

Marcellus Community Schools

**MARCELLUS EDUCATION ASSOCIATION:  
MASTER AGREEMENT  
2019-21**

As Drafted by:  
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**TABLE OF CONTENTS**

I. RECOGNITION.....3

II. TEACHERS RIGHTS.....4

III. BOARD OF EDUCATION RIGHTS.....4

IV. ENTIRE AGREEMENT CLAUSE.....5

V. LEAVES OF ABSENCE.....5

VI. TEACHING CONDITIONS.....8

VII. TEACHERS’ LOUNGE.....12

VIII. NO STRIKE CLAUSE.....12

IX. GRIEVANCE PROCEDURE.....12

X. CURRICULUM COMMITTEES.....14

XI. MISCELLANEOUS.....14

XII. EMPLOYEE AND ASSOCIATION RIGHTS.....15

XIII. TEACHER PROTECTION.....16

XIV. SENIORITY.....17

XV. DURATION.....18

XVI. COMPENSATION & FRINGE BENEFITS.....19

SCHEDULE A –SALARY SCHEDULE.....27

SCHEDULE B – 2019-20 SCHOOL CALENDAR.....28

APPENDIX A – GRIEVANCE REPORT FORM.....29

## ARTICLE I - RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, as amended, the Board of Education of the Marcellus School District (hereinafter referred to as the Board) recognizes the Southwestern Michigan Education Association – MEA – NEA (hereinafter referred to as the Bargaining Agent) as the exclusive bargaining agent for employees of the Board (hereinafter referred to as teachers) in the bargaining unit defined as:

All certificated instructional personnel employed by the school district for the regular school term, grades K-12 and alternative education but excluding per diem substitute teachers, teacher aides, the positions of executives and supervisors, and all other employees.

- B. The SMEA shall designate the local Association – MEA – NEA (hereinafter referred to as the Association) as the administrator of this contract including the processing of grievances.

## ARTICLE II – TEACHER RIGHTS

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

## ARTICLE III – BOARD OF EDUCATION RIGHTS

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



## ARTICLE IV – ENTIRE AGREEMENT CLAUSE

- A. This agreement supersedes and cancels previous agreements between the Board and the SMEA/MEA/Association and shall constitute the entire agreement between the parties until superseded by a new agreement or amended through mutual agreement by said parties.
- B. With the adoption of this agreement, all activities and interpretations covered under past practice are null and void.
- C. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this agreement as provided in that Act. This clause is included in this agreement because it is legally required by state law.

## ARTICLE V – LEAVES OF ABSENCE

### A. LEAVE DAYS

- 1. Full time teachers will be advanced ten (10) paid leave days on the first teacher contract day each school year. Leave time is earned throughout the school year, and teachers who leave employment with the district before working a full school year with a deficit in their leave time will have their last paycheck reduced to reflect the advanced paid leave days used but not yet earned. Part time teachers will be advanced and earn a prorated amount of paid leave time based on their full-time-equivalent status. Paid days are to be used for personal illness, illness of a spouse, child or parent, spouse's parent, or any other household member. They may also be used for disability, emergency leave, or personal business.
  - a. Emergency leave shall be defined as an unplanned event that requires immediate attention and creating an absence from work. This does not include travel delays returning from a vacation or holiday.
- 2. Procedures for using leave days
  - a. Notification of a pending absence for personal business shall be made to the building principal at least 48 hours prior to the absence. A teacher absence form shall be completed at the time of the request.
  - b. For emergency leave and illness, teachers shall call at least 1-½ hours before the scheduled start of instruction. Upon return from leave, each teacher shall complete a teacher absence form and submit it to his/her administrator.
- 3. Limits on leave privileges
  - a. If a teacher is late in notifying the designated person about an absence three (3) times within a school year, a per diem (1 hour) deduction of pay shall be made.
  - b. No more than three (3) consecutive leave days shall be used for personal business without the approval of the superintendent.

4. Leave days shall not be used for extensions of vacations. However, a teacher with at least one hundred (100) accumulated leave days may request a one (1) day extension to one vacation period per school year. The request must be presented to and approved by the Superintendent prior to the vacation.
5. Leaves without pay will not be approved unless they are covered by the short or long term leave provisions of this agreement. However, a teacher may request a leave without pay of no more than 5 days once every 5 years.
6. Employee is responsible for payment of their insurance premium during this leave period when they are not receiving any pay to cover their insurance deduction.

#### B. LEAVE BANK

1. A leave bank, having been established by contributions of two (2) days per teacher, over several years shall accumulate to a maximum of 400 days. When the Bank has been reduced to 200 days, each teacher will be required to donate one (1) day to the Leave Bank.
2. Newly hired teachers shall contribute two (2) of their leave days to the leave bank during their first year of employment in addition to any days that are deducted because the bank falls below 200 days.
3. The Association shall be notified, in writing, of the total number of days in the Leave Bank at the beginning of each school year.
4. At the discretion of the Association, days from the Leave Bank may be allocated upon written request of a teacher. The Association shall notify the superintendent or a designee of the approved use of the Leave Bank.
5. No time may be drawn on the Leave Bank until the teacher has exhausted his/her own leave days.

