

1996-99

MASTER AGREEMENT

BETWEEN THE

MARCELLUS COMMUNITY
SCHOOLS

AND THE

SOUTHWESTERN MICHIGAN
EDUCATION ASSOCIATION

Marcellus Community Schools

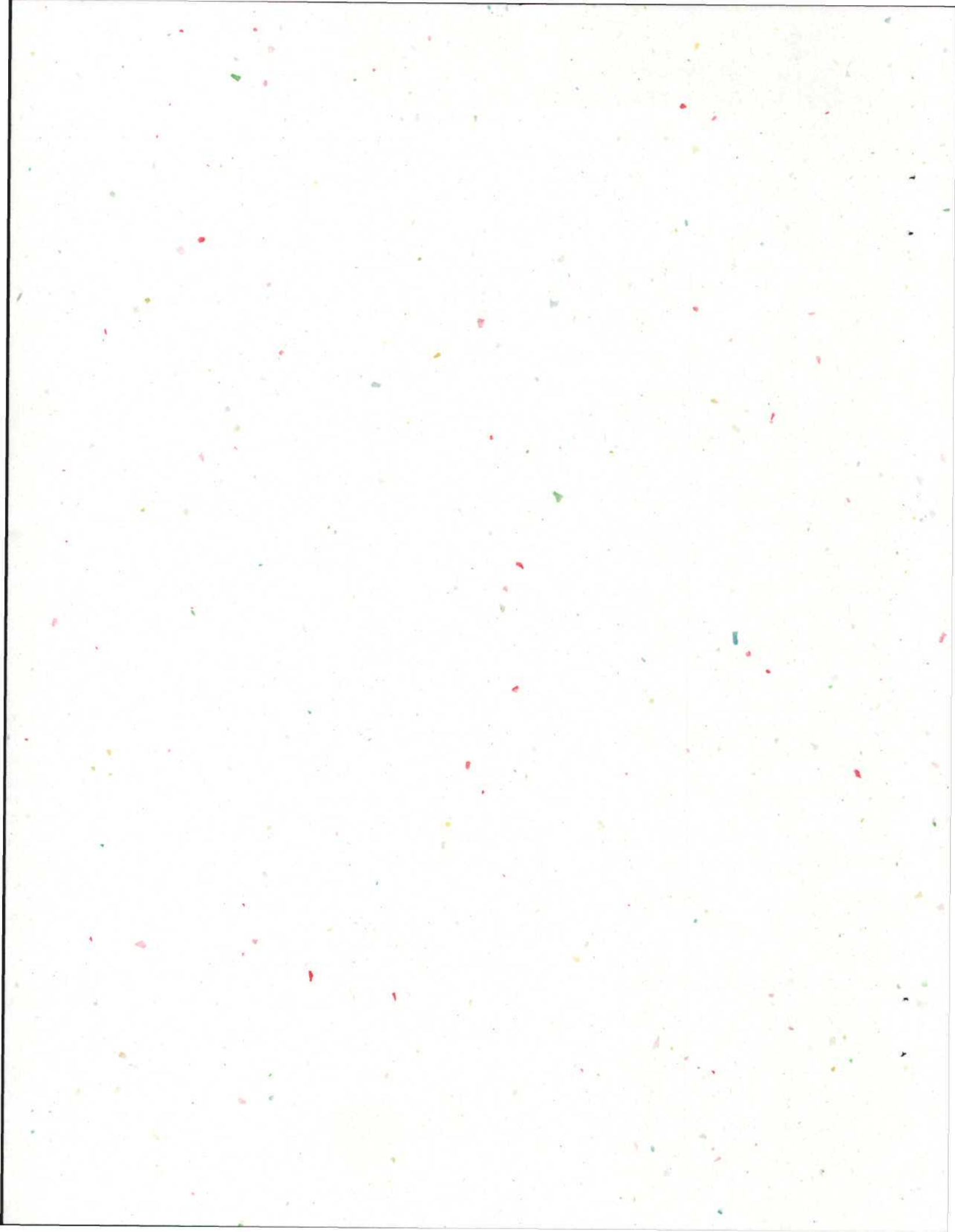
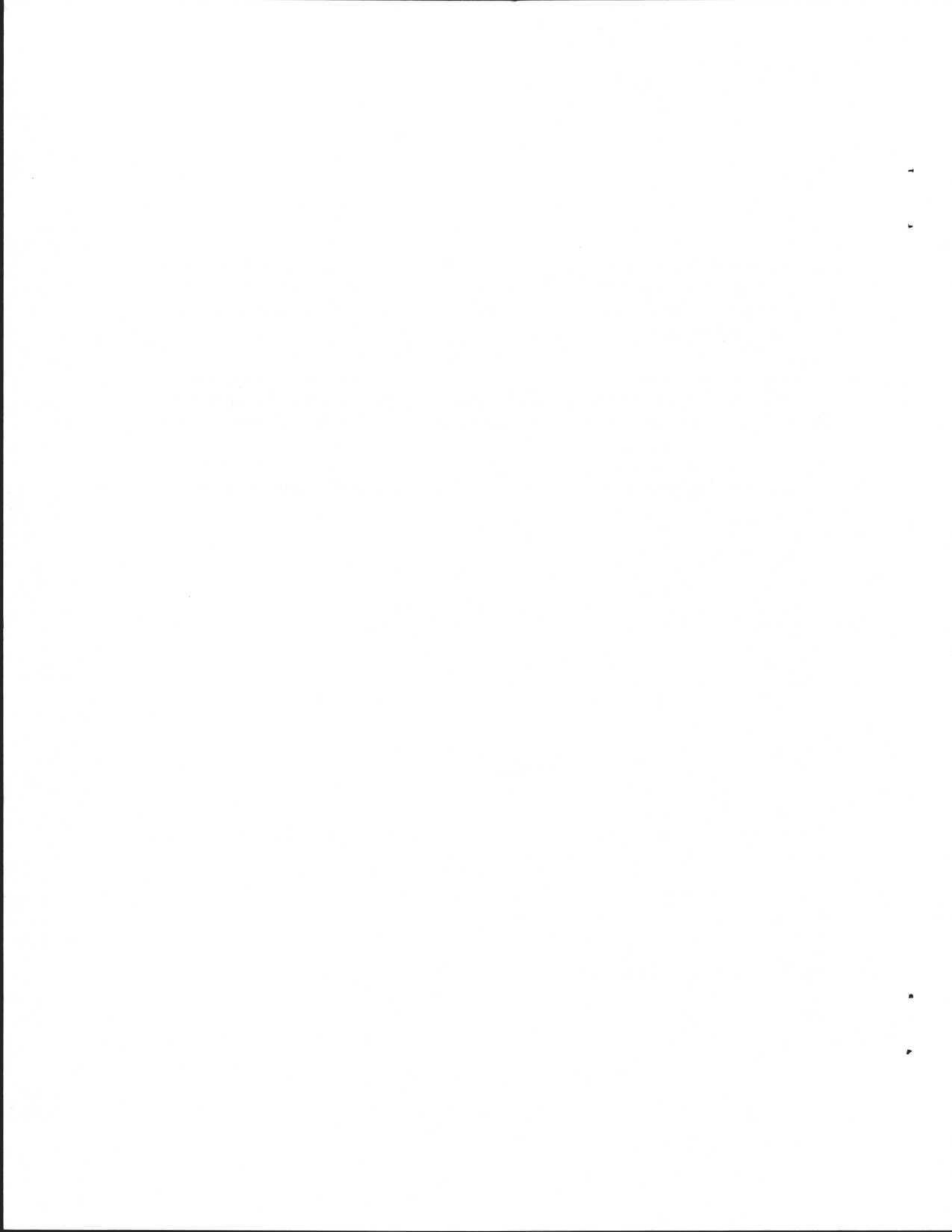


