

Master Contract

Between

Marion Board of Education

And

Marion Schools Education Association

~~**August 21, 2012—August 20, 2016**~~
August 21, 2015-August 20, 2018

Marion Public Schools
Marion, Michigan

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ARTICLE 1

RECOGNITION

- A. The term "Board" when used hereinafter shall include its officers and agents. The Board recognizes the Marion Schools Education Association as the sole and exclusive negotiation representative for all certified teaching personnel, whether under contract or on leave, excluding administrative and executive personnel (Superintendent, High School Principal, Assistant High School Principal/Athletic Director, Elementary Principal, and Student Services Coordinator).
- B. The term "Association" when used hereinafter shall refer to the Marion Schools Education Association and its agents. The term "teacher" when used hereinafter shall refer to certified teaching employees represented by the Association in the negotiating unit above defined, excluding adult education classes, on leave, per diem teachers and Federal subsidized summer school program.
- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement as defined in Section II of Act 379 Public Acts of 1965 as amended. Nothing contained herein shall be construed to restrict or deny any teacher of the Association, Board or School District any rights they may have under any law or constitutional provision of the State of Michigan or the United States of America.

ARTICLE 2

BOARD 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 the United States, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States
- B. It is agreed that the Board retains the right to establish and enforce programs, means and methods of instruction, textbooks and materials used for instruction, and the transfer, promotion, or demotion, discipline or dismissal of all personnel including hours of instruction, duties, and responsibilities, and the hiring and placement of personnel as provided by law.

ARTICLE 3

TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that teachers shall have the right to organize, join and support the Association for the purpose of engaging in collective professional negotiations and other lawful activities. The Board agrees to grant to any teacher enjoyment of any rights conferred by Act 379; that it will not discriminate against teachers with respect to hours, salary, terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association including collective professional negotiations with the Board, or his/her institution of any grievance, with respect to any terms or conditions of employment under the specific terms of this Agreement. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan Revised School Code or other applicable laws or regulations.
- B. The Association may use school buildings for meetings in accordance with Board policies provided that when special custodial service is required, the Board may make a reasonable charge. Supplies in connection with such equipment use will be furnished or paid for by the Association. Request for meetings must be in writing and be approved in advance by the building principal.
- C. The Board shall make available in each school adequate restroom facilities exclusively for staff use, and at least one (1) appropriately furnished room which shall be reserved for use as a faculty workroom if this room is not adjoined to the restroom facilities, the Board shall make a reasonable attempt to install a wash basin in it. The primary use of the room is for instructional staff both during school hours and non-school hours.
- D. The Board shall provide members of the bargaining unit with ready access to a telephone in a private area.
- E. Duly authorized representative of the Association shall have the right to transact official Association business on school property with the permission of the Principal of the building provided this shall not interfere with or interrupt normal school operation.
- F. No Association positions on matters relating to supervisor-teacher or Board-Association relationship shall be discussed in the presence of students.
- G. No teacher shall be reprimanded, disciplined, discharged, reduced in compensation, or deprived of any professional and/or contractual advantage ~~without just cause for reasons that are arbitrary or capricious. Teachers shall be entitled to full rights of citizenship and the exercising of such rights shall not be grounds for discipline or prejudice with respect to professional employment of such teacher. For probationary teachers only, discharge will not be subject to grievance or arbitration.~~
- H. A teacher's personnel file shall constitute his/her full and complete record of employment, and ~~nothing is to be added to his/her file without prompt notification to the teacher at the time of the inclusion of any disciplinary or adverse material. And the~~

teacher shall have all rights related to the content of his/her personnel file as confirmed by the Revised School Code and the Bullard-Plawecki Employee Right To Know Act. The teacher shall have the right of review of this file, including such items as letters of recommendation or confidential university or college placement credentials. A representative of the Association may, at the teacher's request, accompany the teacher in his/her review.

I. The Board will promptly notify the teacher with respect to whom a Freedom of Information Act (PA 442 of 1976) demand is made and will follow up with written confirmation by mailing a copy of the FOIA request to the teacher's address of record. ~~In addition, the Board will promptly notify the school's legal counsel of the nature of the demand and the content of the file in question. Information will be released (or not) in accordance with the advice of the school's legal counsel.~~

J. Building principals or administrative personnel may wish to maintain a log into which various infractions or violations may be recorded in order to establish, if need be, the time, date and nature of the observed incident. The teacher shall be informed at the time such items are recorded. Such a recording in itself does not constitute part of the personnel file nor is it in itself considered a reprimand.

~~Should the administrator decide that the teacher has failed to correct the observed problem by not demonstrating a positive response, the administrator may base the official reprimand on the log records, however, the administrator must:~~

- ~~1. Inform the teacher of the infraction;~~
- ~~2. Give the teacher a copy of the reprimand;~~
- ~~3. Allow the teacher to respond if he/she so desires; and~~
- ~~4. File the complaint together with the teacher's response, if any, in the employee's personnel file.~~

K. The Board specifically recognizes the right of the Association, on behalf of its teachers to appropriately invoke the assistance of the Michigan Employment Relations Commission or a mediator from that agency. No teacher shall be enjoined from exhibiting identification of membership in the Association either on or off the school premises. Identification shall be limited to pins and emblems on school premises or when a teacher is involved in school related activities.

L. The Board will consult with the Association President on new tax programs, construction programs or major revisions of instructional educational policies which are under consideration and the Association shall be given the opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. Decisions of the Board shall be final.

M. One copy of the minutes and agenda of the board of Education meetings and one copy of the expenditure report will be given to the President of the Marion Schools Education Association at the same time the packets are distributed to the Board of Education members.

ARTICLE 4

PROFESSIONAL QUALIFICATIONS

Employment of teachers by the Board shall be in conformance with the certification requirements of the Michigan Department of Education, and any requirement mandated by State or Federal law or regulation. Once hired, it is the responsibility of the teacher to be properly certified, and meet all qualifications of his/her position. The State law (e.g. the Revised School Code, Michigan Department of Education rules, etc.) governing certification shall be controlling. It is the responsibility of the teacher to provide the Board with an original of his/her certificate properly executed including all valid endorsements. Determinations of certification and qualifications shall be based upon the documentation on file with the Board at the time a decision is made.

ARTICLE 5

MAINTENANCE OF STANDARDS

This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed, unless just cause exists to do so.

ARTICLE 6 *(Under Legal Review)*

VACANCIES AND TRANSFERS

- A. When a vacancy occurs in a bargaining unit position, ***the district shall make a reasonable effort to fill the position*** ~~it shall first be filled~~ by recall of a teacher laid off from this school District ~~as provided in Article 7 Lay-off and Recall.~~
- B. ~~If there is no teacher on lay-off from the District certified for the vacancy, the Superintendent shall promptly post a notice in the teachers' workrooms, in the principals' offices and Superintendent's office for not less than ten (10) days before the position is filled. For purposes of this agreement, the term "qualified" shall mean that the teacher must meet any requirement mandated by State or Federal law or regulation to perform the assigned duties.~~
- C. A teacher may apply for any position for which he/she is qualified. ~~The Administration shall give due weight to professional background including seniority and attainments of all applicants, area of specialization, and any other relevant factors.~~
- D. ~~Notice of vacancies during the summer months shall be E-mailed to all teachers by June 1 or within three (3) business days of the date notice of the vacancy is received by the Administration, whichever is the later time period. A request for transfer to such vacancy shall be made in writing to the Superintendent.~~
- E. The Administration shall inform employee applicants, if any, when the position has been filled.

- F. ~~In making involuntary transfers, the Board recognizes it is desirable to consider the interests and aspirations of its teachers. Involuntary transfers of assignments (including change of grade, class, or subject) may be made in emergency situations or for valid administrative reasons. Such transfers shall not be for disciplinary, arbitrary, or capricious reasons. There will be an opportunity for the Administration will make a reasonable effort and the Association to meet with the Association and confer before final decisions regarding transfers are made.~~
- G. *Teachers subject to involuntary transfer will be accommodated by the district providing the teacher the appropriate and necessary materials for the new position.*

~~Changes for any school year must be completed by July 1, except as necessitated by later vacancies, a major change in enrollment, financial status of the District, or when the situation is declared to be an emergency by both the Board and the Association.~~

ARTICLE 7 (~~Under Legal Review~~)

LAY OFF AND RECALL
NECESSARY REDUCTION OF PERSONNEL

- A. The Board, realizing that education, curriculum, and the staff to a large degree depend upon the financial resources available to the Board as provided by the public and State of Michigan, and in accordance with this realization, understands that in some instances it may be economically necessary to reduce the educational programs, curriculum, and staff when funds are not available.

