1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - 2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.
- (d) Nothing in this Article shall be interpreted or applied to require employee contributions to political action or similar funds of the Association or its affiliates.

The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reasons of complying with this provision, except where any said loss is caused by the school district's negligent conduct.

ARTICLE IV - BOARD'S RIGHTS AND PROHIBITED TOPICS OF BARGAINING

Section 1: Marshall Public Schools Board and Association recognize that under Michigan law certain subjects are prohibited subjects of bargaining due to the enactment of legislation and are within the sole authority of school districts to decide, consistent with state law. The Board and Association understand that this has resulted in prohibited subjects of bargaining for bargaining unit members whose employment is regulated by the Michigan Teachers Tenure Act and mandatory subjects of bargaining for bargaining unit members whose employment language in this agreement, which is *italicized*, constitutes prohibited subjects of bargaining for bargaining unit members whose employment is regulated by the Michigan Teachers Tenure Act and, therefore, does not apply to those bargaining unit members and is not enforceable with respect to those bargaining unit members. Instead, the italicized language only applies to Non Certified Professional Staff whose employment is not regulated by the Michigan Teachers Tenure Act.

Section 2: Reserved exclusively to the Board are all responsibilities, powers, rights and authority vested in it by the laws and Constitution of the State of Michigan, of the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

It is agreed that the Board retains the right among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions, which are not inconsistent with the provisions of this Agreement or violation of the law. The Board agrees, however, that prior to the effective date of any such rules or personnel policies established by it related to wages, hours and working conditions of teachers, it shall give the Association president reasonable written notice of any proposed rule or policy. Such notification shall be given to afford the Association the opportunity to consult with the Board as to the same before its effective date.

ARTICLE V - TEACHERS' RIGHTS

Section 1: No polygraph or lie detector device shall be used in any investigation of any teacher unless with written consent of said teacher.

Section 2: Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

- (a) A teacher shall, before seeking the advice mentioned above, exhaust all means available through his/her Association and/or insurance coverage for such matters.
- (b) The Board's obligation shall cease after counsel has advised in writing the teacher of his/her rights and obligation.

Section 3: The Board shall furnish insurance protection for teacher liability and corporal punishment liability for all teachers in an amount not less than twenty-five thousand (\$25,000) dollars physical property, one hundred thousand (\$100,000) dollars bodily injury per individual and three hundred thousand (\$300,000) dollars per accident. Said insurance protection shall be available only after the individual teacher has utilized that protection available under "Teachers' Liability Insurance" provided by the Michigan Education Association, if available.

Section 4: The time lost by a teacher in connection with necessary counseling or contacts with the Michigan Education Association mentioned in Sections 3 and 4 of this Article shall not be charged against the teacher.

- (a) Any teacher who is absent because of an injury suffered from a physical assault as a result of employment-related activity shall receive from the Board the difference between the teacher's weekly income and the amount to which the teacher is entitled under

provisions of Worker's Compensation laws for a period up to ten (10) weeks. Beyond ten (10) weeks such payments would be charged against compensable leave on a pro-rata basis computed on the relationship of the differential pay to the teacher's regular pay until the compensable leave is exhausted.

- (b) Any teacher who is absent because of an injury compensable under the Michigan Worker's Compensation Law, except as provided for in Section 5(a) of this Article, shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and the teacher's regular salary for a period up to four (4) weeks. Beyond four (4) weeks such payments would be charged against compensable leave on a pro-rata basis computed on the relationship of the differential pay to the teacher's regular weekly pay until the compensable leave is exhausted.

Section 5: Each teacher shall have the right, upon request, to review all the contents of his/her own personnel file. An Association representative or an Association officer may be requested to accompany the teacher in such review.

Section 6: A teacher may be released at the discretion of the administration from regular duties without loss of salary for the purpose of participating in professional meetings. If such meetings are beneficial to the attending teacher's professional growth, as determined by the building principal, the principal may approve payment for expenses incurred, including substitutes.

Section 7: A teacher, at his/her own request, shall be entitled to have present an Association representative or an Association officer when any reprimand or discipline, or mandatory improvement program is being exercised. When a request for such representation is made, no action shall be taken with respect to that teacher until such Association representative is available within a reasonable time not to exceed one (1) calendar week. *No non-certified professional employee shall be discharged, disciplined or demoted without just cause. Except in situations involving unprofessional conduct or misconduct, prior to the Board's consideration of non-renewal or discharge, the teacher shall be evaluated in accordance with this Article, shortcomings or deficiencies pointed out and suggestions for improvement given and subsequently re-evaluated.* The action of the Board shall not be arbitrary or unreasonable.

Section 8: A complaint by a parent regarding a teacher shall be called to the teacher's attention. *However, no disciplinary action shall be taken against a teacher unless such complaint has been brought to the teacher's attention in writing within a period of ten (10) days after receipt of the complaint.*

- (a) Unless the administration deems it not appropriate after consultation with the teacher, a parent with a complaint or concern regarding that teacher should abide by the following procedure.
1. Parent should first contact the teacher to ask for clarification or to express concern.
 2. After Step 1 has been followed, should the parent feel that his/her concern or complaint has not been resolved, he/she should then bring the concern to the teacher's building principal.
 3. After Step 2 has been followed, should the parent feel that his/her concern or complaint has not been resolved, he/she should bring the concern to the Superintendent of Schools.

Section 9: The provisions of this Agreement and the wages, hours, and conditions of employment shall be applied without regard to race, creed, color, national origin, age, handicap, gender, marital status, or membership in or association with any organization.

Teacher rights include the right to a personal and private life provided that said personal or private life does not have a negative impact on the teacher's effectiveness or an adverse impact on the Marshall School District.

Section 10: *All teachers shall be given notifications of assurance of employment within their certified and/or highly qualified area for the forthcoming year no later than June 1. In the event that changes in assignments become necessary at a later date, teachers affected will be notified and have the opportunity to discuss the matter. In no event will changes in teacher assignments be made later than seven (7) calendar days prior to the teacher's first report day, unless an absolute emergency requires it.*

- (a) *Teachers should not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study or to positions for which they do not have the proper qualifications as specified in Article XX, Section 2(c).*

Section 11: Each teacher will have an ID card that will allow admittance to all school athletic events. This ID card will be good for admission for the assigned teacher and a guest.

Section 12: *Assignment of teachers to school positions and their transfer shall rest solely in and shall be the responsibility of the Superintendent of Schools. The Superintendent or his/her designee shall notify teachers who are being involuntarily transferred at the earliest possible date verbally and in writing. Any teacher who is notified of an involuntary transfer less than seven (7) calendar days prior to the first day of scheduled classes in the fall, or during the course of the school year, will be granted at least two (2) days and up to five (5) days of preparation time upon request to the Superintendent (a substitute will be provided during the requested preparation time).*

The Board agrees to help the teacher who is transferred find and enroll in suitable retraining workshops and/or classes. The workshops and/or classes shall be selected by mutual consent of the administration and the teacher. The Board will reimburse the teacher for tuition, books, and supplies for retraining.

Professional teaching vacancies not caused as a result of layoffs shall be posted at least twelve (12) calendar days prior to being permanently filled by the Superintendent.

Section 13: Standardized test results of student academic progress shall not be used as the sole criteria in evaluating the quality of a teacher's service or fitness for retention.

Section 14: When complying with the provisions of ESEA, it is understood that the Employer shall take no action that has an adverse impact on any bargaining unit member(s) without first advising the Association. *Should the Board advise the Association of an adverse action, the Association may immediately announce its desire to open negotiations to bargain over the impact of the adverse action.*

ARTICLE VI - ASSOCIATION'S RIGHTS

Section 1: The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all public information and such additional information that is available and necessary for the Association to conduct collective bargaining or to process grievances.

Section 2: The Superintendent shall advise a person designated by the Association that is an employee of Marshall Public Schools by letter of any existing vacancy and shall provide an opportunity for teachers to express their desires for changes in assignment.

Section 3: The Association shall have the right to use school building facilities for meetings provided: (1) such meetings are held at hours other than school day hours, (2) advance permission for such usage has been given by the Administration.

- (a) The Association shall have the right to use Board typewriters, instructional computers, calculating machines, duplicating equipment, audio visual and amplifying 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 incident to such use. Other school equipment may be used upon the approval of the Superintendent. The Association agrees to pay for any damage or cost of repair arising out of Association use.
- (b) Bulletin boards shall be made available for the use of the Association in the teachers' lounges only.
- (c) The Association may distribute all written material by placing such material in the teachers' mailboxes, which shall be made available for such distribution.
- (d) All material, either posted or distributed, shall relate to the official business of the Association.