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ARTICLE I – RECOGNITION

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.

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

ARTICLE II – TEACHER RIGHTS

- A. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965 and to all the applicable laws and statutes pertaining to teachers' rights and responsibilities.
- B. Teachers shall have the right to join any teacher organization.
- C. If due to an emergency situation, the Board assigns a non-bargaining unit employee to perform bargaining unit duties on a permanent (year long) basis, then the affected person shall be subject to the Master Contract, with all rights, privileges and responsibilities, including any fees or assessments assigned thereto, prorated for the amount of time spent in bargaining unit work.

If the bargaining unit duties are in an area usually subordinate to the supervisory employee who will be performing in both capacities, then that employee shall be evaluated by his immediate supervisor in the area of his bargaining unit work as well as his usual position.

If the Association finds there are inequities caused by the dual positions, then redress may be sought through the grievance procedure.

D. COMPLAINTS - General

If the time lines and procedures as established in this agreement are not adhered to, the complaint may not be placed in the teacher's personnel file nor used in any disciplinary action against the teacher.

E. COMPLAINTS from parents or other school district residents.

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

- 1. The complaint may be referred to the teacher's immediate supervisor. That administrator shall ask the complainant to talk to the teacher or shall tell the teacher the nature of the complaint. The contact shall take place within five (5) school days of the teacher's immediate supervisor receiving the complaint.

ARTICLE II – TEACHER RIGHTS (Cont.)

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

F. COMPLAINTS from other school district(s).

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

- G. Notice will be given in writing of any derogatory items placed in the teacher's file and the teacher shall be given the opportunity to file a response thereto within ten (10) school days of the receipt of the written notice. The teacher's response shall be attached to the original material. By mutual agreement between the teacher and administration, material may be removed from the file at any time.

H. DISCIPLINARY ACTION

Any disciplinary action shall be taken in accordance with the following guidelines, namely:

1. All teachers covered by this agreement are hereby extended all the rights and responsibilities of this agreement and those rights and responsibilities contained in the various state laws concerning teachers. Under this agreement, all teachers shall be entitled to due process and shall not be dismissed, demoted or disciplined without just cause. No grievance concerning the dismissal of a probationary teacher due to unsatisfactory performance of his/her classroom duties and responsibilities shall be advanced beyond the fifth step of the grievance procedure contained herein. The association shall have the right, however, to advance the grievance of a probationary teacher to arbitration if the grievance is not based on unsatisfactory classroom performance.

ARTICLE II – TEACHER RIGHTS (Cont.)

2. A teacher shall be entitled to have present a representative of the Association during any disciplinary action beyond a verbal reprimand. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present provided that said representative shall be available within 3 school days. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
3. All teachers shall be entitled to full rights of citizenship. No religious or political activities or lack thereof, or the private or personal life of any teacher shall be grounds for any discipline or discrimination with respect to the professional employment of the teacher unless said activities adversely affect the outcomes of the teacher instruction.
4. If the violation concerns the character of the professional services of the teacher, the teacher shall be advised as to the corrective action to be taken and be given a reasonable time within which to take such corrective action.
5. Discipline for tenured teachers shall be administered in a progressive sequence which shall include an oral or written warning, an oral or written reprimand, suspension and discharge. This progressive sequence of discipline will be followed except when the seriousness of the violation, such as, but not limited to, illegal, unsafe, gross, or immoral action(s), warrants stronger disciplinary action on the first offense.

ARTICLE III – BOARD OF EDUCATION RIGHTS

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: 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.

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

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.

ARTICLE V – LEAVES

- A. An annual allowance of twelve (12) days leave accumulative to the number of required teacher work days, shall be allocated and distributed to teachers on the first teacher contract day each school year, for each full time teacher. These leave days are to be used for personal illness, disability, emergency leave, or personal business. Personal business shall be defined as any activity which cannot readily be performed at any time other than school time.

Upon return from leave, each teacher shall sign a slip indicating whether the leave was taken for illness, disability, emergency, or personal reasons.

- B. No more than three (3) consecutive days shall be used for personal business without the approval of the Superintendent. (Leave days shall not be used for extensions of vacations or for recreational purposes without prior approval of the superintendent.) Teachers are urged to inform their principal, or his/her designee, at least 48 hours prior to taking a personal leave.

A teacher who has accumulated more than one hundred (100) leave days shall be granted upon request one (1) day as an extension to one vacation period per year.