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational programs and curriculum when economic necessity dictates. ~~The Board will provide the Association has the right to request with a budget summary and/or any documents used to rationalize the reduction in staff as presented to the Board. , and the Association will have fifteen (15) calendar days to provide the Board with recommendations for reducing teaching staff and/or other measures which would help meet the financial crisis. The Board agrees to fully consider the Association's proposals before making its decisions.~~

- B. In order to promote an orderly reduction in personnel in the event the educational programmed curriculum is curtailed, seniority shall be defined as continuous years of service in the Bargaining Unit dating from the first date of work. Periods of time spent on leaves of absence, not to exceed one calendar year, shall not constitute a break in service, and seniority shall be deemed to accrue during such periods. Additional leaves may be granted by the Board on a case-by-case basis, but will not accrue seniority. Credit for experience in outside school Districts, for purposes of determining seniority, shall not apply.
- C. Certification is as approved by the Department of Education of the State of Michigan.
- D. *The District shall make a reasonable effort to notify the teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified in writing of lay-off within 30 days of Board action said reductions.*

- E. ~~A teacher notified of lay-off (full or partial) shall have the right to replace another member of the Bargaining Unit if the teacher of greater seniority is qualified for the position occupied by the less senior teacher.~~
- F. ~~Teachers subject to lay-off shall be notified in writing sixty (60) days prior to the end of the fiscal school year. In the event of an adverse change in economic conditions, lay-offs may take place during the school year. In the event of a mid-year lay-off, notice shall be provided sixty (60) calendar days prior to the effective date of the lay-off. However, in the event of a mid-year lay-off caused by a financial emergency, notice shall be provided forty-five (45) days prior to the effective date of the lay-off.~~
- G. ~~In the event a lay-off becomes necessary, the Board and/or *his/her designee will make a reasonable effort to* Association will meet *with the Association* to discuss implementing the above named procedure *necessary reduction of personnel*. Teachers shall be recalled in inverse order of lay-off for openings for which they are qualified.~~
- H. ~~A teacher, who at the time of recall has taken another position, may be considered to have abandoned recall rights if notice of intent to return has not been given in writing within ten (10) days of receipt of the recall notice by certified mail.~~
- I. ~~Reduction of a position by the Board from full to part time shall be considered a partial lay-off and remaining in the reduced position shall not affect the teacher's right of recall to a full time position.~~
- J. The current seniority list, mutually agreed upon by the Board and Association, follows this Article. It contains the names of all members of the bargaining unit who are actively employed, on leave, or on lay-off and his/her date of hire. This list is part of the Agreement. A teacher granted a leave of absence by the Board or laid off shall accrue seniority with the leave or lay-off, but not to exceed two (2) years per leave or lay-off. ~~Laid-off teachers will retain recall rights for a period of three (3) years from the date of layoff. The recall period may be extended for an additional three (3) years upon written notice to the district, provided written notice is postmarked prior to expiration of the initial three (3) year period.~~

ARTICLE 8

CONTINUITY OF OPERATION

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. The Association agrees that its officers, representatives, and members shall not strike during the life of the contract, nor will it aid or support any strike by any other employees of the District.

The Board and/or Association retain the right to ask for court injunctions.

- B. Nothing in this Agreement shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by health hazard or Act of God. When a school is closed due to the above conditions, the teachers assigned to the closed school building shall not be required to report for duty.
- C. Anytime school is interrupted for reasons other than weather, and days must be added to the calendar to operate the required number of days in session and minimum number of hours required by the state law to receive full state funding, the time that these days/hours are to be made up shall be by mutual agreement of the Board and the Association.

ARTICLE 9

TEACHER PROTECTION AND STUDENT DISCIPLINE

- A. Each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. Teachers also share with the Administration the responsibility for maintaining proper control and discipline in the building, on the school grounds, or at school related activities in which the teacher is involved. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in all situations where they are performing the function normally expected of a teacher. Teachers have the alternative of using any number of acceptable disciplinary practices. When a teacher believes it is necessary, a student may be referred to the office with a misconduct report by the end of the day which states the offense.
- B. Any case of employment-related assault upon a teacher shall be reported immediately to the Board through the Superintendent by the teacher. If the teacher requires legal counsel, the Board shall:
1. Provide legal counsel to advise the teacher of his/her rights and obligations in connection with handling of the incident by law enforcement and judicial authorities and indemnify the teacher to the extent allowed by law, if the teacher was engaged in a school activity and acting within the scope of the teacher's authority.

2. Reimburse a teacher who, without fault on his/her part, suffers loss, damage, or destruction of clothing or personal property while in the performance of his/her regular duties, assigned extra-curricular duties and as a result of the performance of those duties. Time lost by a teacher in connection with any incident mentioned in this Article, not covered under Worker's compensation, shall in no way be charged against the teacher, if the teacher was engaged in a school activity and acting within the scope of the teacher's authority.
- C. Any request by a parent for a conference with a teacher shall be called promptly to the attention of the teacher by the person receiving the request and, if possible, reasons for the conference identified.
- D. The Board recognizes that public airing of complaints about teachers has the potential to harm the teacher's reputation, and fundamental fairness dictates that teachers have an opportunity to respond to citizen, parent, or student complaints that are brought before the Board. The Michigan Open Meetings Act allows the Board to meet in closed session to hear complaints brought against a public employee if the named person requests a closed hearing. Accordingly, if public complaints are made about a particular teacher, the Board will:
1. Notify the complainant that the teacher has the right to request that the complaint be heard in closed session; and
 2. Offer to schedule a closed session for airing of the complaint.

Board members shall not publicly discuss the merits of any such complaint without first affording the teacher an opportunity to reply to the complaint. Should a hearing take place which requires testimony, the teacher shall have the right to be present, be represented, or accompanied by a representative of his/her choice. The teacher may request hearings on any such issue of personnel/complaint matters to be held in closed session pursuant to the Open Meetings Act.

ARTICLE 10 *(Under Legal Review)*

EVALUATION and TEACHER MENTORS

- A. Teacher Evaluation policy shall be governed by applicable state and federal laws including but not limited to the Revised School Code MCL 380.1248 and MCL 380.1249***
- B. A Mentor Teacher shall provide professional support, instruction and guidance to a teacher who is required to have a mentor (Mentee) under Section 1526 of the Revised School Code. The purpose of the Mentor assignment is to provide an experienced colleague who can offer assistance, resources, information, and a voice of experience and insight.***
- C. A Mentor Teacher must be an experienced educator who demonstrates instructional expertise, ability to work well with colleagues, continuous learning and preparation, and is skilled at providing instructional support.***
- D. The Mentor/Mentee match is to provide necessary assistance to foster high quality instruction and as such, the Board and Association agree the relationship shall not, in any manner, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither***

the Mentor Teacher nor the Mentee shall be required nor permitted to participate in any matter related to the evaluation of the other.

- E. The Mentor Teacher shall be available to provide professional support, guidance, and instruction to the mentee.*
- F. Qualified bargaining unit members will have priority for allocation of this work.*
- G. Mentees will be matched with a Mentor Teacher by September 15 annually.*
- H. The Mentor Teacher assignment shall be for one (1) school year, subject to renewal upon agreement by the Mentor Teacher, the Mentee, and the Administration. The match will be reviewed by January 30 annually.*
- I. Assignment as a Mentor Teacher will be voluntary and will be regarded as an extra duty position.*
- J. The Mentor Teacher shall be compensated according to Schedule B, set forth in this agreement.*
- K. Upon joint request of the Mentor Teacher and Mentee, the building administrator may approve release time for purposes of the Mentor Teacher to visit the classroom of the Mentee or for the Mentee to visit the classroom of the Mentor Teacher. Whenever possible, the Mentor Teacher and Mentee shall be assigned common preparation time.*
- L. The Mentor Teacher shall assist the Mentee in planning to attend appropriate professional development activities.*
- M. Mentor Teachers are expected to perform the following duties:*
 - a. Spend approximately sixty (60) minutes of planned time with the assigned Mentee twice a month. Planned time meetings should be kept to a maximum of seven (7) hours per semester unless additional time is requested by the building administrator.*
 - b. Document all dates of conferences, personal contacts, and classroom visits with the Mentee in a log that is to be provided to the building administrator at the end of the school year.*
 - c. Suggest current research or otherwise provide insight and suggestions for improving instruction in both the Mentee's subject area and in classroom management strategies.*
 - d. At least one (1) planned classroom visit conducted during the year.*

~~A. The performance of all teachers shall be evaluated in writing. At the beginning of the school year each teacher shall be presented with a copy of the evaluation instrument. Evaluations shall be by personal observation in the classroom or school setting, conducted by the teacher's building principal, or in extenuating circumstances, the Superintendent.~~