#### C. PROFESSIONAL LEAVE

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

#### D. LONG TERM UNPAID LEAVES

1. Education Leave

- a. The Board may grant, upon request of a teacher, a leave of absence without pay, for the purpose of educational advancement.

2. Returning From Long Term Leave

- a. The employee who is on a leave shall be presumed to be returning.
- b. Said employee must, however, notify the Board not later than April 1 of the intent to return or a replacement will be hired.
- c. Said employees may return at any time during the school year only in the event there is a vacancy which said teacher is qualified to fill.

3. Other

- a. The Board may grant, upon request of a teacher, a leave of absence for any reason.
- b. Said leave shall not exceed one year unless extended by the Board.
- c. Such leave shall be from the school system and not from a specific position.

4. The employee may purchase group health insurance at his/her own expense while on a long term unpaid leave.

E. SHORT TERM UNPAID LEAVES

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

F. FAMILY AND MEDICAL LEAVES

1. Upon request, and in compliance with the law and board policy, the employer shall grant leaves pursuant to the Family and Medical Leave Act.

G. ASSOCIATION LEAVE

1. At the beginning of each school year, the Association shall be credited with a total of five (5) days to be used for Association business.
2. The Association agrees to pay the substitute teacher costs for these days.
3. Unused Association leave days shall not accrue year-to-year.

H. JURY DUTY

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

**ARTICLE VI – TEACHING CONDITIONS**

A. CLASS SIZE

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

B. VOLUNTARY TRANSFER REQUESTS

1. A teacher seeking a voluntary transfer should put the request in writing specifying the school, grade, subject/position sought. The teacher will furnish copies to the building principal, superintendent and union president.

C. MENTOR TEACHER

1. A mentor will be assigned to teachers during their first three (3) years of classroom teaching employment under regulations of P.A. 335.
2. Each eligible bargaining unit member shall be assigned a mentor teacher through collaboration of the Association and administration. An Association representative and the building principal will meet and determine mentor assignments. The mentor teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
3. Mentor job description
  - a. Assist the probationary teacher in learning and adapting to policies and procedures of his/her building and the district.

- b. Assist the probationary teacher in making the transition from academia to “real world” education in the following manner:
    - 1) Meet with the probationer at the beginning of employment or at the probationer’s first day of work on site and monthly thereafter as a minimum. The principal may suggest topics to be discussed.
    - 2) Assist the probationary teacher in record keeping, lesson plans, curriculum, adaptation, instructional methodologies, and use of instructional materials.
    - 3) Offer advice, encouragement, support, and positive criticism.
    - 4) Offer guidance in contract procedures.
    - 5) Assist the probationary teacher in identifying areas of strength and correcting problems and weaknesses.
  - c. The mentor will submit a list of the monthly meeting dates with the mentee and the topics discussed to the building principal. Also, the mentor will submit a list of the dates and times of the classroom observation to the building principal by April 30<sup>th</sup>.
4. Level I Mentor – any teacher assigned to a mentee during that mentee’s first-ever year of teaching. Compensation will be **\$1,027 dollars** and responsibilities will include:
- a. Attend district and building information sessions.
  - b. Complete nine (9) hours beyond the regular work day of one on one planning with the mentee. Five (5) of these hours are to be completed during the first semester (not all in the same month) and the remaining four (4) hours are to be completed during the second semester (not all in the same month).
  - c. Complete at least twelve (12) hours of additional professional development with the mentee. Cost of this training will be the responsibility of the board. The professional development program will be developed by the building principal, mentor, and mentee.
  - d. Observe the mentee teacher one (1) full class period two (2) times per semester and provide feedback to the mentee throughout each semester.
5. Level II Mentor – any teacher assigned to a mentee in the mentee’s 2<sup>nd</sup> or 3<sup>rd</sup> year of teaching of their teaching career, or any teacher assigned to mentor a first year Marcellus teacher who was mentored or tenured in another Michigan school district. Any teacher mentoring under Level II will be compensated in the amount of **\$514 dollars** and responsibilities include:
- a. Complete nine (9) hours beyond the regular work day of one on one planning with the mentee. Five (5) of these hours are to be completed during the first semester (not all in the same month) and the remaining four (4) hours are to be completed during the second semester (not all in the same month).
  - b. Observe the mentee teacher one (1) full class period two (2) times per semester and provide feedback to the mentee throughout each semester.
6. Payment Schedule
- a. Payment to mentors will be made for each teacher they mentor.