- C. LEAVE BANK

A leave bank, having been established by contributions of two (2) days per teacher, over several years shall accumulate to a maximum of 460 days. When the Bank has been reduced to 300 days, each teacher will be required to donate one (1) leave day to the Leave Bank.

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 300 days.

The Association shall be notified, in writing, of the total number of days in the Leave Bank at the beginning of each school year.

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.

No time may be drawn on the Leave Bank until the teacher has exhausted his/her own leave days.

- D. Absences for professional reasons shall not be counted as leave days. Such absences shall, however, have the approval in writing of the superintendent who may consult with the Association regarding the merits of such absence.

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 F of this article.

E. LONG TERM LEAVES

1. Education Leave

The Board shall grant, upon request of a teacher, a leave of absence without pay, for the purpose of educational advancement. The teacher shall return to the same teaching position, or a like position in the teachers major or minor field. Said leave shall be for one year, but it may be extended for a second year by the Board at the request of the teacher.

2. Family and Medical Leaves

- a. Upon request, the employer shall grant leaves of up to one (1) year for the following reasons:
- 1) the serious health condition of the employee; or
 - 2) the serious health condition of the employee's spouse, parent, parent-in-law, or child; or
 - 3) the birth of a child; or
 - 4) the placement of a child for adoption or foster care. Child includes any individual under 18 for whom the employee serves in loco parentis: a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.
- b. Whenever Practicable, the employee will provide the employer at least thirty (30) days written notice of the request for the leave. It will include the reason for the request; the expected beginning date; the expected ending date.

ARTICLE V – LEAVES (Cont.)

- c. The employee shall have the option of first using accrued paid sick leave and/or personal leave during all or part of the duration of the leave. The remainder of any leave time will be unpaid.
- d. The employee shall have the right to take the leave on a reduced or intermittent schedule.
- e. Employer paid health benefits will be continued for up to twelve (12) weeks.
- f. When returning from leave the employee shall be reinstated to the same position or a like position in the teachers major and minor field.
- g. A leave extension may be granted by the Board upon written request of the employee.
- h. The above Family and Medical leave provisions shall be governed by the terms of the Family and Medical Leave Act of 1993.

3. Returning From Leave

The employee who is on a leave shall be presumed to be returning. Said employee must, however, notify the Board not later than April 1 of the intent to return or a replacement will be hired. 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.

4. Long Term Leave - Other

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

5. The employee may purchase group health insurance at his/her own expense.

F. SHORT TERM LEAVES

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. Within fifteen (15) school days of receipt of said request the Board will notify the teacher of its' decision.

G. 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.

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

I. JURY DUTY

A leave of absence shall be granted to a teacher who is summoned and who serves on jury duty. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he/she would have been at school. Teachers must turn in pay received for jury duty to the Superintendent's office and they will receive their regular pay, unless this results in an undo tax liability.

J. MATERNITY LEAVE

A leave of absence shall be granted in accordance with State and Federal statutes.

ARTICLE VI – TEACHING CONDITIONS

A. CLASS SIZE

1. No class shall have an enrollment exceeding 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 that a study be made by a committee composed of the teacher, one association representative, the supervising principal and the superintendent who shall conduct the study within fifteen (15) work days.

Alternatives resulting from the study may be presented to the Board if Board action is needed for implementation. If the teacher is not satisfied with the action taken by the Board, he may seek redress through the grievance procedure.

2. Every effort shall be made to maintain a pupil-certificated teacher ratio of not more than 20 to 1. (Certificated teachers include all classroom and special teachers with valid teaching certificates.)

B. QUALIFICATIONS AND ASSIGNMENTS

1. Teachers shall be given written notice of their teaching assignments for the coming year no later than June 1. No change shall be made later than July 1 without prior consultation with the affected teacher.
2. Teachers shall not be assigned for more than two consecutive semesters outside the scope of their teaching certificates or their major or minor field. No teacher assigned to such a position shall be evaluated on the basis of his/her performance in instruction in that subject matter.
3. The above shall apply to all new Marcellus teachers as of the beginning of each school year.