Section 4: Within twenty (20) days after ratification the MEA will prepare and deliver to the Board a master copy of the new Agreement. Within ten (10) working days thereafter the Board will provide electronic copies of the Agreement for all teachers employed or hereinafter employed. Hard copies will be made available upon request from the business office.

Section 5: At the beginning of each school year the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association.

The Board shall pay the cost of the substitute teacher for the equivalent of five (5) days, if a substitute is required.

Section 6: The Board agrees to release a teacher without loss of salary who is elected to a State or National office to attend all regularly scheduled meetings providing the office is unpaid and not a full-time position, and providing the Association pays for the cost of the substitute.

Section 7: 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.

Section 8: Within two (2) weeks of hire, the Board shall notify the Association of new bargaining unit members to include:

- a. Member Name
- b. Member Address
- c. Member personal e-mail address
- d. Member phone number
- e. Position(s) and Building(s) to which assigned

ARTICLE VII - TEACHING CONDITIONS

Section 1: The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of both the Association and the Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the

school day shall be directed at ensuring that the energies of the teacher are primarily utilized to this end.

Section 2: The administration shall continue to support and assist teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to the principal and the teacher that a particular pupil requires special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration will take reasonable steps with respect to such pupil.

The procedure for developing classroom rules and having them accepted shall be established by the teachers and the building principal.

Section 3: Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be lowered wherever possible and/or practical. The recommended class sizes are as follows:

Elementary

Readiness Kindergarten	18 pupils
Kindergarten	23 pupils
1st Grade	24 pupils
Elementary School (Grades 2-4)	25 pupils

Middle School

Grades 5-6	25 pupils
Grades 7-8	26 pupils
Unified Arts	24 pupils
Physical Education	40 pupils
Band & Music	will vary

High School

General Classes	26 pupils
Seminar	25 pupils
Physical Education	38 pupils
Band and Music	will vary

Alternative High School

All classes	22 students present
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- (a) Where a class exceeds the recommended levels, the Board agrees to so advise the teacher involved and explain the reasons for such deviation and take corrective action where possible. When the master schedule is developed in the spring for the following school year, efforts will be made to keep seminar classes at twenty-five (25) or below.

- (b) At the elementary school, excluding Readiness Kindergarten, an overload will occur when there are three students over the recommended class size in any one class; an overload for Readiness Kindergarten will occur with a class of 19, one student over the recommended class size. At the middle school and for high school seminar, an overload will occur when there are three students over the recommended class size in any one class. At the high school an overload will occur when teachers are assigned to general classes with more than 140 students per day, excluding seminar (based on five (5) class periods per day). High school teachers assigned students (excluding physical education, band and music) that exceed the daily class average by five (5) or more in one general class shall be paid an overload from the recommended class size for that class. Section 21F online learning is not subject to overload eligibility. Additional overload payments shall then be calculated from the remaining classes not already compensated for. When the overload occurs at the elementary school, middle school and high school seminar, it will be paid from the recommended class size. When the overload occurs at the high school, it will be paid from the maximum daily limit; daily limits shall be pro-rated for less than full-time teachers. Overloads will only occur from count day forward in September, and two weeks following the start of second semester (high school), but will be paid retroactively to the first day of classes for students.

- (c) At the alternative high school, an overload will occur when the average class size exceeds two (2) over the recommended class size number of twenty-two (22); or when a single class is five (5) over the recommended class size number of twenty-two (22). Overloads will be paid on a daily basis, based on the number of students actually present in class each day.

- (d) When an overload occurs, the outlined steps below will be followed:

1. Conference between the teacher(s) and principal during which the teacher(s) shall have an opportunity to sign a waiver of the overload at the teacher(s)' option.
2. In lieu of the above, the following choices of remedies will be granted based upon the recommendation of the principal and teacher(s):
 - a. Hire additional teacher(s) sufficient to bring class sizes within the above-stated maximums.
 - b. Hire instructional aides (full-time aide in elementary grades, each period in secondary).
 - c. Pay an oversize class premium as follows: BA base divided by the number of students in the maximum category, divided by number of teacher contract days. The above figure would be divided by the number of class periods per day. Payment to be made once each semester.

Example. Recommended class size number is twenty-six (26). Teacher averages twenty-three (23) students. Block five (5) has thirty-one (31) students. Teacher is paid an overload for all five (5) students over his/her recommended enrollment.

Requests for overload compensation, along with documentation of the number of days overload existed, must be provided to the building principal within one (1) week of the end of the semester or no compensation will be given.

- d. The Board agrees to provide the MTA within ten (10) work days, or fourteen (14) calendar days if in the summer, a copy of any application for a waiver from special education rules when such waiver request is to be made by the Marshall Public Schools.
- e. Other mutually agreed solutions.

Section 4: In the high school, department chairpersons may be selected for the following curriculum areas: Language Arts, Foreign Language, Fine Arts (Music and Art), Mathematics, Science, Social Studies, Practical Arts (Industrial arts, Agriculture, Life Management), Business, Physical Education and Guidance.

Department chairperson and middle school faculty council members shall be advisory in position but shall receive \$250 and \$200 respectively per year. Department chairpersons shall receive an additional \$50 per teacher in the department under their direction for time spent in the exercise of his/her duties and responsibilities.

Section 5: Teachers shall not be assigned, with or without extra compensation, to noon hour supervision, selling tickets at athletic events, chaperoning or driving buses, or pre-school and after-school bus supervision, or pre-school and after-school playground supervision except for student dismissal the last day of school, provided that nothing in this Agreement shall prevent teachers from voluntarily performing such tasks at compensation satisfactory to them.

Section 6: The instructional day at Marshall High School will be scheduled according to a six (6) period day. Full time teachers will be provided a duty free lunch as well as one (1) planning period each day. On average high school teachers shall receive 55.2 minutes per day or two hundred seventy-six (276) minutes per week. In conjunction with the six (6) period day, one (1) period of seminar will be provided to high school students on Tuesdays and Thursdays. All classroom teachers assigned full time at the high school will be assigned a seminar. Seminar is considered a period of instruction. Part-time teachers' work day shall be determined by the high school principal.

Section 7: The recommended normal weekly teaching load for a full time teacher to guide the administration in establishing such load will be thirty (30) teaching periods, and five (5) planning periods in the Middle School.

Section 8: The recommended normal weekly teaching load to guide the administration in establishing such load at the alternative school will be twenty (20) teaching periods weekly consisting of three (3) eighty-five (85) minute classes, and one (1) fifty (50) minute class each school day.

Included in the alternative school week for full time teachers will be a thirty (30) minute duty free lunch period. Planning will average at least fifty (50) minutes daily.

Section 9: In the event that K-12 buses cannot run due to weather conditions, no students will be required to report. Further, when conditions make it necessary to close schools, teachers shall not be expected to report.

Section 10: At the time of employment, the Board agrees to inform all teachers who will instruct in sections participating in extra activities, such as camp and music programs, of their extra duties and responsibilities.

Section 11: Teachers will continue to develop written lesson plans and have them available daily for review by the principal.

Section 12: With the exception of asterisk duties, any assignments in addition to the normal teaching schedule, including adult education courses, summer programs, and extra duties enumerated in Schedule B shall not be obligatory but shall be with the consent of the teacher.

Section 13: Mentor Teachers

- (a) A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the Code. Mentor teachers shall be members of the bargaining unit unless no qualified bargaining unit member is available, in which case the Board may utilize nonbargaining unit members as mentor teachers.
- (b) Each bargaining unit member in his/her first three (3) years in a classroom assignment in the public schools shall be assigned a mentor teacher by the association with the approval of the Superintendent or his designee. The mentor teacher shall be available to provide professional support, instruction, and guidance to the mentee. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a collegial fashion.
- (c) A mentor teacher shall be assigned in accordance with the following:
 - 1. Participation as a mentor teacher shall be voluntary.

2. The Board shall immediately notify the association when a mentor teacher is matched with a bargaining unit member (mentee). The assignment of the mentor teacher shall be finalized by the administration within ten (10) work days of the first work day of the mentee.
 3. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification.
 4. A mentee shall be assigned to only one (1) mentor teacher at a time.
 5. The mentor teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years.
- (d) Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the goal of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not in any fashion be a matter included in the evaluation of the mentor teacher or mentee.
- (e) Upon request, the administration may make available reasonable release time so the mentor teacher may work with the mentee in his/her assignment during the regular work day. Where possible the mentor teacher and mentee shall be assigned common preparation time.
- (f) Mentee shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching.

ARTICLE VIII - LEAST RESTRICTIVE ENVIRONMENT

Section 1: The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual student with disabilities may participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Team (IEPT).