- b. Mentors being hired before or during the first grading period will receive full pay, hired during the second grading period shall receive seventy-five percent (75%) salary, hired during the third grading period will receive fifty percent (50%) salary, and if hired during the last marking period, shall receive twenty-five percent (25%) of the salary.
- c. Mentors relinquishing their duties during the first grading period shall receive no compensation. If mentors relinquish duties during the second marking, period they will receive twenty-five percent (25%) of the salary, if relinquished during the third marking period, fifty percent (50%) is earned, while relinquishing duties during the fourth grading period results in payment of seventy-five percent (75%) of the salary.

D. USE OF PLANNING PERIOD FOR SUBSTITUTING

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

E. WORK DAY

- 1. The work day shall be seven (7) hours and thirty (30) minutes inclusive of the lunch period. Teachers shall not leave prior to the dismissal of their students. On Fridays and days preceding holidays or vacations, teachers shall be free to leave after students have been dismissed. However, no one shall leave prior to dismissal of students from their building.
- 2. Teachers will be consulted before a decision is made concerning the beginning and ending time of the school work day.
- 3. Teachers shall be in their classrooms or at their door in the hallway at the time students are officially allowed into the building, unless otherwise approved by the building principal.

4. The work day shall be extended only as provided in this agreement and for conferences with students or parents. Such conferences shall be at a mutually agreed time (teacher-administrator) if they are to be held beyond the confines of the established reporting or dismissal time. Teachers must agree to a time for such a conference.
5. The parties acknowledge their obligation to comply with any state mandated minimum hours and/ or days of pupil instruction. Modification in the present work day may become necessary to meet state required minimums. The Association agrees that it will make these modifications when necessary and the Board agrees that any modifications in the work day will be resolved with the Association prior to implementation.

F. WORK YEAR

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

G. STAFF MEETINGS

1. Staff meetings outside the normal work day are mandatory except by prior arrangement with the building principal. Meetings shall not be held more often than ten (10) times each school year unless mutually agreed upon by the principal and the Association. Teachers missing a meeting for any reason will make up the meeting as directed by the building principal.
2. Teacher participation in meetings in excess of thirteen (13) , or which exceed sixty (60) minutes outside the normal work day, shall be on a voluntary basis.
3. Generally, at least ten meetings will be scheduled at the beginning of the school year. At their discretion, principals may schedule up to three additional, mandatory staff meetings. The administrator shall discuss the time and day for the meetings with the staff prior to setting the meeting schedule. For any staff meetings that have not been previously scheduled, at least one week's notice will be provided unless agreed to by administration and teachers.
4. Teachers who have responsibility for extra-curricular activities must schedule practices at a time other than during staff meetings.

H. TEACHER PREPARATION TIME

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

I. DUTY FREE LUNCH

1. Each teacher shall be guaranteed a duty-free lunch period of no less than thirty (30) consecutive minutes.



2. For a smoother operation of a building lunch program, the teachers of any building may by majority vote and principal approval change the rule above.

J. STUDENT VIOLATIONS

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

**ARTICLE VII I – TEACHERS’ LOUNGE**

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

**ARTICLE VIII – NO STRIKE CLAUSE**

- A. Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Association agrees that no work stoppage will be condoned, authorized, or undertaken by its members within the life of this contract.

**ARTICLE IX – GRIEVANCE PROCEDURE**

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

B. LEVEL ONE

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

C. LEVEL TWO

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



#### D. LEVEL THREE

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

#### E. LEVEL FOUR

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

#### F. LEVEL FIVE

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

#### G. LEVEL SIX

1. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. Introduction to arbitration must be within fifteen (15) school days after receipt of the Board's disposition. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration any ground or to rely on any evidence not previously disclosed.
2. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

#### H. GENERAL PROCEDURES

1. The fees and expenses of the arbitrator shall be paid by the non-prevailing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

2. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties.
3. Should either party, or their agents, not abide by the time limits set forth in the grievance procedure, the grievance shall be conceded and the other party's position shall stand.
4. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
5. The Association may, at any time, withdraw a grievance, without prejudice, by written notification to the Superintendent.
6. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, to decide any issue not constituting a grievance, or decide any issue which is a prohibited subject of bargaining.

## **ARTICLE X CURRICULUM COMMITTEES**

### **A. CURRICULUM**

1. District Curriculum Coordinator (DCC) shall be selected by the Superintendent.
2. District chair positions in curricular areas of math, language arts, science, social studies, and the arts will be selected by building principal.
3. Continuous improvement of the curriculum will be facilitated and monitored by the District Curriculum Coordinator and building principals.
4. Curriculum will be completed in the following manner:
  - a. Curriculum meetings will be scheduled by District Curriculum Coordinator to include principals, chairs, and teachers.
  - b. Meetings can be held before, during, or after school. Meetings occurring after school, following a regularly scheduled school day, shall not exceed two (2) hours.
  - c. It is understood that the curriculum must be completed (aligned, revised, and updated) and that cooperation between DCC, chairs, principals and teachers must occur in order to complete district curriculum work which includes all curriculum tasks as determined by DCC, chairs, and principals.
5. The Board will provide professional development days/hours consistent with Michigan law.