C. VACANCIES, PROMOTIONS AND TRANSFERS

1. A vacancy shall be interpreted as a an instructional or extra-duty position made available by the addition of a new position or by the departure of a staff member. Vacancies shall be filled on the basis of the seniority and certification of the applicant.

ARTICLE VI – TEACHING CONDITIONS (Cont.)

2. Instructional or extra-duty vacancies, which are to be filled, shall be posted for bargaining unit applications for a period of ten (10) work days. A copy of each posting shall be provided to the Association President at the time of the position is posted.
3. During the summer recess, vacancies shall be posted for ten (10) calendar days and will be distributed to teachers via US Mail.
4. No vacancy posted prior to August 1st shall be posted for less than ten (10) working days, except by mutual agreement between the parties.
5. An involuntary transfer will be made only to prevent an undue disruption of the instructional program. An administrator shall notify the teacher(s) of reasons for the transfer before the transfer is made.

D. MENTOR TEACHER

1. A Mentor will be assigned to teachers during their first three (3) years of classroom teaching employment under regulations of P.A. 335.
2. The building principal, after consultation with the building representative, shall appoint a person who qualifies under Section 1526 of P.A. 335 of 1993 as a mentor for each probationary teacher. Any person selected or recommended may decline to serve as a mentor. The Association President shall be informed of mentor/mentee appointments when they are made.
3. Teachers may make application to the building principal to become a mentor teacher. Bargaining unit members shall be given first consideration.
4. Every effort shall be made to match mentor teachers and probationary teachers who work in the same building and have the same areas of certification.
5. The mentor teacher's assignment shall be for one (1) school year subject to review by the mentor teacher and probationary teacher. The appointment may be renewed in succeeding years up to three.
6. When possible, the mentor and probationary teacher will be assigned a common preparation time.

ARTICLE VI – TEACHING CONDITIONS (Cont.)

7. The mentor teacher shall not participate in the supervision or evaluation of the probationary teacher. The mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the probationary teacher's evaluation.
8. The administration will keep the mentor and the probationer well advised of potential concerns—no last minute surprises.
9. 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 prior to the beginning of school and monthly thereafter as a minimum.
 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.
 - c. Observe the probationary teacher one full class period a minimum of five (5) times to provide insight and instruction of lesson plans and teaching techniques.
 - d. Provide written feedback at the conclusion of each semester and discuss this feedback with the probationer.
10. Each mentor shall be compensated at the rate of 3% of the BA Base each year for their services inclusive of training activities outside the work day or school year, not to exceed five (5) days beyond the contract year.
 - a. Payment will be made for each teacher they mentor.
 - b. Mentors being hired before or during the first grading period will receive full pay, hiring during the second grading period shall receive seventy-five (75) percent salary, hired during the third grading

ARTICLE VI – TEACHING CONDITIONS (Cont.)

period will receive fifty (50) percent salary, and if hired during the last marking period shall receive twenty-five (25) percent of the salary.

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

E. HIRING OF SUBSTITUTES

1. As much advance notice as possible shall be given to any teacher asked to substitute for another teacher who may be absent. It is the responsibility of the teacher to notify the administration at least one day in advance of a planned absence.
2. Teachers substituting for another during their conference hour shall be reimbursed at one-sixth (1/6) of their daily salary or they may accumulate one period of compensatory time for each period they substitute. The Superintendent or Superintendent's representative shall decide which of the above options are available to the teacher at the time the teacher is requested to substitute.

An accumulation of six such periods earns the teacher one personal day off with pay. A teacher may accumulate no more than three leave days off with pay per school year. Compensatory time earned but not used by the end of the school year shall be carried over to the next school year.

Compensatory time may be taken in increments of one period.

Compensatory time may be taken at any time which is mutually agreeable to both the teacher and the building Principal.

Opportunities to substitute shall be offered on a rotating basis among those teachers who are available.

3. Notification of a pending absence shall be made to the building principal or a designee.

ARTICLE VI – TEACHING CONDITIONS (Cont.)