It is further acknowledged and recognized that the general education classroom teachers and the appropriate special education teachers are jointly responsible for implementation of the IEP and for attending to the educational needs of special education students assigned to them. The Board agrees to give special attention to reducing class size where such students are placed in regular classrooms. The teachers agree to cooperate in the delivery of special education and related services.

Section 2: Prior to actual placement of a special education student within the general education classroom, or as soon as possible thereafter, the general education teacher(s) receiving the student shall confer directly with the appropriate special education staff (i.e. teacher, teacher consultant, therapist, etc.) concerning the student and the plan for integration into the classroom.

Section 3: If any teacher has a reasonable basis to believe that the current IEP of a student with disabilities is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion in writing.

Section 4: If delivery of related school health services is necessary to provide a student with a free appropriate public education as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a properly trained individual.

Section 5: If the student's disability requires the teacher to receive training to provide for the student's unique needs, this training will be offered to the teacher prior to placement of the student in the regular education classroom or within thirty (30) working days. Further, in situations where the teacher is assigned to a new/incoming student, there shall be a pre-conference meeting between the teacher, the Director of Instruction, and building principal immediately prior to the placement of the student.

Section 6: Any teacher who will be providing instructional or other services to a student with disabilities will be invited to participate in the student's IEPT. The Board shall provide release time in the event the district directs or authorizes a teacher to attend an IEPT, which is scheduled during a time the teacher is assigned to teach a class.

Section 7: If a teacher will be providing instructional or other services to an LRE student, the teacher will be advised of steps to be taken in the event an emergency arises related to the student's medical condition. A

teacher will not be required to provide services normally provided by trained medical personnel to LRE students on a regular basis.

Section 8: On a case-by-case basis, the Superintendent will determine what training and other support should be provided to a teacher who will be providing instructional or other services to an LRE student.

Section 9: When a general education classroom teacher is assigned an LRE student, 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 function nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition.

ARTICLE IX - COMPENSATION

Employees shall enroll and be paid via Direct Deposit through their personal checking or savings account. Employees who do not have a checking or savings account, or wish to not utilize their personal account, shall be issued a Pay Card in their name through the District's institution of choice.

Section 1: The salaries of teachers covered by this Agreement shall be in accordance with the yearly salary schedule as outlined in Appendix A. For the 2015-16 school year: 0% on schedule increase; a one half percent (.5%) to be paid the second pay period in June 2016. Lane change advancements and longevity steps/payment will occur.

2016-17 reopener for salary and benefits
2017-18 reopener for salary and benefits

Section 2: The salary schedule is based upon a normal weekly teaching load during normal teaching hours. Compensation for additional teaching hours during the regular school day, teaching academic subject, shall be determined by dividing the teacher's annual base salary by six (6) for a full school year's teaching. For teaching less than a school year, compensation shall be pro-rated by dividing the teacher's annual base salary by the number of teacher attendance days as specified in Appendix B.

Section 3: Contracted part-time teachers' salaries shall be determined by the fractional portion of a full time teachers work day. If a part-time teacher is required in writing by the building administrator to attend professional development activities lasting longer than the normal work

day, the teacher will be compensated for the additional time at the teacher's proportional per diem rate. This compensation is applicable only for professional development assigned by administration above and beyond the part-time teacher's proportional work day. It is not for parent conferences, staff meetings, or any other usual and customary teaching activities. Additionally, if a part-time teacher requests to attend professional development outside of the district, such as a conference, the part-time teacher must attend the professional development in its entirety and no compensation for extra time will be provided. All part-time teachers' salaries shall be advanced one full step on the salary schedule for each calendar year taught. Effective July 1, 1984, any part-time teacher accepting a full-time position will be placed on the salary schedule according to the actual years' experience. All part-time teachers shall be eligible for fringe benefits on a pro-rated basis. Should the part-time teacher choose not to pay the remainder of the benefit cost on a given benefit, then the pro-rated amounts of cash in lieu may be used to pay in full any or some of the available fringe benefits.

Section 4: Teachers hired into the district may be allowed eighteen (18) semester credits for outside experience on the salary schedule. Such credit may include teaching experience in other school systems, military service and Peace Corps service. Credit for military service and Peace Corps service may not exceed two (2) years.

Section 5: When a teacher with a Bachelor's degree earns a Master's degree, notification must be provided to the business office no later than August 21.

Section 6: Teachers under contract who attend graduate classes or required classes (special education teachers seeking certification, approved by the superintendent), and successfully complete the class, and meet the conditions specified below shall be eligible to be reimbursed the cost of tuition (paid by the teacher) up to six (6) hours of graduate credit per year for those teachers in their first MA program; and six (6) credit hours every five (5) years for those seeking renewal of their teaching credentials, those under continuing certification or permanent certification. Reimbursement will be made at a rate of 75 percent of the cost of the class tuition. The cost of the class tuition will not exceed the average tuition calculated using these five universities: MSU, Spring Arbor, Western, Grand Valley, and Central. The tuition average will be calculated annually based on the fall semester tuition rates that are published on September 1. First year teachers do not qualify for this section unless the teacher is required to seek special education

certification and approved by the Superintendent. Additionally, only teachers working towards their first master's degree or those seeking to renew their teaching credentials may apply. Only one class may be taken per semester during the school year. Payment shall be made when a record of the credit and a receipt for payment for the classes are presented to the superintendent's office, provided the teacher is still teaching in Marshall Public Schools. For those teachers taking classes that conclude after the last student contact day of the school year, the teacher must return to teach in the district for at least twenty (20) school days in the following school year before requesting reimbursement. If the teacher is subject to the reduction in force provision of article XXI, the District will waive the twenty (20) day teaching requirement. The foregoing payment is subject to the following conditions:

- (a) The amount shall be paid only for those courses related to the profession of education.
- (b) Correspondence courses will not qualify a teacher for remuneration under this paragraph.
- (c) Above amount to be paid only on hours taken (enrollment date) after effective date of this Agreement.
- (d) Teachers must receive advance written approval from the Superintendent to receive reimbursement for the courses.
- (e) Request for reimbursement must be made within one (1) year of the beginning of the semester of the class.
- (e) Payment shall be made within a sixty (60) day period regardless of grants or scholarships received.

Section 7: There shall be twenty-six (26) pay periods. Periodically, due to the calendar year exceeding three hundred sixty-four (364) days (26 x 14) salary may be spread over twenty-seven (27) pay periods to avoid a non payday pay period. Teachers shall receive their pay every other Friday. However, those teachers being paid over only twenty-one (21) pay periods during the 1997-98 school year shall be permitted to continue with twenty-one (21) pays if they choose to do so. All pay may be distributed through electronic direct deposit to approved banking institutions as mutually approved by the teachers and the District. The

paycheck for any teacher who does not authorize electronic direct deposit will be mailed on pay days.

Section 8: Teachers required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed at the current rate per mile as established by the Bureau of Internal Revenue (I.R.S.). The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board of Education shall continue in effect its \$1,000,000 umbrella coverage for supplemental personal injury and property damage coverage, above the Michigan No-fault coverage carried by the teachers.

Section 9: When asked by a supervisor to cover a class, the teacher will be paid at a rate \$15 per hour. This amount will be pro-rated.

Section 10: Members who submit a letter of intent to resign or retire at the conclusion of the school year shall receive a special circumstance/early retirement incentive in the amount of \$1,300. Letters of intent must be submitted to the Superintendent's office by May 1 and no later than the end of business day or 5:00p.m.; letters shall be irrevocable beginning June 1. Eligible members shall receive the one time lump sum incentive the second pay in June.

ARTICLE X - SCHOOL YEAR AND TEACHING HOURS

Section 1: The calendar shall be as specified in Appendix B. In the event circumstances occur beyond the control of the Board, the calendar may be expanded in order to meet minimum State or Federal requirements.

Section 2: Teachers shall have the following work day as specified at their level:

(a) **Elementary School Teachers (kindergarten-fourth)**

Teachers report to work:	8:20 a.m.
Student instruction begins:	8:35 a.m.
Student instruction ends:	3:40 p.m.
Teacher day ends:	3:50 p.m.

(b) **High School and Middle School Teachers**

Teachers report to work:	7:20 a.m.
Student instruction begins:	7:35 a.m.
Student instruction ends:	2:30 p.m.

Teacher day ends:

2:40 p.m.

(c) **Alternative School Teachers**

The day will consist of seven hours and ten (10) minutes and will have an average of fifty (50) minutes of planning time per day. This schedule may vary from year to year.

Elementary half days dismiss at 11:50 a.m. Middle School/High School half days dismiss at 10:50 a.m.

All teachers are expected to be in the vicinity of their classroom to supervise their students as necessary five minutes prior to instruction beginning and until five minutes after instruction ends or until all their students have left the building, whichever comes first. Students passing between classes and/or between teachers will also be supervised by teachers who will be expected to be at their door or monitoring students when classes pass or teachers change.