## **ARTICLE XI – MISCELLANEOUS**

### **A. STUDENT REASONABLE ACCOMMODATION**

1. When delivery of related school health services such as clean intermittent catheterization, suctioning, tracheotomy, and similar procedures are necessary to maintain a student in a regular classroom, such services shall be performed by an aide or other qualified personnel other than a regular classroom teacher. Teachers will be provided appropriate training before they will be required to deliver related school health services, except in emergency circumstances. No special education teacher will be required to provide such related school health services when they are supervising six (6) or more students. Special education teachers will not be required to deliver related health services assistance and shall designate the training to be given to affected staff.
2. Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to provide input to the IEP team for said students.
3. The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student.

**B. PROFESSIONAL DEVELOPMENT**

1. Teachers will provide input on topics/issues needed for potential professional development scheduled during the school year.

**ARTICLE XII – EMPLOYEE AND ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. Employees shall have the right to use school buildings at all reasonable hours outside working hours, for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day or until 6:00 p.m.
- B. Employees shall have the right to use school facilities and equipment, including typewriters, duplicating equipment, computers, etc., for Association business. They shall pay for the customary, reasonable cost of materials and supplies.
- C. The Association shall have the right to post notices of activities relating to official Association business on teacher bulletin boards. The Association may use the teacher mailboxes for communication to teachers.

**D. ASSOCIATION MEMBERSHIP**

1. Association Responsibilities – The Association agrees that it will cooperate with the Board in enforcing the work standards, schedules, rules and regulations of this Agreement and will not engage in nor encourage concerted action of any type against the Board which would be in violation of this Agreement or in violation of the laws or statutes of the State of Michigan.

**E. COMPLAINT PROCEDURE**

1. In the event a teacher wishes to register a complaint which is not subject to the grievance procedure, or is not a prohibited subject of bargaining, the complaint procedure will be as follows:

- a. The complaint should first be discussed with the supervising principal or superintendent, whichever is appropriate, and not with other persons until the remedies and steps herein set forth have been used. If the complaint involves other persons, the principal may schedule a conference between the complainant and the other party or parties.
- b. In the event the complaint is not satisfactorily resolved in Step 1, the complaint may be reduced to writing within ten (10) school days of the principal-teacher conference and submitted to the superintendent. The superintendent will schedule a conference with the teacher within five (5) school days for a discussion of the complaint and give a decision in writing within three (3) school days thereafter.
- c. In the event the complaint is not satisfactorily resolved in Step 2, the complaint as submitted to the superintendent may be submitted to the Board of Education. The complaint will be scheduled to be heard during the public hearing portion of the next meeting of the Board. The action of the Board shall be final.

### **ARTICLE XIII – TEACHER PROTECTION**

#### **A. ASSAULT OR DESTRUCTION OF PROPERTY**

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

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

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

#### **D. HARASSMENT**

1. If situations occur where teachers are being subjected to acts of violence, attacks by students resulting in damage to their homes and property, or general harassment, all of which affect the well-being and mental states of both the teacher and members of their immediate families so that they feel they cannot live comfortable lives and carry out normal activities without fear of

continuous assaults, the Board or its representatives will make reasonable effort, cooperating with local law enforcement agencies, to apprehend the guilty parties and will take appropriate action to the extent the law allows.

#### ARTICLE XIV – SENIORITY

- A. There will be one seniority list maintained on a district-wide basis. This list will be circulated at the beginning of the school year to all teachers, including those on layoff or on leave. The list will include years of experience and the assigned compensation lane. Each teacher will be expected to review his or her own credentials and make known any error to the superintendent within twenty (20) work days.
- B. Seniority is defined as length of continuous service within the district from the date of the teacher's first contract.
1. It is agreed by both the board of Education and the Marcellus Education Association that Article XIV, Section B of the Master Agreement shall be interpreted to mean that seniority will be accrued only in the years in which a teacher is actively employed by the Marcellus Community Schools.
  2. Any teacher who takes a leave of absence of one or more full years for whatever reason, shall maintain the seniority she/he gained prior to her/his leave but shall not accrue seniority during the years of her/his leave of absence.
  3. A teacher who resigns her/his position with the Marcellus Community Schools shall lose all previously accrued seniority in the event that teacher is rehired by the Marcellus Board of Education.
  4. In exception to 3 above, when a bargaining unit member takes an administrative assignment within the district, the employee shall remain listed on the bargaining unit seniority list for one full calendar year after leaving the bargaining unit. After the calendar year expires, the employee shall be removed from the bargaining unit seniority list and seniority is lost.
  5. Former bargaining unit members accepting an administrative position within the district prior to January 1, 2006 and currently on the bargaining unit seniority list, shall remain on said list and retain seniority until they terminate their employment with the district. No additional bargaining unit seniority or steps shall accrue for these individuals while they are in administrative positions.
- C. In the event two (2) or more teachers have the same length of service within the district, seniority will go first to the teacher who has had the most teaching experience outside the district. Should the length of service both inside and outside the district be the same, then the teacher with the greater number of graduate hours will be granted higher seniority.
- D. Those teachers having a fifty (50%) percent or less contract will advance one-half (1/2) a year on the seniority list. Those teachers having more than a fifty (50%) percent contract will advance one (1) year on the seniority list.