- a. Teachers shall call at least 1 1/2 hours before the scheduled start of instruction except in cases of sudden illness or emergency.
- b. If a teacher is late with said notification more than three (3) times within a school year without a valid reason, a per diem deduction of pay shall be made in the amount of 1/184th of the teacher's contracted salary.

F. WORK DAY

1. The work day shall be seven (7) hours and fifteen (15) minutes inclusive of the lunch period.
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 close proximity to their classrooms at the start of the teacher work day, unless otherwise approved by the building principal,
4. On Fridays and days preceding holidays or vacations, teachers shall be free to leave after students have been dismissed.
5. 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.
6. The Parties acknowledge their obligation to comply with any state mandated minimum hours of pupil instruction. Modification in the present work day may become necessary to meet state required minimums. The association agrees that it will make these modifications when necessary and the Board agrees that any modifications in the work day will be resolved with the Association prior to implementation.

G. WORK YEAR

The work year shall be comprised of 184 teacher work days. This limit shall be reflected in the annually negotiated school calendar found in Appendix A.

ARTICLE VI – TEACHING CONDITIONS (Cont.)

H. STAFF MEETINGS

Staff meetings shall not be held more often than ten (10) times each school year unless mutually agreed upon by the principal and the Association. Teacher participation in meetings in excess of ten (10), or which exceed forty-five (45) minutes, shall be on a voluntary basis. The administrator and the teachers shall mutually agree on the time of day that meetings will be held.

I. TEACHER PREPARATION TIME

All teachers shall have the equivalent of at least one preparation period per day, but in any event no less than 225 minutes per week. The preparation period shall not include the period of time prior to or after the student instructional day.

Preparation or conference time which may be included in a teacher's schedule shall be construed as being duty time.

J. DUTY FREE LUNCH

Each teacher shall be guaranteed a duty-free lunch period of no less than 30 consecutive minutes in the high school and in any grades having a regular preparation period every school day.

Each teacher in any grade not having a preparation period of at least 40 minutes every school day shall be guaranteed a minimum of 40 consecutive minutes of duty-free lunch period.

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

K. STUDENT VIOLATIONS

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

ARTICLE VII – TEACHER EVALUATION

A. PROBATIONARY TEACHERS

1. Probationary teachers shall receive a minimum of two (2) written evaluations each year.
2. The written evaluations shall be based upon a minimum of two (2) classroom observations. The classroom observations for the last written evaluation of the school year shall be at least 60 days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration.
 - a. Each building administrator and teaching staff must mutually agree upon an appropriate classroom observation instrument.
 - b. Classroom observations shall last at least one (1) hour or one (1) class period.
 - c. The building principal shall meet with the teacher to review the classroom observation form within five (5) school days following the classroom observation.
 - d. The evaluation instrument must be consistent with the probationary teacher's IDP.
3. The initial classroom observation for the first evaluation shall not be made prior to October 1st. Any classroom observation prior to October 1st cannot be used for the first written evaluation unless agreed upon by the classroom teacher.
4. The last written evaluation must be completed by April 15th.
5. No classroom observation will be scheduled the day before or after vacation, or an extended illness, without the agreement of the teacher.
6. The contents of the evaluation are not grievable.

B. TENURE TEACHERS

1. Tenure teachers shall be evaluated at least once every other year.
2. All evaluations shall be completed prior to April 15th. In the event evaluations are not completed prior to April 15, said evaluations shall not be placed in the teacher's personnel file nor used in any disciplinary action.

ARTICLE VII – TEACHER EVALUATION (Cont.)