- (d) When school is delayed because of weather conditions, teachers' reporting time will be delayed the same amount of time.

Principals will exercise their discretion regarding requests from teachers to leave the building prior to established work hours.

Each building administrator and staff will agree on a plan for periodic staff meetings.

Included in the Elementary day will be a forty (40) minute duty-free lunch period as well as released time for students receiving special areas of instruction and recess periods.

Included in the High School, Middle School, and Alternative High School day will be a thirty (30) minute duty-free lunch period.

- (e) Absences as a result of extenuating circumstances will be handled at the discretion of the Superintendent.

Section 3: Librarians, speech therapists, remedial reading instructors, school social workers, counselors and all music, physical education, art and special education teachers who travel between schools shall be provided with a fifteen (15) minute travel period per split assignment. Teachers who travel between Marshall and the KCC Eastern Academic

Campus shall be provided with a twenty-five (25) minute travel period per split assignment.

Section 4: Elementary teachers shall receive a minimum of two hundred twenty (220) minutes per week during the time school is in session for planning and preparation time. This time will be provided by the use of any or all of the following: special art, music, physical education, technology, or recess. Such released time shall be pro-rated for less than full-time teachers. In the event a holiday or vacation period, snow days, P-T conferences, and other similar unavoidable occurrences cause the specified minutes per week to be reduced, it shall not be considered a violation of this contract requirement. For the 2007-2008 school year, additional planning time will be provided for elementary teachers by providing .5 FTE. Beginning with the 2008-2009 school year, an additional .5 FTE, to make a total of 1.0 FTE, will be provided and five (5) minutes will be added to the elementary instructional day.

Section 5: High school planning shall be considered on average 55.2 minutes per day or two hundred seventy-six (276) minutes per week with one planning period per day. Middle school planning shall be considered forty-five (45) minutes per day, and elementary planning shall be considered thirty (30) minutes. Alternative school teachers planning shall be considered an average of fifty (50) minutes per day. Any teacher who travels between schools shall receive a minimum daily planning period pro-rated based on the percentage of time they spend at each building or level.

Section 6: Contracted part-time teachers planning time will be a fractional proportion of a full time teachers planning time and shall be included in their day. Additionally, these teachers will be at their work station at least ten (10) minutes before and after their work day begins/ends.

ARTICLE XI - INSURANCE

Section 1: As described in the Marshall Public Schools' Cafeteria Benefits, Medical Expense Reimbursement, and Dependent Care Assistance Plans, the Board shall provide the following MESSA-PAK for a full twelve month period for each employee and his/her dependents. The 12-month period shall begin on July 1 each year. For newly hired teachers, the insurance coverage will begin on September 1 or the first day of the month following a date of hiring after September 1. Further,

the cafeteria benefits, medical expense and dependent care assistance plans shall comply with current IRS code.

The following MESSA plan will remain in effect until December 31, 2013.

- (a) MESSA Choices with the Adult Immunizations and XVA2 Riders (no abortion coverage).
- (b) Delta Dental Plan 80%/80%/80% with an annual \$1500; 80% and lifetime maximum of \$1800, including internal and external coordination of benefits.
- (c) Vision Service Plan 2 - Silver.
- (d) Life insurance in the amount of \$20,000 with Accidental Death and Dismemberment. This amount shall be paid to the employee's designated beneficiary. Teachers not enrolling in the health insurance program, although eligible for the Board health plan, shall receive an additional \$5,000 life insurance with AD&D.
- (f) MESSA \$10/\$40 RX
- (g) \$500/\$1000 deductible in-network health care plan paid for by the Board through a flexible spending account that does not require upfront payments by the employee.

Section 2:

Effective January 1, 2014, Bargaining Unit Members will have the option to choose between MESSA Choices; \$200/\$400;\$5 OV;\$Saver RX and ABC Plan 1; \$1,250/\$2,500; \$0 OV; ABC RX. Effective January 1, 2015, ABC Plan 1 deductibles will increase to \$1,300/\$2,600.

There will be no change to ancillary benefits (dental, vision & life), and those benefits will be fully paid by the Employer, and prorated for less than full time.

Employees choosing Choices will be responsible for the deductible. The employer will fund in-network deductibles for ABC Plan 1 in the following increments through a Health Equity HSA:

- a. 50% January 1st
- b. 50% July 1st

After January 1st, 2014, in the event of extenuating circumstances, which will be determined by the MTA Executive Board, a Bargaining Unit Member will have the Employer advance full payment of the deductible. The Bargaining Unit Member will agree to make installment payments to the Employer through payroll deduction for this advance deductible payment by September 1st or the first pay period of the following contract year, whichever is earlier. Should the advance deductible payment not be repaid to the Employer any remaining amount owed by the Bargaining Unit Member will be deducted from their July 1st HSA disbursement.

The Employer shall pay the following amounts towards the total cost of MESSA PAK A (medical premium) and Health Equity HAS for 2015-16:

\$5,992.30 times the number of Single Subscribers
\$12,531.75 times the number of Self and Spouse Subscribers
\$16,342.66 times the number of Self and Child and Family Subscribers

During the life of the contract the annual employer paid amounts shall adjust annually beginning on July 1, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee, and shall be divided equally among all members enrolled in PAK A. *(For illustrative purposes only: Members selecting ABC Plan 1 under the current hard cap and insurance rates would pay \$138.08 in monthly medical premium share & those selecting Choices II would pay \$174.41 in monthly medical premium share).*

Each employee's monthly contribution towards medical premiums shall be determined annually after the bargaining unit's first open enrollment. The total amount of outstanding monthly premium costs, after the employer has paid their portion of the monthly premium based on the provisions described above (to be placed in Article XI), shall be divided equally among all members enrolled in PAK A.

The employee's bi-weekly medical premium contribution will be payroll deducted in equal amounts each paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's qualified Section 125 Plan shall include any and all of the provisions necessary for pre-tax contributions to the employee's HSA

accounts administered through Health Equity HSA.

Employees may contribute, through payroll deduction and electronic transfer additional money towards their Health Equity HSA up to the maximum amounts allowed by Federal law. Employees will be permitted to modify their contributions on a bi-annual basis (January and July). The appropriate HSA Payroll Deduction form must be completed and submitted to the Payroll Office by December 15 (effective date of January 1) and June 15 (effective date of July 1)

Section 3: Board contributions for all benefits in this article will continue through the end of the month in which the Teacher's individual contract for employment is terminated.

Section 4: Employees not wishing to make use of the full family health insurance coverage as described in Section 1(a) above may apply a \$325 monthly amount toward MESSA/MEFSA non-taxable options or receive the payment in cash. In either case the employee is responsible for both the employee's and employer's FICA costs, as well as any other applicable payroll taxes or retirement costs. The Board will provide a Section 125 plan under which these employees will make such election.

Section 5: Payroll deductions shall be made for either MEA Tax Sheltered Annuity Plan or other plans approved by the Board.

ARTICLE XII - SICK LEAVE

Section 1: Ten (10) days of sick leave per year with full pay shall be granted which may be used by teachers in case of necessary absence due to (1) personal illness of the teacher; (2) illnesses of a teacher's spouse or immediate family (child, step-child, step-parent, grandchildren, mother, father, grandparents, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, sister-in-law or brother-in-law, guardianship of) residing with the teacher, which necessitates his or her absence from school; and (3) exposure to contagious disease in which the health of others would be endangered by his or her attendance on duty. Unused sick leave shall accumulate from year to year to a maximum to a maximum of two hundred twenty (220) days. A teacher who has accumulated the maximum sick days will still receive the appropriate number of sick/personal (10/2) days at the beginning of each new year; however on the last day of the year their accumulated sick leave shall carry forward to the next year no more than the maximum days listed

above. Sick leave days will be given on a prorated basis to employees who are not under contract for a full year.

- (a) Doctor and dental appointments for teachers and members of their families, which do not involve an actual illness, shall not constitute a valid reason for use of a teacher's sick leave. However, sick leave may be granted in exceptional circumstances at the discretion of the Superintendent.
- (b) An electronic statement shall be furnished each teacher at the beginning of each school year setting forth his/her total of sick leave credits.
- (c) The administration shall have the right to demand a doctor's statement in cases of suspected violation of the sick leave provisions.
- (d) A teacher who has taught at least fifteen (15) years in Marshall Public Schools and retires from the teaching profession and qualifies for retirement under the Michigan School Employees Retirement Fund shall upon retirement be entitled to be paid the daily substitute teacher rate of pay per day for one-half of the then accumulated, unused sick leave. This benefit shall be payable only to those teachers accumulating a minimum of one hundred (100) sick leave days as of their effective retirement date.