## ARTICLE XV – DURATION

- A. This agreement shall become effective September 1, 2019 and shall remain in effect through the final pay period date of August 27, 2021 subject to the following provisions:
1. Any article or part thereof may be opened for negotiations at any time when both parties of this contract agree to said reopening.
  2. Any article or portion thereof may be reopened annually at the request of one of the parties of the contract. In the event no agreement is reached, the wording of the portion of the contract being considered shall remain the same as stated herein.
  3. Representatives from both parties shall when practical meet four times each year for the purpose of discussing, interpreting, and evaluating implementation of this contract. They shall also discuss proposed changes or additions which may be perceived to be needed.
  4. The parties agree to negotiate any bargainable item which may arise as a result of legislative or judicial action that was unforeseen by the parties at the time we entered into this agreement.
  5. Compensation is effective through August 27, 2021.

## ARTICLE XVI – COMPENSATION & FRINGE BENEFITS

### A. SALARIES

1. Teachers shall be paid salaries and wages in accordance with the salary schedule (Schedule A) and other applicable sections of this Article.
2. For each year of this contract, teachers previously employed by the district will advance one step on the salary schedule, unless they are already paid at the highest step.
3. For 2019-20, Salary Schedule A Steps 1- 5 will increase by 1.5% above the 2018-19 salary schedule.
4. For 2019-20, Salary Schedule A Steps 6 or higher will increase by .5% above the 2018-19 salary schedule.
5. Additionally, teachers may be eligible for an off-schedule stipend or % increase to the salary schedule if the conditions below are met. The stipends and salary schedule changes are conditional based on October Count Day pupil enrollment (FTE) figures.

#### **Year 2019-20**

If the 2019-20 foundation allowance is increased over the 2018-19 foundation allowance by \$180 or more AND the district's Fall 2019 FTE is equal to or increased over the 2018 Fall audited FTE count, an additional .5% shall be added to Steps 6 and higher on Salary Schedule A.

If the District's Fall 2019 FTE Count is at least ten (10) FTE higher than the Fall 2018 audited FTE Count, all teachers shall receive an off-schedule stipend of .5%

#### **Year 2020-21**

If the Fall 2020 FTE count is no less than the Fall 2019 FTE audited count AND the 2020-21 Foundation Allowance is above that of 2019-20, one (1) percent shall be added to Salary Schedule A.

6. Teachers shall be paid on a bi-weekly basis unless otherwise agreed between parties.
7. All payroll will be via direct deposit.
8. Any Association members receiving a “minimally effective” or “ineffective” rating on his or her evaluation for the current academic year shall not receive his or her vertical step increase for the following year.
7. The band director teaching position requires additional hours beyond the normal school day and that position earns \$4,279 in additional compensation as a result.

### B. INSURANCE BENEFITS

1. The employer shall pay the following annual amounts toward the total cost of the MESSA Pak A and Pak B medical premiums described below:



- a. \$ 6,685 for Single Subscribers
  - b. \$13,981 for Self and Spouse or Self and 1 Dependent
  - c. \$ 18,232 Family Subscribers
2. The annual paid amounts shall adjust annually beginning on January 1, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.
3. The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee.
4. The employee's premium contribution will be payroll deducted, in equal amounts from the employee's first two paychecks of each month through a qualified Section 125 Plan and, as such, will not be subject to withholding.
5. In the event an employee elects MESSA Pak C during open enrollment:
  - a. The employer's qualified Section 125 Plan shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.
  - b. Employees may contribute, through payroll deduction and electronic transfer additional money toward their HEQ HSA up to the maximum amounts allowed by federal law.
6. All other non-medical MESSA Pak A, Pak B, and Pak C benefits shall be paid by the employer at a rate of \$100 per employee FTE with each employee paying the difference in cost and contribution of the employer.
7. The Paks available are as follows:
  - a. PAK C Benefits (High-Deductible Medical Plan):
    - i. MESSA ABC Plan 1 \$1300 / \$2600
    - ii. MESSA Life Insurance and AD&D – \$10,000 / \$10,000
    - iii. MESSA/Delta Dental Plan – 90/10 Plan
    - iv. MESSA/Vision Service Plan – VSP 3
  - b. PAK A Benefits (PPO Medical Plan):
    - i. MESSA Choices – \$300/\$600; 10/20 RX
    - ii. MESSA Life Insurance and AD&D – \$10,000 / \$10,000
    - iii. MESSA/Delta Dental Plan – 90/10 Plan
    - iv. MESSA/Vision Service Plan – VSP 3
  - c. PAK B Benefits (Employees not electing Pak A or Pak C benefits shall receive the following Pak B benefits):



- i. A cash amount of \$6,600. Cash in lieu payments will be made in equal monthly amounts. The employee must show proof of affordable and adequate insurance coverage (under ACA) to Human Resources before any cash in lieu payment is released.
  - ii. MESSA Life Insurance and AD&D – \$10,000 / \$10,000
  - iii. MESSA/Delta Dental Plan – 90/10 Plan
  - iv. MESSA/Vision Service Plan – VSP 3
  
- 8. The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.
  