3. No classroom observation will be scheduled the day before or after vacation, or an extended illness, without the agreement of the teacher.
 4. Each building administrator and teaching staff must mutually agree upon an appropriate classroom observation instrument.
 5. Prior to each evaluation, the teacher shall be observed in his/her classroom at least once. Such classroom observation shall be for a period of not less than fifteen (15) minutes. The evaluation will be based upon this classroom observation as well as the teacher's overall performance.
 - a. A copy of the classroom observation report shall be submitted to the employee within five (5) school days of the observation.
- C. Every teacher shall receive a copy of the instrument to be used in the formal, written evaluation by September 30th. The instrument shall be adopted through consensus by the Association and the Administration. The instrument may be changed after September 30th if agreed upon by the building principal and the Association.
- D. A conference between the teacher and the evaluator shall be held at the time the evaluation is given. If the administration identified areas needing improvement, he/she shall call those to the teacher's attention, and shall give specific steps in writing within five (5) working days for a satisfactory rating, and shall give sufficient time for improvement before those areas are included in a final evaluation.
- E. Each teacher may see the contents of his/her file at the time of the formal conference except for confidential credentials sent to the school by a college or university. A teacher may see the contents of his/her file at any other time that is mutually convenient between the teacher and principal. In any formal conference, the teacher is entitled to have an Association representative present if he/she so desires.
- F. If the Association feels that an evaluation document is too subjective, the Association shall meet with the principal to discuss the problem.
- G. Each teacher shall be able to write a rebuttal to any statements made in his/her evaluations or placed in his/her file. The rebuttal shall become part of that teacher's file.

ARTICLE VIII – TEACHERS' LOUNGE

The existing teacher lounges as provided in 1995-96 shall continue to be provided and will be cleaned on a daily basis.

ARTICLE IX – NO STRIKE CLAUSE

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

ARTICLE X – GRIEVANCE PROCEDURE

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

LEVEL ONE

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

LEVEL TWO

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

LEVEL THREE

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

LEVEL FOUR

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

ARTICLE X – GRIEVANCE PROCEDURE (Cont.)

LEVEL FIVE

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

LEVEL SIX

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

GENERAL PROCEDURES

1. If any teacher, for whom a grievance is sustained, shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same and/or its equivalent in money shall be paid to him regardless of his employment.
2. The fees and expenses of the arbitrator shall be paid by the non prevailing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
3. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties.

ARTICLE X – GRIEVANCE PROCEDURE (Cont.)

4. Should either party, or their agents, not abide by the time limits set forth in the grievance procedure, the grievance shall be conceded and the other party's position shall stand.
5. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
6. The Association may, at any time, withdraw a grievance, without prejudice, by written notification to the Superintendent.

ARTICLE XI – INSERVICE AND CURRICULUM COMMITTEES

A. CURRICULUM STUDY COMMITTEES

1. All teachers will serve on a subject area curriculum committee.
2. Teachers can choose the committee on which they would like to serve or be assigned by the Administration.
3. Each committee will elect a chairperson and a recorder.
 - a. The chairperson is responsible for conducting committee meetings, reporting to the Board at the June meeting and coordinating the groups activities.
 - b. The recorder is responsible for taking minutes of the meetings and sending copies to committee members and the superintendent.
4. Duties include developing and reviewing annually outcomes for each grade and course, developing testing procedures for determining student achievement of outcomes, and making sure MEAP/Proficiency objectives are taught at appropriate times to maximize student performance on the MEAP/Proficiency exam.
5. Chairpersons will receive a \$100 stipend.
6. Curriculum study committees will meet a minimum of eleven and one fourth (11 1/4) hours during the school year.

B. CURRICULUM COUNCIL

1. Membership of the curriculum council is comprised of the chairperson of each curriculum study committee, one teacher from Volinia, 3 teachers chosen at large, all building principals, a board member and the superintendent.
 - a. The three at large positions are divided among the elementary, middle and high schools making the number of members from each of the buildings as even as possible.
 - b. Each building will select their at large members by a method agreed upon at the building level.

ARTICLE XI – INSERVICE AND CURRICULUM COMM. (Cont.)

- c. Chairperson to be selected at the May meeting for service the following year.
2. Duties
 - a. Approving all curriculum revisions for recommendation to the board.
 - b. Approve all textbook requests for recommendation to the board.
 - c. Coordinate the MEAP/Proficiency testing program.
 - d. Serve as the district in-service committee.
 - e. Other curricular related duties as determined by the curriculum council.
 3. Meeting will be held a minimum of four times a year-dates and times will be established by the Curriculum Council.

C. SCHOOL IMPROVEMENT/EXPERIMENTAL PROGRAMS

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

ARTICLE XI – INSERVICE AND CURRICULUM COMM. (Cont.)