~~B. All monitoring or observation of the work of a teacher shall be conducted in person and with the full knowledge of the teacher. In no event shall an observation for the purpose of evaluation be for less than thirty (30) minutes or the full length of any class period which meets for less than thirty (30) minutes. Certain performance deficiencies observable on a day-to-day basis (e.g. punctuality, relationships with parents and staff, attendance at required meetings, and submission of required documents, etc.) may be included in the evaluation instead of being addressed by disciplinary action.~~

~~C. First year teachers shall have an informal observation by the building principal prior to the first evaluation.~~

- ~~D. The Employer will provide one (1) formal appropriate evaluation process for non-tenure and tenure teachers being evaluated during the school year. Tenured teachers shall be evaluated a minimum of once every three (3) years. This process will include an evaluation orientation meeting to be scheduled on or before the first school day in November. A minimum of two (2) formal observations preceded by a pre-conference will be included. Post-conferences will be scheduled within ten (10) school days after each formal observation. A discussion of the observation, as well as goal setting, will take place during the pre and post conference as well as during the orientation meeting. This process does not preclude requirements of the Michigan Tenure Law. In the absence of an evaluation in any given year or one not completed on or before the designated date, the work performance of the teacher shall be deemed to be satisfactory for that given year.~~
- ~~E. Each teacher being evaluated will declare on their evaluation form whether they want their evaluation discussed by the Board in open or closed session. Each teacher will receive notification at least ten (10) days before their evaluation is presented to the Board.~~
- ~~F. The criteria for evaluation of a teacher's performance shall be limited to the:~~
- ~~1. Knowledge of and ability to communicate the subject matter.~~
 - ~~2. Techniques of instruction and adherence to the curriculum guide.~~
 - ~~3. Classroom management.~~
 - ~~4. Relationships with pupils, parents and professional colleagues. When involved in school activities, teachers shall conduct themselves in a professional and mature manner which will present a good example to the students.~~
 - ~~5. Compliance with the established rules, regulations and policies of the school District which are not in conflict with the provisions of this Agreement. The rules and regulations of the Board are to be provided to each staff member and the Association is to be provided with two (2) copies.~~
- ~~G. All evaluations shall be in writing and a copy given to the teacher within ten (10) school days after the observation(s). The evaluator shall hold a conference with the teacher and the teacher is to sign the evaluation showing he/she has seen the instrument. Such signature shall not be a sign of either approval or disapproval of the evaluation. If the teacher disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If an administrator believes a teacher is doing unsatisfactory work, the reasons therefore shall be set forth in specific terms, as shall identification of the specific ways in which the teacher is to improve and of the reasonable assistance to be given by the administrator.~~
- ~~H. When any teacher is supervised by more than one administrator, each administrator shall evaluate the teacher with the procedure described above. Should a teacher feel an observation selected by an administrator does not provide a fair assessment of his/her performance for~~

~~whatever reason, he/she may select the period of time within one (1) week if possible, for an additional observation. The administrator shall take this second observation into consideration when writing the final evaluation.~~

- ~~I. The Board and Association recognizes that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment, and that the teacher alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom.~~
- ~~J. No later than March 31st of each year, or at such other time as is required by law, the final written evaluation report, including the appropriate recommendations, will be furnished by the administrator to the Superintendent for each teacher who has been evaluated. A copy shall be furnished to the teacher. The report shall not contain any information not previously provided to and discussed with the teacher.~~
- ~~K. Recommendations for non-tenured teachers shall be continued probation, tenure, or dismissal. Recommendations for tenured teachers shall be continued employment or dismissal. In the event the administrator or Superintendent recommends that a non-tenured teacher be dismissed, the teacher shall have the right to request a closed hearing with the Board and an Association representative for the purpose of presenting the teacher's position. In the event an administrator or Superintendent recommends a tenured teacher be dismissed, demoted, or other involuntary change in the employment status, the tenured teacher shall have all the rights as found in The Teacher Tenure Act and the change will be so processed in accordance with those rights and remedies prescribed therein.~~

ARTICLE 11

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of any specific term of this Agreement, or misinterpretation or misapplication of any provision of the Agreement, or the unfair application of any policy or regulation of the Board directly related to teaching terms and conditions. This is not to be interpreted to mean the Board cannot change policy as long as such policy does not violate the terms of this contract.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - ~~1. The termination of services of or failure to re-employ any non-tenure teacher based on adverse evaluation.~~
 - ~~2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.~~
 - 1. Any matter involving a prohibited subject of bargaining.**
- C. It is expressly understood that the grievance procedure shall not apply to those areas in which the Teacher Tenure Act prescribes a procedure or authorizes a remedy.

- D. The Board agrees that the Association may designate a member from each building and/or an alternate to act as its representative. The Board hereby designates the Principal of each building to act as its representative at Level One as herein described and the Superintendent to act at Level Two as hereinafter described.
- E. The term "days" as used in this Article shall mean:
1. School days during the scheduled school year.
 2. Weekdays excluding holidays during the rest of the year.
- F. Written grievances shall:
1. Be signed by the grievant or grievants.
 2. Be specific.
 3. Contain a synopsis of the facts giving rise to the alleged violation.
 4. Cite the section or subsections of this contract alleged to have been violated.
 5. Contain the date of the alleged violation.
 6. Specify the relief requested.
- G. The failure of an aggrieved person or persons to proceed to the next level within the time limits set forth shall be deemed to be in acceptance of the decision previously rendered and shall bar any further appeal concerning the particular grievance.

LEVEL ONE

If a teacher, group of teachers, or the Association believes there is a basis for a grievance within ~~five (5)~~ **fifteen (15)** school days in which the Principal is in attendance of the alleged occurrence, he/she shall first discuss the alleged grievance with his/her building principal accompanied by his/her Association Representative and identify the discussion as involving a grievance. If no resolution is obtained within ~~five (5)~~ **fifteen (15)** school days of the discussion, the grievant shall reduce the grievance to writing and submit it to the building principal. If no resolution is obtained within ~~five (5)~~ **fifteen (15)** school days of the grievance being submitted in writing, the alleged grievance must proceed to Level Two or the grievance will be considered as waived.

LEVEL TWO

A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in LEVEL ONE. Within ~~five (5)~~ **fifteen (15)** school days of the receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and the designated Association Representative to discuss the grievance. Within ~~five (5)~~ **fifteen (15)** school days of the discussion the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association President, the building Principal in which the grievance arose and place a copy of same in a permanent file in his/her office.

LEVEL THREE

If no acceptable resolution is obtained in the disposition of the grievance or if no disposition has been made within the required ~~five (5)~~ **fifteen (15)** school days, the written grievance must be transmitted in

~~ten (10)~~ **thirty (30)** school days to the Board of Education Secretary or the grievance will be considered as waived. Providing the grievance is received by the Board of Education Secretary at least ~~five (5)~~ **fifteen (15)** school days in advance, the Board, not later than its next regular meeting, shall hold a hearing on the grievance with the teacher, and the Association Representative. Disposition of the grievance in writing shall be made within ~~fifteen (15)~~ **thirty (30)** school days of such appropriate action. Copies of such disposition shall be furnished to the grievant and the Association Representative.

LEVEL FOUR

Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within the period above provided, it may, within ~~fifteen (15)~~ **thirty (30)** school days after the decision of the Board, by providing written notification to the Superintendent of its intent to arbitrate the grievance. The parties will have ~~fifteen (15)~~ **thirty (30)** school days to agree upon an arbitrator. If agreement cannot be reached on an arbitrator, either party can refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. An arbitrator shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or grounds at Level Four not previously raised or disclosed at other written levels. Each party or their representative may conduct a telephone conference ~~fifteen (15)~~ **thirty (30)** days before the hearing in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and binding upon the parties. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. The arbitrator shall not:
 - a. Add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. Establish salary scales or to change any salary.
 - c. Change any practice, policy or rule of the Board, which is not in conflict with the provisions of this Agreement.
 - d. Decide any question which, under this Agreement, is within the sole responsibility of the Board to decide.
 - e. Interpret State or federal law, except where there is clear court precedent upon which to rely.

5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the issue of arbitrability before proceeding on to hear the merits of the case. In the event that the arbitrator finds he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent
7. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
8. Should a teacher fail to process a grievance within the time limits specified, the grievance will be concluded. Should a teacher fail to appeal a decision of the arbitrator within the limits specified or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.
9. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association Representative are to be at their assigned duty stations.
10. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
11. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

Grievances involving the content of a teacher's evaluation shall not be arbitrable.

Grievance form is attachment B.