Section 2: Ten (10) days of emergency leave per year, to be deducted from accumulated sick leave, may be granted to teachers in case of necessary absence due to personal illness of a teacher's immediate family not residing with the teacher as defined in section one above. Such leave shall not be cumulative.

Section 3: Any teacher using two or less sick leave days and/or discretionary leave in a given year will be given a \$200 bonus in June of that school year.

Section 4: A sick leave bank is hereby administered as follows:

- (a) A Sick Leave Bank Committee composed of five (5) teachers appointed by the Association shall administer the sick leave bank in cooperation with the Administration.
- (b) Teachers will be eligible for withdrawal of sick leave days from the bank when they have suffered an extended illness and after the

expiration of the greater of either (1) the teacher's accumulated sick leave; or (2) a waiting period of thirty (30) work days during the school year. The maximum withdrawal for any one teacher cannot exceed one hundred twenty (120) days for a single disability.

- (b) When the bank drops below one hundred twenty (120) days, each teacher shall contribute an additional day to the bank. Teachers in their first and second years will not contribute.

ARTICLE XIII - FUNERAL LEAVE

Section 1: A funeral leave shall be granted with pay for a period of not to exceed three (3) days to attend each funeral of a teacher's immediate family to include the present spouse, children or grandchildren, mother, father, grandparents, brother, sister, step-brother, step-sister, mother-in-law or father-in-law, sister-in-law or brother-in-law. Any additional days required shall be deducted from the teacher's accumulated sick leave.

Section 2: A teacher shall be granted one (1) day to attend the funeral of an individual not listed above in Section 1 with such day being deducted from the teacher's accumulated sick leave.

ARTICLE XIV - LEAVES OF ABSENCE

Section 1: Any teacher whose personal illness extends beyond the period compensated under Article XII may be granted a leave of absence without pay in accordance with the Teacher Tenure Law. *Upon return from leave, a teacher shall be assigned to the same position left providing it is still in existence. Should same position no longer exist then to a substantially equivalent position.* If the leave referenced in this section qualifies as FMLA leave, the italicized language shall apply to professional staff.

Section 2: Teachers who enter the military service by draft or enlistment shall be granted a leave of absence for that period and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service Training Act and any other applicable laws then effective.

Section 3: In addition to sick leave, each teacher shall be allowed (3) days or (6) half-days of personal leave per school year; no more than two (2) consecutive days may be used at any given time.

- (a) No more than four (4) teaching staff members within the District will be accommodated, on a first-come, first-serve basis in approval for extension of a holiday vacation/break period; teachers needing to attend their child's field trip or other school related program shall not be included in this maximum number.
- (b) Further, the District shall not be required to approve more than one extension per teacher, of a holiday/break period in any given school year.
- (c) No Teacher shall expect to extend Labor Day weekend holiday through the use of a personal business holiday.
- (d) The following holidays/breaks will be open for use of personal business days: Thanksgiving Recess, Winter Break, Mid-Winter Break and Memorial Day*. The limitations expressed above shall apply only to these holiday/break periods.
- (e) Requests must be submitted to the Superintendent's office for approval.
- (f) A teacher shall give the principal at least forty-eight (48) hours notice of absence unless an emergency prevents the notice as determined by the principal.
- (g) Any personal days not utilized by teachers will be-converted to sick leave at the end of the school year whereby they will be added to accumulated sick leave.

*Memorial Day Restrictions – Members are not eligible to extend Memorial Day weekend following the holiday should that holiday fall within the last week of school.

Teachers requiring additional personal leave may request up to five "emergency personal leave" days per year, which shall be deducted from the teacher's accumulated sick leave. A teacher must specify the reason for such leave which shall follow the guidelines for use of other personal leave. The Superintendent approves all such leave.

Section 4: In addition to sick leave, each teacher shall be allowed five (5) days discretionary leave per school year. This leave will be without pay and only upon the Superintendent's approval.

Section 5: A teacher may be granted a leave of absence for one (1) continuous school year without pay for the purpose of travel or study in

pursuit of wider knowledge and greater skill in his or her teaching profession. Teachers given leaves of absence without pay shall receive one (1) year credit toward annual salary increment on the appropriate schedule. *Upon return from leave, a teacher shall be assigned to the same position left providing it is still in existence. Should same position no longer exist then to a substantially equivalent position.*

Section 6: A maternity leave of absence may be granted to a teacher for the purpose of child-bearing and/or child rearing. A teacher who is pregnant or adopting a child shall be entitled upon request to a leave to begin at any time between the commencement of the pregnancy or adoption and one (1) year after a child is born or adopted. Such leave shall be granted without pay or increment for a period not to exceed two (2) semesters beyond the date on which the leave became effective unless recommended otherwise by her physician. Said teacher shall notify the Superintendent in writing of her desire to take such leave and 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 her leave is to begin. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions. 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. (Considered to be six (6) calendar weeks for a natural delivery and twelve (12) calendar weeks for Cesarean section.) Complications from childbirth which require a longer recuperative period for the mother or the child may extend the paid portion of the leave on a case-by-case basis based on documentation from the physician. The district will allow six calendar weeks of sick leave to be used for adoption. *The teacher upon return shall be assigned to the same position left providing it is still in existence. Should same position no longer exist, then to a substantially equivalent position.* If the leave referenced in this section qualifies as FMLA leave, the italicized language shall apply to professional staff.

- (a) The Board shall indemnify and save the Association harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of this provision.

Section 7: Pursuant to the Family and Medical Leave Act, an employee who has been employed at least twelve (12) months and worked at least

1,250 hours during the prior twelve (12) month period is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay but with group health coverage maintained for one or more of the following reasons:

1. Due to the birth of the employee's child in order to care for the child;
2. Due to the placement of a child with the employee for adoption or foster care;
3. To care for the employee's spouse, child, or parent who has a serious health condition;
4. Due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A serious health condition is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

To be eligible for a FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous twelve (12) month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104 (C) (2) of the FMLA. Elected supplementary insurance coverage's may be continued by the teacher prepaying the premium cost to the business office of the school district, which will then make payment of the premium to the insurance company.

Paid leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102(b) of the FMLA. Seniority will accumulate during the period of FMLA leave.

The limitations found under Section 108 of the FMLA (pertaining to special rules concerning employees of local educational agencies) shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

Section 8: A teacher may be granted a vocational leave of absence without pay for up to one year to work in a different occupation or for another educational institution. No credit on the salary schedule shall accrue for that period of time, but seniority will continue to accrue. *Upon return from leave, a teacher shall be assigned to the same position left providing it is still in existence. Should same position no longer exist, then the teacher will be assigned to a substantially equivalent position.* Notice of intent to return from such leave must be provided at least three months prior to the expiration of the leave.

Section 9: A teacher who is summoned and reports for jury duty as prescribed by applicable law, shall be paid by the Board an amount equal to the difference between the amount of wages the teacher otherwise would have earned by working for the Board on that day, and the daily jury fee paid by the court (not including travel allowances or reimbursements of expenses) for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. This payment provision shall also apply when the teacher is summoned/subpoenaed as a witness in a court hearing, so long as the teacher is not testifying against the Board. In order to receive payment, a teacher must give the administration prior notice that he/she has been summoned for jury duty or as a witness, and must furnish satisfactory evidence that he/she reported for or performed such service on the days for which he/she claims payment.

A teacher who volunteers (without being summoned) for such service will not receive the benefits listed above.

ARTICLE XV-- GRIEVANCE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

Section 2: A teacher who believes he/she has a grievance shall first discuss the matter with his/her principal personally or accompanied by an Association representative or Association officer within five (5) school days after the occurrence of the event upon which the grievance is based.

It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply.

Section 3: FIRST STEP Any grievance that is not settled as set forth in Section 2 of this Article, or those grievances submitted by the Association, shall be submitted in writing to the principal of the school in which the grievance arises. All grievances shall state the facts upon which they are based, when they occurred, and shall be signed by the teacher who is filing the grievance or an officer of the Association when the Association files a grievance and shall be submitted to the principal within five (5) school days after the informal meeting described in Section 2 above or the occurrence of the event upon which the grievance is based for those matters submitted by the Association. The principal shall give a written answer to the aggrieved teacher or the Association within five (5) school days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the principal.

Section 4: SECOND STEP If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the grievant and/or his/her Association representative or representatives shall notify the Superintendent in writing within five (5) school days after receipt of the principal's First Step answer of the desire to appeal. If such written request is made, the Superintendent or someone by him/her designated shall meet with the grievant and/or the Association representative or representatives within five (5) school days to consider the grievance. The Superintendent shall give a written answer to the aggrieved teacher and/or his/her Association representative or representatives within five (5) school days after the date of the meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Superintendent.