- 9. Exceptions
  - a. Said insurance allowance shall not be retroactive for employees contracting after September 1<sup>st</sup> to teach in the Marcellus Community Schools.
  - b. In the event a teacher terminates his/her teaching contract with the effective date before June 1<sup>st</sup>, insurance benefits shall terminate in the last month of employment.
  - c. A teacher whose contract is terminated by the Board or who is laid-off, shall have all pre-earned fringe benefits paid by the school district on a pro-rata basis. In addition, the teacher must pay all pre-funded employer contributions. These will be deducted from his/her final paycheck.
  - d. In the event a teacher requests and is granted a leave of absence without pay from either the Board or Superintendent, the employer's liability for said employee's insurance premiums shall terminate during the period of said leave.
  - e. Insurance allowances shall be prorated for employees not employed for a full school day.
  
- 10. The Board will continue to pay its portion of premiums for teachers who are absent but under contract to the school except as stipulated by (d) above.
  
- 11. Regularly employed part time employees will be allotted a pro-rated amount. Teachers entering the system during the year will only be allowed coverage from time of entrance until the following August 31.

C. STEP CREDIT FOR TEACHING EXPERIENCE

- 1. Full credit for years of teaching employment in accredited Michigan public schools (AdvancED or Department of Education) will be allowed following the receipt of the BA degree. No more than five (5) years employment credit for non-degree teaching employment will be given on the degree schedule hereinafter set forth.
- 2. Credit for previous teaching experience shall be given to a newly hired teacher to a maximum of five (5) years. The Board may grant up to seven (7) additional years at its discretion.

3. At the Superintendent's discretion experience may be allowed for work experience or training other than college if it is related to the instructional assignment.

D. LANE CREDIT FOR PROFESSIONAL ADVANCEMENT

1. Hours earned September 1, 1989 and after.
  - a. Bargaining unit members will be reimbursed \$50 per credit hour for the first eighteen hours beyond the BA. All hours beyond the BA+18 will be reimbursed at \$75 per credit hour for each course completed. The reimbursement will be processed upon receipt of proof of completion of the course or courses.
  - b. Courses must apply toward another educational degree or toward maintaining or acquiring certification or be deemed by the Superintendent to be beneficial to the teacher's field, their teaching assignment, or general academic improvement and must have prior approval of the Superintendent.
  - c. The Board's liability for the above reimbursement shall not exceed \$5,000 per year.
2. Hours earned prior to September 1, 1989.
  - a. Teachers with a bachelor's degree, provisional certificate and all course work requirements for the next highest Michigan certificate will be paid \$15 per semester hour but not more than \$345 total for every hour beyond those requirements up to a total of twenty (20) hours or master degree whichever comes first, providing the course work applies for an additional degree, or if not, has prior approval of the superintendent. The same applies to teachers with a life certificate and ten (10) hours beyond. The same applies to teachers with a permanent certificate or any equivalent certificate given by the State of Michigan.
  - b. Those that have an MA degree will receive \$10 per hour for every semester hour beyond the MA degree which is deemed by the Superintendent to be beneficial to their teaching assignment.
  - c. Should a Master's degree be obtained, the teacher shall go to the master's schedule.
  - d. Fully certified teachers with a bachelor's degree will be paid \$15 per semester hour for every hour earned beyond their requirements for certification until they reach the next vertical column on the salary schedule. Hours earned beyond that column will be paid at the rate of \$15 per semester hour for those with less than a Master's degree until reaching the MA or BA plus 30 hours column.
  - e. Those persons with a Master's degree, or who earn hours beyond the BA+30, will be paid at the rate of \$10 per semester hour.
  - f. All courses must be applied toward an additional degree, or be deemed by the Superintendent to be beneficial to the teacher's field, their teaching assignment, or general academic improvement.

3. Teachers' salaries will be revised upon presentation of proof of hours or degrees earned but shall not be retroactive, with pay being adjusted at the beginning of the following semester.

#### E. FURTHER PROFESSIONAL REQUIREMENTS

1. All teachers without a master's degree or 30 hours beyond a bachelor's degree shall obtain six (6) semester hours of college credit for every five (5) years they teach in the Marcellus Schools to be eligible for the next higher amount of the salary schedule. Additional college credits shall be reimbursed at the herein before set forth rate if they meet the stated requirements.
2. Experiences, which are educationally beneficial to the teacher and the school, may be substituted for the semester hour requirement. Said experiences shall not be reimbursable. Any such experience must be approved by the Superintendent and be deemed by the Superintendent to be beneficial to the school, the teacher's field, their teaching assignment, or general academic improvement.
3. Under school safety legislation MCL 380.1535a and MCL 380.1539b, employees have an obligation to and must immediately report to the Superintendent enumerated arraignments and convictions.