ARTICLE 12

AGENCY SHOP

~~A. Each Bargaining Unit member shall, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association in an amount established by the Association. The Bargaining Unit member may authorize payroll deduction for such fee. In the event the Bargaining Unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, pursuant to MCL 408.477, and at the request of the Association, deduct the service fee from the Bargaining Unit member's wages and remit same to the Association under the procedure below.~~

~~Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each Bargaining Unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.~~

~~B. The procedure in all cases of nonpayment of the service fee shall be as follows:~~

- ~~1. The Association shall notify the Bargaining Unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.~~
- ~~2. If the Bargaining Unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph (A) above.~~
- ~~3. The Board, upon receipt of request for involuntary deduction, shall provide the Bargaining Unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.~~

~~C. Save Harmless~~

~~The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective Agreement. The Association further agrees to indemnify the Board as the result of said suit or action subject, however, to the following conditions:~~

- ~~1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.~~
- ~~2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or tribunal regarding the validity of the section or the damages which may be assessed against the Board by any court or tribunal.~~
- ~~3. The Association has the right to choose the legal counsel to defend any said suit or action.~~
- ~~4. The Association shall have the right to compromise or settle any claim made against the Board under this section.~~

ARTICLE 13 12

TEACHING DAY

- A. Teachers shall work a ~~total of seven (7) hours and fifty (50) minutes per normal school day~~ ***complete teaching day as designated in Schedule D of this agreement**** including a thirty-(30) minute duty free lunch period. The Board will consult with the Association prior to changing the normal school day.

****Exceptions to the normal school day shall be parent-teacher conference days, and in service days, Open Houses, Family Learning Nights, or student activities for which the bargaining unit member is responsible. The Association recognizes the fact that it is in each teacher's professional interest to be involved in extra-curricular activities during the course of the school year.***

- B. Times when classes begin and end shall be Board administered. Each teacher in the high school building shall have one (1) conference period within a typical student's class schedule for conferences with students, parents and administrators and/or classroom preparation.
- C. ~~Teachers shall report ten (10) minutes prior to the start of the instructional day.~~ Elementary teachers shall be free from classroom duties (unless mutually agreed upon between the teacher and the administration) during the ten (10) minutes before the instructional day begins; morning and/or afternoon recesses for a total of thirty (30) minutes; and the four (4) periods used for physical education and music. Should additional specialists be hired and/or assigned to the elementary classrooms, the classroom teacher shall be free from duty for that time for which the specialist is responsible for that teacher's classroom and/or students.
- D. To meet minimum State requirements for student instruction time and in order for the District to receive full State financial aid, elementary teachers may be asked to volunteer to supervise playground activities of students during recess. Such duty will be done on a rotating basis, least senior to most senior. The Association shall furnish the building administrator with a list of unit members that are willing to supervise playground activities. The teachers shall schedule recess duty. Compensation for recess duty will be five dollars (\$5.00) per fifteen (15) minute recess. This will be paid after vouchered and verified.
- E. In the event that the physical education or music instructors are absent or either of these programs are temporarily or permanently cancelled, at least two (2) thirty (30) minute blocks of preparation time shall be maintained per week.
- F. All duty free time shall be used for classroom preparation, conferences with students, parents, and administrators and shall not be used for Association business.
- G. Each teacher shall receive a thirty (30) minute duty free lunch period to be scheduled by his/her principal.
- H. Teachers shall be informed of a telephone number or numbers to call before 6:45 a.m. to report if unavailable for work. No teacher shall be subject to mandatory temporary reassignment because of the absence of personnel.

- I. Any teacher who ~~voluntarily~~ **willingly** gives of his/her conference time to substitute for an absent teacher will be reimbursed at the rate of twenty-five dollars (\$25.00) per period. If it is less than half the period it be paid by the minute, and if it is equal to or more than half the period the teacher will be paid the full amount.
- J. One (1) teacher meeting may be called by the principal during each marking period. These meetings may extend beyond the normal teaching day for forty-five (45) minutes and teachers shall be notified at least one (1) week in advance. One (1) other teacher meeting may be called each marking period at the discretion of the Principal as circumstances dictate. Other meetings may be called with the approval of the Association Representative.
- K. The Board will hire a playground supervisor for all recess duty.
- ~~L. The librarian and counselors are each required to work an additional two (2) weeks during the summer. This time period shall be scheduled by the principal during the two (2) weeks just after the close of the school year and/or the two (2) weeks just before the opening of school in the fall.~~
- L. In the event that the days or hours in the school schedule must be changed in order to meet State-mandated teaching days/hours that cannot be met within the confines of this Agreement, the Association shall meet with the Board and make adjustments in the teaching day and/or calendar to meet State specification. If mandated hours meet or exceed eleven hundred (1100) hours per school year, then the Association and the Board shall meet to negotiate a wage adjustment to reflect the additional hours.

ARTICLE 14 13

CLASS SIZE

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to assist in the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that a proper school environment can assist in insuring that primary function. The following class size maximums will be exceeded only when necessary because of financial or physical limitations of the District:

<u>Elementary</u>	<u>Maximum</u>
Kindergarten	26
Grades 1-3	29
Grades 4-6	30
Split Grades	24

Middle and Senior High
English, Social Studies
Mathematics, Sciences,
Languages, Health Education,

Life Skills, Business, Music Appreciation	30
Keyboarding/Computers	30*
Art	30*
Industrial Arts	30*
Drama (performance based)	25
<i>Physical Education</i>	30**

*If equipment or limitation on room size is an issue in these classes, class size will be lowered to fit the equipment and/or room.

*****If a Physical Education class has more than 30 students, additional support will be given for every 15 students in the class.***

If the District establishes classes not listed in this article, they will meet with the Association to determine class size maximum.

Students with special needs will be equitably distributed among the various classes.

Relief from overload limits may be obtained by the Board providing at least twenty (20) minutes per day aide time per student over the limits, or by agreement of administrator and overload teacher by incentive pay of twelve dollars (\$12.00) per paycheck per student.

- B. At the secondary level, students will be equitably distributed among the various sections of a subject or class.
- C. ~~Physical Education~~, Chorus, General Music, Band and other traditionally larger classes are exempt from the above.
- D. Extra students over the contractual size limits would be allowed when a teacher agrees to the change in consultation with an Association representative and an administrator.
- E. A teacher has the right to refuse, providing such refusal is reasonable. Such limits will be determined three (3) weeks after the start of school.
- F. Split Level Classes ***or Independent Study Courses***– In the event that a split level class ***or Independent Study Courses*** must be instituted, teacher assignment shall be made on the following basis:
 - 1. Volunteers will be solicited first.
 - 2. Consultation with the Association to explore available alternatives.
 - 3. Assignment may be made on a non-voluntary basis.

Notification of Assignments: Tentative teaching assignment shall be made by the last day of each school year for the following year. The teacher will be notified as soon as possible if any changes in the tentative schedule are made after notification.

ARTICLE 15 14

TEACHING EXPERIENCE

Any teacher newly employed by Marion Public Schools will be started on step as follows:

<u>Number of Years' Experience</u>	<u>Step Placement</u>
1-5	1
6-10	2
11-15	3
16-20	4
21-25	5
26-30	6
31-35	7

After the new member's initial year, they will accrue steps normally from the beginning placement.

ARTICLE 16 15

FRINGE BENEFITS

~~The Board's contribution on all insurances (MESSA Choices II health, dental, vision, life and LTD at 2012-2013 rate which is \$623.38 per month for single, \$1400.73 per month for 2-person, and \$1556.19 per month for full family). The Board will contribute 80% of the 2012-2013 insurance premiums and members will contribute 20% of 2012-2013 insurance premiums, deducted equally over 26 pay periods. The insurance contribution shall be effective for the duration of this agreement. Any in-network deductible incurred between September 1st, 2012 and December 31st, 2012 will be paid by the member. The Board will pay 80% of the in-network deductible and the members will pay 20% of the in-network deductible incurred after January 1st 2013.~~

~~All teachers shall enroll in either MESSA PAK Plan A or MESSA PAK Plan B.~~

- A. The Board shall contribute the following amounts for Health Insurance starting December 1, 2015 through the remainder of the 2015-16 school year.***
 - a. Single: \$5992.30***
 - b. 2-Person: \$12,731.75 for previous Choices II employees and \$13,506.98 for previous ABC employee***
 - c. Family: \$16,298.00***

The above rates are based upon the Michigan Department of Treasury Public Employer Contribution to Medical Benefit Plans Annual Cost Limitations - Hard Cap, however have been adjusted to stay under the 80% limitation as the Board has adopted the 80%/20% cost limitation for the District.