Section 5: THIRD STEP If the grievance has not been settled in the second step, the Association may submit the matter to mediation under the Act or may submit such grievance, except as provided below (teacher discharge) to arbitration, provided written notice for submission is delivered to the Superintendent within ten (10) days after the date of the decision under Step Two. Following the written notice of request for submission to binding arbitration, the parties will meet within ten (10) days to select an arbitrator according to the following procedure:

- (a) A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board.
- (b) Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
- (c) The parties will alternate the initiation of the elimination process with each successive grievance.
- (d) Until the panel of arbitrators is in place, the selection shall be through the American Arbitration Association and subject to its rules.

Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association. Should either the Board or the Association wish to terminate the use of the pre-selected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give one year's notice to the other party. After termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

All matters submitted to arbitration shall be submitted through the panel arrangement or to the American Arbitration Association in accordance with its Voluntary Rules and Regulations within the time specified above, and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement nor hear any matter which is provided for under Section 7 of the Article (teacher discharge). Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties.

Section 6: Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association. The above grievance procedure affords the sole and exclusive remedy for complaints and

grievances under this Agreement and the sole method of expression or communication of a view, grievance, complaint or opinion on any matter related to this Agreement.

Section 7: In the event any teacher under the jurisdiction of the Association shall be discharged from his/her employment from and after the date hereof, and he/she believes he/she has been unjustly discharged, such discharge shall constitute a case arising under the laws of the State of Michigan, to include the Tenure Act of 1937, as amended.

Section 8: The presentation and discussions of grievances provided for in this Article shall take place outside of the regular school hours, except during the first two (2) steps of this procedure (Section 3 and 4 of this Article), which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties.

Section 9: In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays Monday through Friday being as if they were school days in determining the time limits set forth above.

ARTICLE XVI - SUBSTITUTES

Section 1: The Board agrees at all times to maintain an adequate list of substitute teachers. All substitutes should be listed and certified at the Superintendent's office. Arrangements for securing substitute teachers are determined by building procedures.

ARTICLE XVII- CONFERENCE COMMITTEE

Section 1: The Board recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communications with the Association. Accordingly, it is agreed that representatives of the Board and the Association will meet not less than once each month to discuss school policies of legitimate concern, either to the Association or to the Board, and the problems relating to the implementation of the collective bargaining agreement. These meetings shall be held after school hours and, at the first meeting, the Board and the Association representatives will establish rules of procedure for such meetings aimed at making them an efficient means of communications between the parties in such matters.

- (a) In no event are such meetings to be used for discussion of existing grievances, matters properly within the jurisdiction of established committees or by either party to demand any modification of the provisions of this Agreement.

ARTICLE XVIII- CURRICULUM COUNCIL

Section 1: The Board and the Association recognize that there are certain matters that need continuing study and improvement relating to the school instructional program. It is agreed that the parties shall cooperate in a continuing program whereby the teachers may recommend and suggest desirable changes and innovations in teaching methods and techniques, class composition, curriculum and other phases of the instructional program through the Curriculum Council. Other voluntary curriculum committees may be established as necessary. All additions, changes, or revisions of curriculum including textbooks and teaching materials shall come through the Curriculum Council prior to Board approval.

Section 2: The parties agree that all committees shall serve in an advisory, consultative and fact-finding capacity only for the duration of the Agreement.

ARTICLE XIX- GENERAL

Section 1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly both parties agree that neither shall be obligated to bargain with the other for the life of the contract.

Section 2: There shall be no strikes or work stoppages for any reason whatsoever during the life of this Agreement.

- (a) The Association agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from the teaching position, or stoppage of work or abstinence, in whole or in part, from the full, faithful,

and proper performance of the teacher's duties of employment) to occur during the life of this agreement for any purpose whatsoever.

- (b) In the event of any action in violation of the foregoing, the Association agrees to post notices immediately at any or all schools affected, or otherwise communicate with persons violating this provision by all means at its disposal, that said activity is contrary to law, unauthorized by the Association and in violation of this Agreement and shall advise such persons to discontinue immediately said activity. And the Association, further, will use every other means at its disposal to assist in the immediate termination of such activity.
- (c) The Association will not directly or indirectly take reprisals against a teacher who continues or attempts to continue his/her contractual duties or who refuses to participate in any of the activities prohibited by this Article.
- (d) The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damages against any person, group or organization violating this Article.

Section 3: If during the life of this Agreement any of the provisions contained herein, including agency shop, are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 4: Each collective bargaining agreement entered into between a public employer and public employees under this act after March 16, 2011 shall include a provision that allows an emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. Provisions required by this subsection are prohibited subjects of bargaining under this act.

Collective bargaining agreements under this act may be rejected, modified, or terminated pursuant to the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. This act does not confer a right to bargain that would infringe on the exercise of powers under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

Section 5: This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XX - REDUCTIONS IN PERSONNEL

Section 1: *In the event the Board shall determine the need to lay off teachers within the bargaining unit, such lay off will be in accordance with the following schedule.*

- (a) *Probationary teachers will be laid off first whenever a tenure teacher is certified and qualified to fill the probationary teacher's position.*
- (b) *Tenure teachers will be laid off next in the following order where layoffs are necessary in:*
 - 1. *K-8 on the basis of seniority, certification, and qualifications as hereinafter defined.*

"Certification" for K-8 as it applies to bumping into grades 7-8 tenure positions will be by majors and minors only, to be determined by an accredited college or university transcript showing at least a minor of not less than twenty (20) semester hours or its equivalent in term credits in the subject to be taught in 7th or 8th grade.

- 2. *7-12 on the basis of seniority, certification, and qualifications as hereinafter defined. Teachers in 9-12 bumping into a tenure teacher position in grades 7-8, may bump only in areas of majors and minors.*

Section 2:

- (a) The term "seniority" shall mean years of continuous service within the bargaining unit and begin from the last date of hire. Probationary teachers shall not have seniority, but upon commencement of the first day of employment after acquiring tenure, seniority shall date from last date of hire. A teacher while in an administrative position shall not accumulate seniority nor lose previously acquired seniority.
- (b) The term "continuous service" shall mean consecutive years of employment for the Marshall Public Schools. Continuous service shall be terminated if a teacher quits, retires, or is discharged. Continuous service shall not be interrupted by an approved leave of absence or layoff.
- (c) *The term "qualifications" shall be as set by North Central Association of Colleges and Universities and as defined under job descriptions. The term "qualifications" shall also include any requirements to be "highly qualified" under the No Child Left Behind Act or other similar federal or state laws or regulations.*

Section 3: In the event it becomes necessary to reduce the number of teachers through layoff of employment or to reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate positions, the Board shall give written notice of layoff to the Association and the teacher at least six (6) weeks prior to layoff. Layoffs will be effectuated at the beginning of the school year or the beginning of a semester only.

Section 4: Each year the Board shall prepare a seniority list by certification and classification and transmit a copy of same to the Association on or before the 1st day of November and shall be updated by May 1. If the Association is in disagreement on one or all parts of the seniority list and if mutual agreement between the parties cannot be reached on the disagreement, the Association may use the grievance procedure within five (5) days.

Section 5: *Tenured teachers shall be recalled in inverse order of reduction for vacancies and/or new positions opening for which they are certified and qualified. All fringe benefits, including but not limited to, accumulated sick days shall be restored. The teacher shall advance one step on the salary schedule provided salary advancement has not already*

been given to the teacher that school year. Teachers will lose all rights to recall after three (3) years from the date of layoff as per the Tenure Law as amended in 1993. Probationary teachers will lose all rights to be recalled after one (1) year from the date of layoff.

Section 6: Teachers drawing unemployment benefits during the summer vacation period who are called back to the same contract for a full year the next school year will have their annual salary reduced by whatever amount is paid to them in unemployment benefits over the summer vacation.

ARTICLE XXI - PROFESSIONAL BEHAVIOR

Section 1: The Board of Education and the Association recognize that violations of the Master Agreement by a teacher reflect adversely upon the teaching profession. Therefore, alleged violations of the Master Agreement which the Superintendent of Schools views as serious enough to warrant attention shall be promptly reported to the offending teacher and to the Association.

Section 2: *Only after having thoroughly investigated an alleged violation of the Master Agreement may the Superintendent take appropriate disciplinary action. All discipline stemming from a violation of the Master Agreement shall be based on the principle of just cause and the concept of progressive discipline.*

Section 3: *This Article shall in no way be interpreted as to supplant or restrict the statutory right of the Board to suspend or terminate a teacher.*

Section 4: *Any teacher who believes he/she has been treated unfairly with respect to a disciplinary action, reserves the right to access the grievance procedure, beginning at the Second Step.*

Section 5: Definition Of Terms

Violation(s): A willful violation shall be an act described as one done intentionally, knowingly, and purposely, without justifiable excuse. A simple violation shall be distinguished from a willful violation as an act done carelessly, thoughtlessly, or inadvertently.