#### F. EXTRA TEACHING

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

#### G. EXTRA DUTY

1. Extra duty assignments will be posted as they arise.
2. Assignments will be made based strictly on the applicants' seniority and qualifications.
3. The following will be defined as extra duty assignments:
  - a. Cafeteria, Detention, Saturday School, Noon Supervision, Recess, Summer School and Homework Hour.
  - b. The rate of pay will be \$20.50 per hour or as agreed.

#### H. RETIREMENT BENEFITS

1. Any teacher hired prior to June 1<sup>st</sup> of 1999 and retiring after at least fifteen (15) years of teaching experience in the district who has more than twenty (20) days of unused accumulated leave days to his/her credit, excluding the communal teacher leave bank, shall receive \$60 per unused leave day up to 184 days. Any teacher hired prior to June 1, 1999 who has less than fifteen (15) years of service in the district but who has at least 20 years of teaching experience in total before retirement and more than 20 unused leave days accumulated shall receive \$60 per unused leave day up to 184 days.
2. Any teacher hired after June 1, 1999 retiring after at least fifteen (15) years of teaching experience in the district shall receive \$30 per unused leave day, up to 100 days.
3. Payments above \$1,000 shall be prorated over the four pay periods immediately following the last day of employment.
4. Any teacher with at least 15 years teaching experience in Marcellus notifying the superintendent of his/her retirement in writing prior to March 1<sup>st</sup> shall receive an additional \$1,000.

#### I. REIMBURSEMENT FOR TRAVEL EXPENSES

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

#### J. EXTRA-CURRICULAR

1. The Board of Education will pay for extra-curricular work only when an assignment is made for extra-curricular work. Inclusion of an extra-curricular position on the salary schedule does not obligate the Board to fill this position.
2. Although there is no tenure in extra-curricular positions, the person holding the position the previous year may be granted the assignment at the option of the Board or the Board's designee regardless of qualifications of other applicants. It is agreed that these positions are open each year and that posting is required only if the person holding the position in the previous year is terminated, resigns or the position is unfilled.
3. No non-certified person shall be hired for an extra-curricular position as long as there is a certified staff member who meets the Board's outline of qualifications provided that if he/she has previously occupied an extra-curricular position, he/she has satisfactorily fulfilled his/her obligations in that position.

4. Extra-curricular tasks are not to be done during paid teaching time unless approved by the building principal.
5. Other Positions
  - a. Yearbook Advisor\* \$831
  - b. Student Council \$1,098
  - c. National Honor Society \$1,098

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

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

#### K. MISCELLANEOUS PAYROLL DEDUCTIONS

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21st day of August, 2019.

MARCELLUS EDUCATION  
ASSOCIATION

BOARD OF EDUCATION  
MARCELLUS COMMUNITY SCHOOLS

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_

\_\_\_\_\_  
Vice President

\_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_

### Salary Schedule A

	BA	BA30/MA	MA12
1	34,235	36,873	37,659
2	35,516	38,206	38,991
3	36,798	39,538	40,324
4	38,079	40,871	41,657
5	38,973	41,788	42,566
6	40,800	43,767	44,494
7	42,627	45,747	46,058
8	44,454	47,725	48,352
9	46,281	49,705	50,280
10	48,108	51,684	52,209
11	49,326	53,156	54,340
12	50,544	55,643	56,472
13	51,763	57,623	58,604
14	52,981	59,602	60,735
15	54,199	61,581	62,867
16	54,402	61,784	63,070
17	54,605	61,936	63,273
18	54,808	62,292	63,476
19	55,011	62,495	63,679
20	55,214	62,698	63,882
21	55,417	62,901	64,085
22	55,620	63,104	64,288
23	55,823	63,307	64,491
24	56,026	63,510	64,694
25	56,229	63,713	64,897
26	56,432	63,916	65,100
27	56,635	64,119	65,303
28	56,838	64,322	65,506
29	57,041	64,525	65,709
30	57,244	64,728	65,912
31	57,447	64,931	66,115
32	57,650	65,134	66,318
33	57,853	65,337	66,521
34	58,056	65,540	66,724
35	58,259	65,743	66,927