- B. The Board's monthly premium and deductible contribution for Plan A (Health) and Plan C (Health) shall be determined each year as soon as insurance rates are released to be based on Michigan Department of Treasury Public Employer Contribution to Medical Benefit Plans Annual Cost Limitations Hard Cap. Each Employee shall have the option of selecting Plan A or Plan B in this Article.**
- C. The Board shall fund annually, in equal installments on January 1 and July 1, 100% of the employee's entire annual obligation to the agreed upon HEQ HSA beginning January 1 of each year. In the event an employee or his dependents medically requires that the HSA be utilized prior to the scheduled Board payments, the Board agrees to fund the entire annual HSA amount to that individual's account. If the bargaining unit member separates from employment prior to the reimbursement of the Board's HSA payments, any remaining funds owed to the Board will be deducted from any monies owed to the teacher. The funds will be deposited into accounts of one (1) bank or other Health Savings Account provider as mutually agreed upon by the Association and the Board. Once deposited, employees are free to move the funds into a health Savings Account of a provider of their choosing. Any excess amount over the total health premium and deductible shall be made by payroll deducted from the employee divided equally over 26 pay periods during each school year.**
- D. Employees may contribute, through payroll deduction and electronic transfer additional money towards their "Health Equity" Health Savings Account up to the maximum amounts allowed by Federal law.**
- E. 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 the MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.**
- F. The Board shall provide the employee selected plan for the full twelve (12) month period for the bargaining unit member and his/her entire family. The employer shall sign an employer participation agreement.**
- G. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31, even though the teacher may not be returning the next school year. The open enrollment period shall be established by the Board, the Association, and the insurance company, including opportunities for summer pre-enrollment and fall open enrollment.**

When necessary, premiums on behalf of the teachers shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceed amount of subsidy, the Board shall make provisions for excess premium liability to be paid by the teacher through payroll deduction.

In the event that a teacher is terminated or resigns during the school year, the insurance shall be continued until the teacher has received the pro-rated portion to the twelve (12) month insurance year earned at the time of the termination or resignation.

- H. In accordance with past practice, teachers assigned less than a full workload shall receive pro-rated fringe benefits if it is possible under the guidelines established by the insurance carrier.**
- I. The board shall contribute 100% of the non-health benefits (Dental, Vision, Life, AD&D, and LTD) as described in the Plans A-C below.**
- J. Teachers electing Plan B shall apply the amount of the Choices II single subscriber premium toward MESSA fixed options as determined by those electing Plan B. Any remaining amount may be applied to purchase MESSA options and/or ~~MEA Financial Services~~ **Board approved tax-deferred** annuities.
- K. The Board of Education supplies each individual with Workers' Compensation insurance for on the job medical incidents. The Board (through Administrators) may require that the staff member seek medical treatment or examination in order to make certain that the individual has done everything possible to prevent medical situations from becoming a greater problem than if proper treatment had not been obtained.

Plan A - For employees electing MESSA (*ABC Plan 1*) health insurance

Health: *MESSA ABC Plan 1*
In-Network Deductible: \$1300/\$2600
Out of Network Deductible: \$2500/\$5000
Office Visit: None after deductible is met
RX Drug Co-pay: ABC Rx \$0-\$40
Adult Immunization
(Includes \$5,000 AD&D basic term Life)

Negotiated Long Term Disability:
70%
\$3000 Monthly Maximum Benefit
90 Calendar Days Modified Fill
Pre-Existing Condition Waiver - Yes
Freeze on Offsets - Yes
Alcoholism/Drug Addiction - same as any other illness
Mental/Nervous Condition - same as any other illness
Cost of Living Benefit
Two Year Own Occupation

Negotiated Life: *\$45,000 with AD&D*

Vision (Plan year is July to July):
VSP-3 Plus Platinum

Delta Dental (Plan Year is July to July):
100/80/80/80 Ortho (\$2500)
\$1500 Maximum for Class I & II, III
2 Cleanings, Sealants

Health: ~~MESSA Choices II~~
~~In Network Deductible: \$100/\$200~~

_____	Out of Network Deductible: \$250/\$500
_____	Office Visit: \$5, Urgent Care: \$10, Emergency: \$25
_____	RX Drug Co-pay: \$10/\$20
_____	Adult Immunization
_____	(Includes \$5,000 AD&D basic term Life)
Negotiated Long Term	70%
Disability:	\$2,500 Monthly Maximum Benefit
_____	90 Calendar Days Modified Fill
_____	Pre-Existing Condition Waiver - Yes
_____	Freeze on Offsets - Yes
_____	Alcoholism/Drug Addiction - same as any other illness
_____	Mental/Nervous Condition - same as any other illness
_____	Cost of Living Benefit
_____	Two Year Own Occupation

Negotiated Life:	\$45,000 with AD&D
Vision (Plan year is July to July):	VSP-3
Delta Dental (Plan Year is July to July):	75/75S/75/75 Ortho (\$2000)
_____	\$1500 Maximum for Class I & II, III

Plan B - For employees not electing health insurance

Negotiated Life:	45,000 with AD&D
Negotiated Long Term Disability:	70% (Same as above)
Vision (Plan year is July to July):	VSP-3 Plus <i>Platinum</i>
Delta Dental (Plan Year is July to July):	75/75S/75/75 Ortho (\$2000) 100/80/80/80 Ortho (\$2500)
_____	\$1500 Maximum for Class I & II, III

Plan C - For new employees electing MESSA (ABC Plan 1) health insurance, this is an interim health insurance plan for the first few months of the school year until January 1st, when new employee will be enrolled in Plan A.

Health:

MESSA Choices II
In-Network Deductible: \$500/\$1000
Out of Network Deductible: \$250/\$500
Office Visit: \$5, Urgent Care: \$10, Emergency: \$25
RX Drug Co-pay: Saver Rx
Adult Immunization
(Includes \$5,000 AD&D basic term Life)

Negotiated Long Term Disability:

70%
\$3000 Monthly Maximum Benefit
90 Calendar Days Modified Fill
Pre-Existing Condition Waiver - Yes
Freeze on Offsets - Yes
Alcoholism/Drug Addiction - same as any other illness
Mental/Nervous Condition - same as any other illness
Cost of Living Benefit

Two Year Own Occupation

Negotiated Life: \$45,000 with AD&D
Vision (Plan year is July to July):
VSP-3 Plus Platinum
Delta Dental (Plan Year is July to July):
100/80/80/80 Ortho (\$2500)
\$1500 Maximum for Class I & II, III
2 Cleanings, Sealants

ARTICLE 17 16

LEAVES

- A. Each member is granted a total of fourteen (14) school days personal leave per year. Unused personal leave days may accumulate to one hundred thirty-two (132) school days. For any one (1) illness and/or disability that extend beyond fourteen (14) school days, the teacher shall upon request provide the District with a written statement from his/her doctor verifying the need for leave except as otherwise required or permitted by the FMLA.
- B. Each member is granted up to three (3) days per incident for the death of a spouse, offspring, parent (either side), or siblings (either side). These days will be deducted automatically from the sick bank. Other bereavement days not specified above may be granted by the sick bank committee based on individual needs.
- C. Teachers who teach less than a full year shall have that year's fourteen (14) days prorated at one (1) day per month of employment or seven (7) days per semester.
- D. If a teacher leaves the system during the school year and has used more personal leave days than their employment entitles them to, they shall have an adjustment made in the form of a deduction for the unearned personal leave days which were paid.
- E. Personal leave day does not include days in which a person receives any type of compensation during that day.
- F. Teachers on FMLA leaves will not accrue personal leave days or receive any increments or any other fringe benefits during that leave unless required by FMLA. If absence due to injury or illness which is covered under the Michigan Worker's Compensation Act occurs the Board agrees to pay the difference between the Michigan Worker's allowance and the teacher's salary for the period equal to the teacher's accumulated unused personal leave day allowance.
- G. Professional development days may be granted by the Principal upon application of the teacher to attend an education conference.
- H. The Association shall have six (6) days available to be used by the teachers who are officers or agents of the Association. The cost of substitutes shall be billed to the Association by the Board of Education. Officers or agents of the Association shall be defined to be the president,

the negotiation team, the building representative, a delegate to the Representative Assembly, the secretary, the treasurer or others on approval by the administration.

I. Unpaid Leaves

1. Military Leave: A military leave of absence shall be granted to any Bargaining Unit member who is inducted or enlists for military duty in any branch of the armed forces of the United States, or enlists, volunteers, is called up or otherwise makes himself/herself available for active duty in the National Guard or Reserve. The duration of the leave shall be for the duration of the induction, enlistment, call-up or other period of active duty service. The Employer shall continue any and all contractual benefits for the Bargaining Unit member's family during any period of active duty.
2. General Leave: A leave of absence not to exceed one (1) year may be granted to a tenure teacher with a minimum of four (4) consecutive years teaching experience in the Marion Public Schools for the purpose of, by way of illustration and not limitation, participation in an exchange program, foreign or military teaching program, the Peace Corps, Teacher Corps or Job Corps as a full-time participant, cultural travel or work program related to the teacher's professional responsibilities or engaging in a full-time program at an accredited college or university.
3. Request for leave: A request for a leave of absence shall be in writing, sent to the Superintendent and include the purpose for the leave along with the anticipated beginning and ending dates of the leave. Unpaid leaves under this article, section "b", will not include benefits other than those provided through COBRA.