Disciplinary Action: Disciplinary action that is established by practice and that is consistently applied in relationship to past violations that are similar in nature.

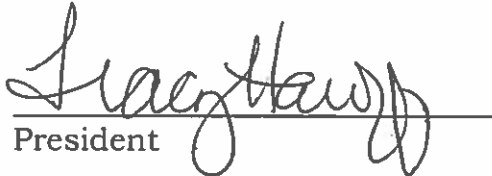
Progressive Discipline: Progressive discipline shall mean a progression whereby the discipline becomes more severe with each similar violation of the Master Agreement. It is understood that willful violations of the Master Agreement may give rise to situations where the Superintendent of Schools may find it necessary to bypass the normal progression of disciplinary measures and enter the progressive discipline process at a level that offers the Superintendent the maximum ability to take appropriate disciplinary action.

ARTICLE XXII - DURATION

This AGREEMENT shall become effective on the date of ratification by the Board, and the terms and provisions hereof shall remain in full force and effect through the 18th day of August, 2018.

In Witness Whereof, the parties hereto have executed this Agreement in Marshall, Michigan on August 13, 2015.

FOR THE ASSOCIATION:

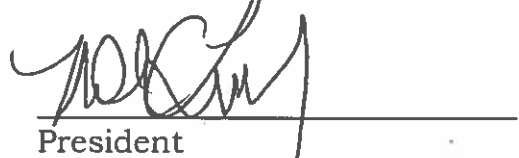


President

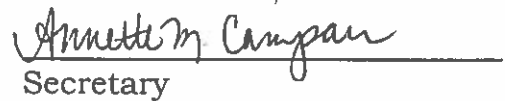


Vice - President

FOR THE BOARD:



President



Secretary



Treasurer

APPENDIX A – 2015-2016 SALARY SCHEDULE

2015-2016 School Year Salary Schedule			
Step	BA	MA	MA+30
1	\$35,928	\$39,169	NA
2	37,464	40,972	NA
3	39,241	43,055	NA
4	40,902	45,043	NA
5	42,848	47,327	NA
6	44,678	49,506	NA
7	46,787	52,026	NA
8	48,786	54,413	NA
9	51,096	57,177	NA
10	53,276	59,819	NA
11	55,796	62,849	NA
12	58,453	66,045	\$70,344*

*Teachers grandfathered at the MA+30 schedule will have a salary of \$70,344.

2015-16 – One-half percent (1/2%) off schedule to be paid the second pay period in June 2016.

2016-17 – Reopen prior to school year

2017-18 – Reopen prior to school year

Longevity: Teachers shall receive a lump sum longevity payment equal to the amount specified below (percent (%) x BA base salary (Step 1)):

Minimum Years	%	Payment
at least 15 years	1%	\$359
at least 20 years	2%	\$719
at least 25 years	3 ¼%	\$1,168
at least 30 years	4%	\$1,437
at least 35 years	5%	\$1,796

Teachers having taught at least fifteen (15) years in the Marshall Public School system shall receive a lump sum longevity payment equal to one percent (1%) of the BA base salary (Step 1). Teachers having taught at least twenty (20) years in the Marshall Public School system shall receive

a lump sum longevity payment equal to two percent (2%) of the BA base salary (Step 1). All teachers having taught at least twenty-five (25) years in the Marshall Public Schools system shall receive a lump sum longevity payment equal to three and one quarter percent (3 1/4%) of the BA base salary (step 1). All teachers having taught at least thirty (30) years in the Marshall Public School district shall receive a lump sum longevity payment equal to four percent (4%) of the BA base salary (step 1). Teachers having taught at least thirty-five (35) years in the Marshall Public Schools shall receive a lump sum longevity payment equal to five percent (5%) of the BA base salary (Step 1). Such payment shall be made with the first payroll in October for those teachers who qualify and are still employed by the school district.

APPENDIX B - SCHOOL CALENDAR and EXTRA DUTY COMPENSATION

It is agreed that the Board and Association will meet the minimum number of instructional hours/days as well as the minimum number of statutory professional development days. It is understood that should State mandates increase or decrease instructional days and/or hours, the School Calendar will also reflect said increases or decreases. Such conditions are also extended to the number of professional development days. Also, should the state mandate calendar items, such as a starting date after Labor Day, the calendar will be reopened and negotiated to bring it into compliance with state mandates at no additional cost to the district in terms of salary.

Marshall Public Schools Calendar 2015-2016

Community Breakfast.....	August 31
Professional Development...September 1 – September 3 (Half day on Thursday)	
First Day for Students.....	September 8
Early Release for Students – Teachers work normal day.....	October 6
High School Conferences.....	October 28 and 29
Early Release for Students – Teachers work normal day.....	November 3
Elementary School Conferences.....	November 17 – 20
Middle School Conferences.....	November 18 and 19
Thanksgiving Recess – No School	November 25 – 27
Early Release for Students – Teachers work normal day.....	December 8
Winter Break – No School.....	December 21 – January 1

Professional Development – No School for Students.....	January 18
Semester Ends and High School Students attend A.M. only.....	January 22
Early Release for Students – Teachers work normal day.....	February 2
Elementary School Conferences.....	February 8 – 11
Middle School Conferences.....	February 9 and 10
Mid-Winter Break – No School.....	February 12 and 15
Early Release for Students – Teachers work normal day.....	March 8
High School Conferences.....	March 16 and 17
Good Friday – No School.....	March 25
No School.....	April 1
Spring Break – No School.....	April 4 – 8
Early Release for Students – Teachers work normal day.....	April 26
Memorial Day Holiday – No School.....	May 30
High School Students attend A.M. only.....	June 8 – 10
Last Day – Students attend A.M. only.....	June 10
Records Day for Teachers – Half Day.....	June 13

- * Elementary teachers must turn in their conference schedule to his/her principal to be eligible to waive attendance at evening conferences as listed above.
- * Elementary conferences may be scheduled the week prior to official conference dates at the mutual discretion of the teacher and parents.
- * The required elementary teacher time per student conference is determined by taking the number of students divided by 6.5 hours.

Parent/Teacher Conferences

Conference dates and times will be scheduled in collaboration with administration dependent upon building needs, and within the parameters of the negotiated calendar and will consist of 6.5 hours of conference time.

Professional Development Determination

Professional Development Days definition: Professional Development time may be utilized for meetings at the building level or district wide to review curricular issues, carry out Professional Development activities or to work on any school improvement activity. Based on teaching staff

input, principals and the Curriculum Director shall determine and organize the work to be carried out on these days. They are not intended to replace regular staff meetings. Professional Development activities will comply with Michigan Department of Education requirements for Professional Development and Professional Development used as Instructional Time.

The Board and Association have agreed to establish the following joint committee:

The MTA will establish a professional development team consisting of three (3) or four (4) teachers from each level (k-4, 5-8, 9-12). Similarly, building level principals or assistant principals will represent the administration. No later than November 1 of each year, a member of the MTA team will contact the Curriculum Director to establish two (2) mutually agreeable meeting times. This committee will convene on those mutually agreeable dates for the purpose of developing a district-wide professional development plan which complements the Michigan Department of Education's purpose and intent of acceptable professional development experiences. The Department's stated purpose and intent is as follows: "It is the position of the MDE that a quality, acceptable professional development activity that is directly related to one's teaching assignment and is specifically designed to enhance the practitioner's capacity to meet and support the learning and development needs of all students."

Section 4: Extra Duty Compensation

People beginning an activity or sport will be paid a percentage of the BA Schedule, Step 1.

At the start of the third (3rd) consecutive year of experience in the same activity or sport the person will be paid at a percentage of the BA Schedule, Step 2.

At the start of the fifth (5th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 3.

At the start of the seventh (7th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 4.

At the start of the ninth (9th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 5.

At the start of the eleventh (11th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 6.

At the start of the thirteenth (13th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 7.

At the start of the fifteenth (15th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA schedule, Step 8.

At the start of the seventeenth (17th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA schedule, Step 9.

At the start of the nineteenth (19th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA schedule, Step 10.