## Marcellus Community School Calendar

## 2018-2019

Aug. 27, 28, 29	PD - All Staff - No Students		
Aug. 28	Open House	ES	4:30-6:00
Sept. 2	Labor Day - No School		
Sept. 3	First Student Day - Half Day for students	ES 11:07	M/HS 11:06 VS 10:50
Sept. 11	Open House	M/HS, VS	5:00-6:30
Oct. 8	Early Dismissal 1/2 Day (Curriculum)	ES 11:07	M/HS 11:06 VS 10:50
Nov. 1	EOM		
Nov 7	1/2 day -PARENT-TEACHER CONFERENCES		12:00-3:00 & 5:00-8:00pm
Nov. 8	PD- Full Day for Teachers- No Students		
Nov. 12	Early Dismissal 1/2 Day (Curriculum)		M/HS 11:06 VS 10:50
<b>Nov. 27-29</b>	<b>Thanksgiving Break - No School</b>		
<b>Dec. 23-Jan. 3</b>	<b>Christmas Break - No School</b>		
Jan. 14	Early Dismissal 1/2 Day (Curriculum)	ES 11:07	M/HS 11:06 VS 10:50
Jan. 22-24	High School Exams		
Jan. 24	Early Dismissal 1/2 Day (Records) EOM - 1/2 Day Students	ES 11:07	M/HS 11:06 VS 10:50
Feb. 11	Early Dismissal 1/2 Day (Curriculum)	ES 11:07	M/HS 11:06 VS 10:50
FEB. 20	1/2 day- PARENT TEACHER CONFERENCES	ALL	12:00- 3:00 & 4:30- 7:30
Feb. 21	PD- No school for students – <i>This date may be used to make up for excess snow days</i>	ALL	
<b>Feb. 24</b>	<b>Comp Day - No School –</b> <i>This date may be used to make up for excess snow days</i>	ALL	
Mar. 10	Early Dismissal 1/2 Day (Curriculum)	ES 11:07	M/HS 11:06 VS 10:50
Mar. 27	EOM		
<b>Apr. 3-10</b>	<b>Spring Break - No School</b>		
May 12	Early Dismissal 1/2 Day (Curriculum)	ES 11:07	M/HS 11:06 VS 10:50
May 25	Memorial Day - No School		
May 29	Seniors Last Day		
June 7	Graduation		
June 9-11	High School Exams		
June 11	Last Day - 1/2 Day Students - Checkout	ES 11:07	M/HS 11:06 VS 10:50



**APPENDIX A**  
**MARCELLUS COMMUNITY SCHOOLS**  
**Grievance Report Form**

Name of Grievant \_\_\_\_\_ Date filed with Supt. \_\_\_\_\_

Association assigned grievance number # \_\_\_\_\_ Date cause of grievance occurred \_\_\_\_\_

Specific statement of grievance with synopsis of facts:

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Section of Master Agreement alleged to have been violated:

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Relief sought:

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Date: \_\_\_\_\_ Signature of Grievant \_\_\_\_\_

Position of Association on this grievance:

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Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Principal's answer to grievance:

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*Index*

<i>Assault or Destruction of Property</i>	16
<i>Association Leave</i>	7
<i>Association Rights &amp; Responsibilities</i>	15
<i>Board of Education Rights</i>	4
<i>Building Use</i>	
<i>Bulletin Boards</i>	
<i>Calendar</i>	28
<i>Class Size</i>	8
<i>Compensation (Salaries &amp; Insurance)</i>	19
<i>Complaint Procedure</i>	15
<i>Course Reimbursement</i>	22
<i>Curriculum Committees</i>	14
<i>Duration</i>	18
<i>Emergency Manager</i>	
<i>Entire Agreement Clause</i>	5
<i>Extra Curricular</i>	
<i>Extra Duty</i>	23
<i>Extra Teaching</i>	23
<i>FMLA</i>	7
<i>Grievance Form</i>	29
<i>Grievance Procedure</i>	12
<i>Harassment</i>	16
<i>Jury Duty</i>	8
<i>Lane Credit for Professional Advancement</i>	22
<i>Leave Days</i>	5
<i>Leave Bank</i>	6
<i>Leave- Professional</i>	6
<i>Long Term Unpaid Leaves</i>	6
<i>Lunch- Duty Free</i>	11
<i>Lounge</i>	12
<i>Mentor Teacher</i>	8
<i>Miscellaneous</i>	14
<i>No Strike Clause</i>	12
<i>Non Bargaining Unit Employees</i>	4
<i>Payroll Deductions</i>	25
<i>Planning Period- use for substituting</i>	10
<i>Preparation (prep) Time</i>	11
<i>Professional Development</i>	15
<i>Professional Advancement</i>	22
<i>Professional Requirements</i>	23
<i>Reasonable Accommodations- student</i>	14
<i>Recognition</i>	3
<i>Retirement</i>	23
<i>Salary Schedule A</i>	27
<i>Seniority</i>	17
<i>Short Term Unpaid Leaves</i>	7
<i>Staff Meetings</i>	11

<i>Step Credit</i>	21
<i>Student Violations</i>	12
<i>Teaching Experience</i>	21
<i>Teacher Protection</i>	16
<i>Teacher Rights</i>	4
<i>Transfer Requests</i>	8
<i>Travel Expenses</i>	24
<i>Work Day</i>	
<i>Work Year</i>	11