Application for unpaid leaves of absence is subject to the following conditions:

- a. An application for such leave shall be, if possible, submitted to the Director of Personnel or designated representative, a minimum of sixty (60) calendar days before the leave begins.
 - b. An applicant must provide related information regarding the leave that is requested by the District.
 - c. Before approval is given, a certified and qualified replacement must be available for the period of time of the requested leave.
 - d. Except in unusual circumstances, unpaid leaves of absence are expected to start at the beginning of the school year.
 - e. The approval of the application shall be the responsibility of the Superintendent.
 - f. The teacher shall notify the District by March 1st of his/her intent to return. Failure to do so will constitute a resignation from his/her position.
4. Return from Leave: In the application, the teacher may request that he/she be returned to the same position held before the leave. In such cases, the teacher will be notified of their return to the same position when the leave is granted.

If the position is not available (such as an elimination of the position), the teacher will be given a position for which he/she is certified and qualified.

Upon return, the teacher shall be placed at the next consecutive step on the salary schedule and shall retain all accumulated sick leave. They will not accumulate seniority in the District on unpaid leave.

ARTICLE 18 17

SICK BANK POLICY

- A. The faculty shall deposit a number of sick leave days to the Marion Teachers' Sick Bank which the Board will match to a maximum of one hundred eighty (180) days per year. The maximum contribution of the Board shall not exceed five hundred forty (540) days with no more than one hundred eighty (180) days deposited during any one year. The faculty may deposit any number of days beyond the one hundred eighty (180) days per year.
- B. Drawing against the Sick Bank shall be permitted only for days that the teacher is expected to be in session.
- C. No individual may draw more than ninety (90) days from the Sick Bank for any one incident, nor more than one hundred eighty (180) total maximum over the period of time with the Marion Public Schools.
- D. By May 30 of each school year, the Association shall deliver to the Administration a roster of Sick Bank contributions.
- E. A tenured or non-tenured teacher may draw on the bank for sick leave anytime his/her absence exceeds five (5) consecutive school days and his/her sick leave is exhausted. The exception being when the teacher can present a doctor's statement to the effect that an intermittent absence is for the same cause and will count for the five-day limit.
- F. The Sick Leave Bank Committee will control the Sick Leave Bank and retroactive withdrawals. The Committee shall consist of three (3) Bargaining Unit members to be elected by the Association; two (2) School Board Members and the Superintendent. Granting of Sick Leave Bank withdrawal and retroactive pay shall be secret ballot with each member of the committee having one (1) and only one (1) vote. Simple majority of the vote will rule. The committees shall maintain the confidentiality of medical information received and its decision shall not be grievable.
- G. A yearly report of total Sick Bank days used, the number of days used by individuals, and the number of total days remaining in the Sick Bank shall be given to the Association by September 30.
- H. *After a teacher has accumulated fifty (50) personal leave days, he/she may elect to be paid for up to 5 unused (from the current school year) personal leave days at the conclusion of*

that school year. After a teacher has accumulated ninety (90) personal leave days, and if he/she does not use any of his/her personal leave days during the school year in which accumulated, he/she may elect to be paid for those unused days at the conclusion of that school year in lieu of a contribution to the sick bank or personal accumulation. The Board will pay for such unused days equal to current substitute pay. ***Bargaining unit member must submit proper form to request payment prior to the last day of school.***

ARTICLE 19 18

PERSONAL LEAVE DAY RETIREMENT BENEFIT

- A. A retiring teacher will inform the Superintendent's office in writing of the teacher's impending retirement on or before March 15 either the year of, two (2) years, or three (3) years before the teacher's impending retirement in order to preserve personal leave day retirement benefit. The Board will pay an amount equal to the current substitute rate per day for personal leave days accumulated up to one hundred thirty-two (132) days. If notice of retirement is given on or before March 15 the year of the teacher's retirement, the agreed sum shall be paid in one (1) lump sum on or before June 30th of the year of retirement. If notice of retirement is given on or before March 15 of either two (2) or three (3) years before the effective date of the teacher's retirement, the agreed sum shall be paid at the direction of the Employee. However, if lump sum payment is requested, payment shall be made on or before June 30th of the year directed by the Employee.
- B. The Board makes no representations with respect to tax consequence and/or requirement consequence of these payments. (In the event a teacher that has given notice of intent to retire must "Draw Down" his/her accumulated personal leave days as the result of legitimate illness, the Board will still match up to one-half (1/2) of the high number of days accumulated).

ARTICLE 20 19

SHARED ASSIGNMENTS

- A. With the approval of the Employer and the Association, two (2) Bargaining Unit members may, at their option, agree to share an assignment/position that otherwise would be performed/occupied by a single Bargaining Unit member.
- B. Each Bargaining Unit member participating in a shared assignment shall be granted a full year of seniority for the school year in which a shared assignment is in effect.
- C. Bargaining Unit members desiring to implement a shared assignment shall notify their building administrator and Association representative of their proposal thereof sixty (60) days prior to the end of the school year preceding the year for which a shared assignment is requested. The building administrator shall approve or disapprove the request prior to June 15 of the year for which the request is tendered. In the event the building administrator approves the request, the building administrator, the requesting Bargaining Unit members, and Association representative shall forthwith present their proposal in writing and signed by each to the Superintendent. The proposal shall include the Association's and the Bargaining Unit members' agreement with respect to the following matters:

- D. Proration of salary and manner of payment;
 - 2. Proration of leaves;
 - 3. Proration of fringe benefits;
- E. Manner of covering parent-teacher conferences;
- F. Seniority (“bumping”) rights with respect to termination of the shared assignment.
- G. In the event the Superintendent approves the plan as presented, signed contracts shall be entered setting forth the terms of the proposal. If the Superintendent and/or Association propose any alterations or modifications, the Bargaining Unit members shall have the right to accept or reject the contract as altered or modified. Any such final contract shall be in conformity with the Master Agreement.

ARTICLE 21 20

TEACHERS’ SALARIES

- A. Salaries of the teachers covered by this Agreement ~~for the 2012-2013 school years~~ are set forth in Schedule A which is incorporated into this Agreement.
- B. Paydays shall be every other Friday.
- C. Teachers shall have their salary prorated over twenty-six (26) pay periods. The salary schedule is based on the agreed number of days of service. ~~All deductions for Associations dues will be in as equal amounts as possible beginning with the first pay period of the school year and ending with the twentieth pay period.~~
- D. Teachers who desire the balance of their pay in a lump sum at the end of the school year shall notify the Superintendent in writing by May 15. Lump sum payments will be paid to those so indicating the last pay period in June.
- E. Teachers who enter or leave the school system during the school year shall have their pay prorated as follows: their salary divided by the number of agreed service days in the calendar times their actual number of days of service. Teachers employed after the end of the first semester of the school year shall be raised to the next step on the salary schedule with the first pay of the succeeding school year. For those leaving the system the balance of their salary shall be paid within three (3) weeks of leaving. The balance of authorized dues or fees shall be deducted from the final payment and turned over to the Treasurer of the Association. A newly hired teacher shall complete an authorization form for deduction of dues or fees and present it to the Superintendent’s office.
- F. Teachers absent and not covered by sick leave shall have their pay reduced per diem of the annual rate (as based on the agreed days of service in the calendar) for each day of absence.

- G. A tax sheltered annuity program shall be offered to interested teachers.
- H. Schedule B pay for coaching shall be paid one-third (1/3), one-third (1/3), one-third (1/3) at times approximately one-third (1/3), two-thirds (2/3), and end of the coaching season for that sport. Other Schedule B pay shall be paid as indicated by the employee on the Schedule B Pay form as provided by Central Office at the start of each school year, unless otherwise indicated in Schedule B. Schedule B pay forms must be turned in by the last day of school.
- I. *Any regular class that is offered outside of the regular school day for credit, shall compensate the teacher at a rate of one-nth (1/n) of said teacher's salary; n equals the number of class periods currently at the High School.*
- J. *Any Bargaining Unit Member asked to teach a class during his/her planning period shall be paid at a rate of one-nth (1/n) of said teacher's salary; n equals the number of class periods currently at the High School.*

SCHEDULE A

TEACHERS' SALARIES

1. All steps will be reinstated starting with the November 12, 2015 pay. Each member's pay increase will be divided by the number of contracted days (177), then multiplied by the number of remaining contracted days after ratification, and finally be divided among the remaining pay periods of the 2015-16 school year.
2. All steps will continue to accrue in a normal fashion (1 step for each school year) for the remainder of this agreement.
1. All bargaining unit members will receive a salary equal to 98% of 2012-2013 (2008-2009) salary schedule.
2. Remaining 2% of bargaining unit members' salary shall be deferred until the dates listed below.
3. The following payments will go into effect on January 18, 2013 (The first payday following start of second semester):
 - a. All bargaining unit members shall receive a deferred lump sum payment equal to 1% of their first semester earnings.
 - b. All bargaining unit members will have their wages increased to 99% of the 2012-2013 salary schedule. All steps to be increased by 1.
 - c. The District and the Association agree that the Board may elect to an immediate economic re-opener to address outstanding budgetary issues, if any of the following conditions occur:
 - The student count falls below 535.
 - There is a decrease in the foundation grant, currently \$6966.
 - The MPSEER's rate increases beyond its current rate of 25.36%.
 - There is an emergency or unavoidable spending increase.
4. On the pay period ending July 26, 2013, all bargaining unit members shall receive a deferred lump sum equal to 1% of the amount earned for the year based on the 2012-2013 salary schedule, provided that the payment of such a sum shall not put the district into a deficit for the 2012-2013 school year.