HIGH SCHOOL ATHLETICS

Varsity Football	15.0
Assistant Varsity Football	10.0
Assistant Varsity Football	10.0
Assistant Varsity Football	10.0
Junior Varsity Football	10.0
Assistant Junior Varsity Football	7.5
Assistant Junior Varsity Football	7.5
Freshman Football	8.5
Assistant Freshman Football	7.5
Assistant Freshman Football	7.5
Varsity Boys Basketball	15.0
Assistant Varsity Boys Basketball	8.5
Junior Varsity Boys Basketball	10.0
Freshman Boys Basketball	8.5
Varsity Girls Basketball	15.0
Assistant Varsity Girls Basketball	8.5
Junior Varsity Girls Basketball	10.0

Freshman Girls Basketball	8.5
Varsity Baseball	12.0
Assistant Varsity Baseball	8.5
Junior Varsity Baseball	8.5
Freshman Baseball	7.5
Varsity Softball	12.0
Assistant Varsity Softball	8.5
Junior Varsity Softball	8.5
Varsity Track (2 positions)	12.0 each
Varsity Track (1 position)	15.0
Assistant Varsity Track	8.5
Assistant Varsity Track	8.5
Assistant Varsity Track (if 1 position)	8.5
Girls Golf	9.0
Boys Golf	9.0
Varsity Girls Tennis	9.0
Junior Varsity Girls Tennis	6.0
Varsity Boys Tennis	9.0
Junior Varsity Boys Tennis	6.0
Varsity Girls Swimming	12.0
Assistant Varsity Girls Swimming	8.5
Varsity Boys Swimming	12.0
Assistant Varsity Boys Swimming	8.5
Varsity Cross Country (2 positions)	9.0 each
Varsity Cross Country (1 position)	12.0
Assist. Vars. Cross Country (if one position)	6.0
Varsity Wrestling	12.0
Assistant Varsity Wrestling	8.5
Varsity Volleyball	11.0
Junior Varsity Volleyball	8.0
Freshman Volleyball	7.0
Varsity Girls Soccer	11.0
Assistant Varsity Girls Soccer	7.0
Junior Varsity Girls Soccer	8.0

Varsity Boys Soccer	11.0
Assistant Varsity Boys Soccer	7.0
Junior Varsity Boys Soccer	8.0

Varsity Fall Cheerleading	5.0
JV Fall Cheerleading	5.0
Varsity Winter Cheerleading	5.0
JV Winter Cheerleading	5.0
Competitive Cheerleading	5.0

Fall Faculty Athletic Manager	6.0
Winter Faculty Athletic Manager	7.0
Spring Faculty Athletic Manager	5.0

HIGH SCHOOL CO-CURRICULAR

*Band Director	15.0
*Assistant Band Director	6.0
*Choir Director	15.0
*Orchestra Director	9.0
F.F.A. Sponsor	6.5
Yearbook Advisor	6.0
Newspaper Advisor	3.0
Robotics	5.0

MYCA CO-CURRICULAR

Yearbook Advisor	6.0 for two cycles
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HIGH SCHOOL EXTRA-CURRICULAR

Musical Play Director	7.0
Musical Vocal/Pit	5.0
Non-musical Play Director	4.0
Senior Class Sponsor	2.5
Junior Class Sponsor	3.0
Sophomore Class Sponsor	2.5
Freshman Class Sponsors	2.5
Intramural Director	3.0
Debate and Forensics Coach	15.0
High School Student Council	3.0
Class Night Sponsor	3.0
Knowledge Master Open 9-12	1.0
Ski Club	\$ 50.00 per outing/trip
National Honor Society	3.0%
Faculty Lunchroom Supervisor One teaching hour assignment	

MIDDLE SCHOOL ATHLETICS

Girls Basketball (Grade 7, Team A & B)	6.0 each team
Boys Basketball (Grade 7, Team A & B)	6.0 each team
Girls Basketball (Grade 8, Team A & B)	6.0 each team
Boys Basketball (Grade 8, Team A & B)	6.0 each team
Girls Volleyball (Grade 7, Team A & B)	6.0 each team
Girls Volleyball (Grade 8, Team A & B)	6.0 each team
Cross Country	6.0 each coach
Tennis (Grades 7 & 8, Team A & B)	6.0 each team
Track (Grade 8)	6.0
Track (Grade 7)	6.0
Wrestling (Grades 7 & 8)	6.0

MIDDLE SCHOOL CO-CURRICULAR

*Band (Grades 5th - 8th) Director	4.0
*Orchestra (Grades 5th - 8th) Director	4.0
*Choir (Grades 5th - 8th) Director	4.0
*Middle School Jazz Band	2.0
Sixth Grade Camp Chaperone	\$ 100.00 per overnight for one teacher per team
Spelling Bee	
5-6	1.0
7-8	1.0
National Geography Bee	
5-6	1.0
7-8	1.0
*Yearbook Supervisor	1.5 percent
Robotics	5.0

MIDDLE SCHOOL EXTRA-CURRICULAR

Young Artists & Authors	5-8	3.0
Knowledge Master Open	5-6	1.0
	7-8	1.0
Math Olympiad	5	1.5
	6	1.5
World in Motion	5	1.5
Midwest Talent Search	5-8	1.5
Intramural Director (each)		3.0
Middle School Student Council		2.5 percent
Fall Athletic Manager		2 percent
Winter Athletic Manager		3.5 percent
Spring Athletic Manager		2 percent

ELEMENTARY CO-CURRICULAR

*Elementary Music Program	1.0
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Elementary Spring Art Program Director		1.0
Mackinaw Trip	4	\$100.00
		per overnight per assigned teacher
Writers Workshop	Gordon 3-4	1.0
	Hughes 3-4	1.0
	Walters 3-4	1.0
Kindergarten Round up		\$100 per each participating teacher

ELEMENTARY EXTRA-CURRICULAR

Elementary Choir (Fourth Dimension)		3.0%
Math Olympiad	4	1.5

OTHER

K-12 Counseling Coordinator		1.5
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If administration deems it necessary to have high school counselor(s) work before or after the school year, they will be paid at their per diem rate for days or hours worked.

Teachers who volunteer and are selected to do summer curriculum study work shall be paid the daily substitute teacher rate of pay.

*Duties noted with an asterisk are considered part of the co-curricular program, thereby allowing the Superintendent to appoint the teacher responsible for curricular instruction to the after school duty.

Appendix B duties shall be subject to annual reappointment at the discretion of the Board.

If after posting a position, no qualified and certified MPS teacher is interested or available, positions may be offered to a qualified external candidate.

APPENDIX C - PROFESSIONAL STAFF EVALUATION

A Statement of Philosophy:

The purpose of Professional Staff Evaluation for the Marshall School District is to improve the quality of teaching performance and, thus, the quality of student learning experiences.

Staff evaluation is a never-ending process. Theoretically, evaluation takes place whenever interaction occurs between an evaluator and the evaluatee. Therefore, classroom observations, although necessary and required, are but one technique in an evaluative process. Data used to evaluate individual staff members should be gathered from multiple sources on multiple occasions, but this process must be formalized by a clearly defined set of procedures.

In evaluating teacher effectiveness, teacher performance is measured against specific criteria and individually developed goals and objectives, rather than against the performance of other teachers. Self-evaluation is an integral part of this process.

In order to be effective the evaluation process requires a cooperative effort between the teacher and the administrator. It must be a process done with people, not to them. Therefore, positive teacher and administrative attitudes toward the evaluation process is critical to its success.

An Ad Hoc Committee will be formed to study the ramifications and prototypes of new teacher evaluations required by law.

Procedures for professional evaluations are outlined in Board Policy located in Appendix C in this agreement.

APPENDIX C (continued) – BOARD POLICY PROFESSIONAL STAFF EVALUATION

Procedures for the professional staff evaluation system are outlined in Board Policy Number 3220 Administrative Guidelines, and attached as Appendix C of this agreement.

Teacher Performance Evaluation System Process

1. Each teacher has a first-of-the-year conference with their building administrator to review last year's annual performance evaluation and to identify growth goals for the coming year. This should occur no later than September 15th.
2. Each teacher is informed when they will be participating in a six (6)-week observation period: during which the teacher will have at least two (2) formal instructional observations, informal classroom observations, be observed in professional committee and staff meetings, and general observations of professional conduct. The 6-week observation period will begin no earlier than September 16th.
3. At the conclusion of the 6-week observation period, a conference will be held to give the teacher immediate feedback and to review progress toward the teacher's identified growth goals.
4. Note: If a teacher is under probationary status as a new teacher, or a tenured teacher operating under an Individual Development Plan (IDP), the teacher will meet with their building administrator to discuss and receive a written mid-year progress report on the teacher's performance.
5. Prior to May 15th, a final meeting will take place between the teacher and building administrator to provide a final review of the teacher's performance, student achievement data attributed to said teacher, and to finalize the teacher's Annual Performance Review. Each teacher will receive a performance rating for all five domains on the evaluation tool and an overall rating for the year.
6. The Annual Teacher Performance Evaluation will be signed and placed in the teacher's personnel file; along with any response the teacher chooses to offer in writing.