2012-2013 2015-2016
(Same as 2008-2009)

Step	BA	BA + 20	MA
1	\$32,780	\$33,437	\$36,727
2	\$34,838	\$35,608	\$38,699
3	\$36,895	\$37,778	\$40,667
4	\$38,954	\$39,948	\$42,639
5	\$41,010	\$42,120	\$44,608
6	\$43,067	\$44,290	\$46,581
7	\$45,125	\$46,462	\$48,550
8	\$47,183	\$48,631	\$50,521
9	\$49,240	\$50,802	\$52,490
10	\$51,300	\$52,973	\$54,460
11	\$53,352	\$55,091	\$56,637

2012-2013 2016-2017
(1% Increase of 2015-16)

Step	BA	BA + 20	MA
1	\$33,108	\$33,771	\$37,094
2	\$35,186	\$35,964	\$39,086
3	\$37,264	\$38,156	\$41,074
4	\$39,344	\$40,347	\$43,065
5	\$41,420	\$42,541	\$45,054
6	\$43,498	\$44,733	\$47,047
7	\$45,576	\$46,927	\$49,036
8	\$47,655	\$49,117	\$51,026
9	\$49,732	\$51,310	\$53,015
10	\$51,813	\$53,503	\$55,005
11	\$53,886	\$55,642	\$57,203

2012-2013 2017-2018
(1% Increase of 2016-17)

Step	BA	BA + 20	MA
1	\$33,439	\$34,109	\$37,465
2	\$35,538	\$36,324	\$39,477
3	\$37,637	\$38,537	\$41,484
4	\$39,737	\$40,751	\$43,496
5	\$41,834	\$42,967	\$45,505
6	\$43,933	\$45,180	\$47,517
7	\$46,032	\$47,396	\$49,526
8	\$48,131	\$49,608	\$51,536
9	\$50,230	\$51,823	\$53,545
10	\$52,331	\$54,038	\$55,555
11	\$54,424	\$56,198	\$57,775

Proposed MSEA Master Agreement August 21, 2015-August 20, 2018

16	\$54,378	\$56,151	\$57,727	16	\$54,922	\$56,713	\$58,304	16	\$55,471	\$57,280	\$58,887
20	\$56,009	\$57,836	\$59,459	20	\$56,569	\$58,414	\$60,054	20	\$57,135	\$58,999	\$60,654
25	\$57,689	\$59,571	\$61,242	25	\$58,266	\$60,167	\$61,854	25	\$58,849	\$60,768	\$62,473

SCHEDULE B

Schedule B will be paid at 50% of current contractual rates *during the 2015-16 school year, 75% of current contractual rates during the 2016-17 school year, and 100% of the current contractual rates during the 2017-18 school year.* (~~based on 98% of 2012-2013 salary schedule~~) for the term of this agreement effective for the duration of this agreement. ~~On the pay period ending on July 26, 2013, bargaining unit members will be paid a payment equal to a maximum of 25% of current contractual rates (based on 98% of 2012-2013 salary schedule) for any Schedule B position that they held during the 2012-2013 school year, provided this payment shall not put the district into a deficit for the 2012-2013 school year.~~

Varsity Football	11%
Assistant Varsity Football	8%
JV Football	8%
Assistant JV Football	6%
<i>JH Football</i>	5%
<i>Assistant JH Football</i>	4%
Varsity Basketball	11%
JV Basketball	8%
9th Grade Basketball	6%
7th or 8th Grade Basketball	5%
Varsity Volleyball	9%
JV Volleyball	7%
<i>JH Volleyball</i>	5%
Girls' Varsity Track	9%
Boys' Varsity Track	9%
Girls' Assistant Track	4%
Boys' Assistant Track	4%
Girls' JH Track	4%
Boys' JH Track	4%
Cross Country	9%
Varsity Softball	9%
JV Softball	7%
Varsity Baseball	9%
JV Baseball	7%
Fall Varsity Cheerleading	6%
Winter Varsity Cheerleading	6%
Fall JV Cheerleading	4%
Winter JV Cheerleading	4%
JH Cheerleading	2%
Athletic Director	11%

Percentages are in reference to steps on the BA salary schedule. The steps referred to shall correspond to the number of years the person has coached that sport in an interscholastic setting. If the coaching positions are not filled in any one sport and the employed coaches perform the duties of the vacant positions, the allotted percent based on the base pay shall be divided equally among those performing the duties.

Proposed MSEA Master Agreement August 21, 2015-August 20, 2018

The following percentage is based on the full schedule (BA, BA+20, and MA) and the person's total credited teaching experience.

Instrumental Music	12%
	1% additional for community performances
Vocal Music	6% (includes two or more elementary programs)
	3% additional for community performances
High and Middle School Yearbook	9% (paid upon completion and publication)
Academic Competitive Team Coach ¹	2%
Communication Coordinator	3% PA 25 and District Newsletter
	6% Website
Gifted and Talented Director	2%
Plays outside class time ¹	3%
Safety Patrol Supervisor	2%
Driver Education	\$17 per hour
Librarian ⁺	3%
Counselor ⁺	5%
Academic, Career & College Readiness Teacher	5%
Class Advisor (one advisor per class) ¹	
• Seniors	3%
• Juniors	3%
• Sophomores	2%
• Freshman	2%
• Eight Grade	1.5%
• Seventh Grade	1.5%
• Sixth Grade	1.5%
NCA Coordinator /School Improvement Chair	
• High School	5%
• Elementary	5%
NCA Steering Committee /School Improvement	1% per person
Committee Member	
SADD SLS Advisor	2%
National Honor Society	1.5%
HS Student Council Advisor MPACT	3% 4%
Jr. High Student Council Advisor	1%
MEAP Coordinator ¹	4%
After School Study Club	\$20 per hour
Audio-Visual Tech	\$20 per hour upon approval by administration
Special Education Coordinator	3%
Grant Writing ²	10%
Mentor Teacher	2% per mentee

¹Schedule B pay for positions with ¹ will be paid at the end of commitment.

²The grant is to be divided among all writers involved with grant with a cap of fifteen thousand dollars (\$15,000) per grant. Grants must be approved in advance by the District. If the grant is not received, the writers will be paid twenty dollars (\$20.00) per hour for writing the grant.

It shall be understood by both parties that Schedule B applies only to positions that the majority of the work is done outside the normal work day as defined in Schedule D, or additional work is required outside the normal school year.

The Board will notify the Association President of any newly created or anticipated Schedule B positions. Negotiations on such positions shall commence five (5) days before the position is filled.

Schedule B positions shall be posted internally prior to posting for outside applicants. First consideration will be given to Bargaining Unit members.

SCHEDULE C

A Bargaining Unit member with at least ten (10) years of active service with Marion Public Schools and at least twenty (20) years of total active service shall be eligible to be placed on Schedule C. Active service does not include purchased service credit.

A Bargaining Unit member who resigns with an effective resignation date of three (3) school years or less will be placed on Schedule C at the time his/her resignation is accepted by the Board of Education. A Bargaining Unit member may apply for Schedule C for a maximum of three (3) years.

The eligible Bargaining Unit member must notify the superintendent by July 1 of the previous school year for Schedule C compensation to begin the next school year. The additional salary will be added to the Bargaining Unit member's annual base salary and spread out over twenty-six (26) pays. A Bargaining Unit member may not receive retroactive Schedule C payments.

Schedule C Payment Plan

Year One:	\$2,000
Year Two:	\$3,000
Year Three:	\$4,000

The eligible Bargaining Unit member will be entitled to any other provisions (such as sick day retirement benefits) as described in this contract. By June 1, the eligible Bargaining Unit member will meet with his/her supervisor to develop an individual mutually-agreed-upon plan to support District goals. This plan will include at least one (1) of the following activities: Mentoring; presenting or assisting in professional development activities; or participation in positive public relations.

Upon request from the participating Bargaining Unit member, the Board of Education may, at its discretion, consider the rescinding of Schedule C participation based upon catastrophic circumstances or circumstances beyond the participating Bargaining Unit member's control.

ARTICLE ~~22~~ 21

CALENDAR

The calendar shall be included in this agreement and will include a list of Bargaining Unit member workdays, student contact days, and teacher orientation/preparation day(s).

Bad weather days shall be made up in excess of those hours covered in the State School Aid Act & Revised School Code. Interruptions to the school calendar for reasons other than weather shall be made up if necessary to meet the required hours under the State School Aid Act & Revised School Code. These days are to be made up by mutual agreement of the Board and Association.

ARTICLE 23 22

IN-DISTRICT RESIDENCY/SCHOOL OF CHOICE

Teachers residing within the Marion School District or placing their children (via school of choice) in Marion Schools will receive a two percent (2%) increase in their teaching salary for the school year.

ARTICLE 24 23

PROFESSIONAL DEVELOPMENT

A. Revised School Code Requirements

Professional Development Days shall be provided by the Board in compliance with Section 1527 of the Revised School Code. Such days are to be scheduled and planned jointly by representatives of the Board and the Association, each elected by their appropriate methods. Professional development days scheduled other than those provided for in Article 22 are to be compensated at a rate of one hundred dollars (\$100) per day.

B. Curriculum Work

A need for certified staff members to work on curriculum development, school improvement plans, pilot programs or other non-instructional work occasionally arises. A Bargaining Unit member, who voluntarily agrees to perform this type of work beyond the school day and is approved by his/her supervisor, will be paid in the amount of twenty dollars (\$20.00) per hour. These funds will be paid if not paid via other outside funding sources.

C. Graduate Credit

The Board will pay up to fifty percent (50%) of the cost of tuition. These classes must be approved in advance by the Superintendent/designee and must apply to the teacher's present or projected future teaching/administrative assignment. Teachers must receive a minimum grade of "B" to receive reimbursement. All requests for reimbursement of tuition, with proof of successful passing of the class, shall be made in writing to the Superintendent and be submitted not later than June 15th. A three (3) semester hour limit per applicant, per year will exist.

D. Certification Reimbursement

The Board will pay up to two hundred dollars (\$200) per year for certification renewal or endorsements related to current or future teaching assignments. Teachers must provide proof of endorsement receipt and payment.

The Board will reimburse a teacher for any special training programs deemed necessary by the Administration. The Superintendent must approve such class work prior to the teacher's enrollment in the program.

ARTICLE 25 24

TECHNOLOGY PROTECTION

A. Computer Use Protection

Teachers will not be responsible for problems that arise out of accidental Internet use.

B. Surveillance Protection

1. At the start of each school year, each building administrator shall provide a walk through for the MSEA building representative indicating the location of each surveillance device.
2. In the event that additional devices are added, the MSEA shall be consulted prior to installation.
3. The use of eavesdropping and similar surveillance procedures shall not be used by the District.
4. ~~It is specifically understood that surveillance equipment (i.e. cameras) cannot be used for the sole purpose of teacher evaluation and/or monitoring.~~
5. 4. District surveillance equipment will be used for building and student safety only.

SCHEDULE D

BUILDING SCHEDULES

<i>Building</i>	<i>Staff Start Time</i>	<i>Instructional Day Begins</i>	<i>Instructional Day Ends</i>	<i>Staff End Time</i>
<i>Elementary</i>	<i>7:50 am</i>	<i>8:00 am</i>	<i>3:15 pm</i>	<i>3:30 pm</i>
<i>Jr/ Sr High School</i>	<i>7:50 am</i>	<i>8:00 am</i>	<i>3:15 pm</i>	<i>3:30 pm</i>

SCHEDULE E

SENIORITY LISTING OF TEACHERS

August 2015

EMPLOYEE	YEAR OF HIRE	DATE OF HIRE	DEGREE/STEP	STEP ⁺	STEP/YEARS ⁺⁺
Timothy Michell	84-85	5-09-84	MA	28	33
Marcella Bennett	85-86	1-02-86	BA+20	26	31
Sandra Pluger	86-87	5-14-86	BA+20	26	31
Mark Johnson	86-87	6-09-86	MA	25	30
Tammy Ladd	86-87	7-10-86	BA+20	25	30
Elizabeth Fisher	86-87	8-25-86	BA+20	25	30
Michelle Henderson	89-90	8-09-89	BA+20	22	27
Nancy Vongphasouk	90-91	8-22-90	BA+20	21	26
Deborah LaLone	94-95	12-19-94	MA	17	22
Mary Bell	95-96	7-19-95	MA	16	21
Stephen Henderson	95-96	9-08-95	MA	16	21
Michelle Grimm	96-97	6-17-96	BA+20	18/15	23/20
Heather Deighton	96-97	6-20-96	BA+20	16/15	21/20
Suzette Robinson	97-98	8-8-97	BA+20	14	19
Anthony Baldwin	98-99	8-11-98	BA+20	13	18
Danyel Prielipp	98-99	8-14-98	BA+20	13	18
Jill Quist*	98-99	8-14-98	BA+20	14/13	19/18
Melissa Horstman	99-00	6-10-99	BA+20	12	17
Vicki Schutte	99-00	6-28-99	BA+20	12	17
Karen Flemming	00-01	4-7-00	BA+20	19/11	24/16
Peggy Swiger	01-02	6-22-01	MA	14/10	19/15
Jason Keeler	02-03	6-14-02	MA	16/9	21/14
Kurt Gillespie	03-04	7-15-03	BA+20	15/8	20/13
Adam Cole	04-05	8-09-04	BA+20	7	12
Pam Bontekoe	05-06	8-30-05	MA	9/5	14/10
Stacie Suttan	06-07	8-28-06	BA	5	10
Patricia Hazen	08-09	7-14-08	BA	3	5
Nicole McCrimmon	09-10	7-21-09	BA	8/2	13/7
Stacy Baker	09-10	9-14-09	BA+20	13/2	18/7
Janet Mort	11-12	8-24-11	MA	2	5
Jenae McCrimmon	12-13	10-9-12	BA+20	1	4
Joanie Whittaker	13-14	10-8-13	MA	1	3
Andrew Pluger	15-16	8-26-15	BA	1	1

*Recorded in contract book after other person of same date

** At maximum of seniority accrual as per Article 7, Paragraph J.

+Step means the step you are being paid at on the salary schedule.

++Years means the actual number of years working at Marion.

ARTICLE 26 25
NEGOTIATION PRACTICES AND DURATION OF AGREEMENT

This Agreement incorporates the entire commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this Agreement.

Should any portion of this Agreement or any application of this Agreement be found contrary to law or any rule or regulation of the State Department of Education, that portion shall be null and void. The remainder of this Agreement shall remain in full force and effect and the MSEA and Board shall meet to bring this Agreement into compliance with new rulings or regulations.

~~However, in the event a court or administrative agency (where no timely appeal has been filed) issues a decision that rules any or all of the prohibitive subject(s) of bargaining which address any of these provisions to be unconstitutional, unenforceable, or illegal for any reason, the effected provision(s) shall, after discussions are held between the parties, become effective and part of the successor collective bargaining agreement.~~

~~In the event an administrative agency or court renders a decision that holds that a prohibitive subject of bargaining is subject to negotiations but does not rule the prohibitive subject illegal, the Association agrees it will not seek immediate implementation of the provision which is covered by the court or administrative agency's ruling. The parties agree, in the event of the latter, that, instead negotiations consistent with any court or administrative agency will take place upon request.~~

No employee will be discriminated against so as to limit, segregate, or classify said person in any way that would deprive any individual of employment opportunities or adversely affect their employment status (firing, compensation, terms, conditions) because of their race, color, religion, sex, national origin, marital status, or membership in or Association with the activities of the Association.

The Board agrees to furnish the Association such information as required for the representation of its members.

The duration of this Agreement shall be from ~~August 21, 2012~~ **August 21, 2015** through ~~August 20, 2016~~ **August 21, 2018**. This Agreement shall be extended only by mutual written and signed agreement of the parties. ~~It is understood that in each school year (2013-14, 2014-15, and 2015-16), Article 16—Fringe Benefits, Schedule A Teacher's Salaries, and Schedule B will be reopened.~~

It is understood that if the district projected fund balance falls below 8% or below the state required amount (whichever is higher), both parties agree to reopen this contract.

Marion Board of Education

Board President Date

Board Secretary Date

Board Negotiating Team

Mort Meier, John Russell,
Diana Salisbury, Katrina Bontekoe

Marion Schools Education Association

MSEA President Date

MSEA Vice President Date

MSEA Negotiating Team

Anthony Baldwin, Heather Deighton, Michelle Henderson,
Mark Johnson, Tammy Ladd