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

ARTICLE XII – MISCELLANEOUS

A. PROVISIONS CONTRARY TO LAW - AMENDMENT

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. An evaluation instrument agreed to by the administration and the Association shall be used annually as a means of administrative evaluation. The instrument shall be agreed upon no later than the end of the first semester and shall be administered by April 15th.

C. A teacher shall promptly notify the Administration in writing of any defective condition in the physical facilities of the District which may reasonably be expected to cause injury to persons or property. Provided notification is timely, accurate and properly delivered, the teacher, after said notification, shall not be personally liable for damage which results from the condition. Said notification shall be acknowledged in writing by the administration within three (3) school days.

D. LEAST RESTRICTIVE ENVIRONMENT

1. In order to assist handicapped students in making a successful transition from full time placement in special education classes to a combination of regular and special education classes pursuant to placement recommendations made by an individualized educational planning committee, the following transition guidelines will be followed:

- a. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to serve on the IEPC for that student.
- b. When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration, provided, however, that no regular education teacher shall be required to administer prescription drugs or to undertake certain procedures such as suctioning, catheterization or the like.

ARTICLE XII – MISCELLANEOUS (Cont.)

- c. 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.
- d. Any member of an IEP committee shall have the right to reconvene the committee for the purpose of reviewing and recommending revisions of the current individualized education program if deemed appropriate, in accordance with procedures set forth in Michigan Special Education Rules.

ARTICLE XIII – EMPLOYEE AND ASSOCIATION RIGHTS

- A. Employees shall have the right to use school buildings at all reasonable hours outside working hours, for meetings, provided that when special custodial service is required, the Board may make reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day nor until 6:00 P.M.
- B. Employees shall have the right to use school facilities and equipment, including typewriters, duplicating equipment, computers, etc. for Association business. They shall pay for the customary, reasonable cost of materials and supplies.
- C. The Association shall have the right to post notices of activities relating to official Association business on teacher bulletin boards. The Association may use the teacher mail boxes for communication to teachers.

D. ASSOCIATION MEMBERSHIP

In accordance with the terms of this article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.

1. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
2. Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA policy and procedures regarding Objections to Political Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
3. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to that Association.
4. Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.

ARTICLE XIII – EMPLOYEE AND ASSOCIATION RIGHTS (Cont.)

Upon written authorization by a bargaining unit member or pursuant to paragraph 3, the Employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. Such authorization shall continue in effect from year to year unless revoked in writing between August 1st and September 1st of any year. Pursuant to such authorization, the Employer shall deduct one-fifteenth (1/15) of such dues or fees from each regular salary check of the employees beginning in September until paid in full. Deductions for employees employed after the commencement of the school year shall begin with the next scheduled pay period for all employees to pay their appropriate dues or fee in full prior to or with the last paycheck in May.

5. Application and Indemnification - The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association, by the execution of this Agency Shop provision, expressly agrees to indemnify and save the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of this provision, or by reason of claims or demands made by the Association that a teacher be discharged because of this provision.
6. Association Responsibilities - The Association agrees that it will cooperate with the Board in enforcing the work standards, schedules, rules and regulations of this Agreement and will not engage in nor encourage concerted action of any type against the Board which would be in violation of this Agreement or in violation of the laws or status of the State of Michigan.

E. COMPLAINT PROCEDURE

In the event a teacher wishes to register a complaint which is not subject to the grievance procedure, the complaint procedure will be as follows:

1. 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.
2. 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.

ARTICLE XIII – EMPLOYEE AND ASSOCIATION RIGHTS (Cont.)

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

ARTICLE XIV – TEACHER PROTECTION

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

If situations occur where teachers are being subjected to acts of violence, attacks by students resulting in damage to their homes and property, or general harassment, all of which affect the well-being and mental states of both the teacher and members of their immediate families so that they feel they cannot live comfortable lives and carry out normal activities without fear of continuous assaults, the Board or its representatives will make every possible effort, cooperating with local law enforcement agencies, to apprehend the guilty parties and will take appropriate action to the extent the law allows.

ARTICLE XV – LAY-OFF AND RECALL PROCEDURE

A. LAY-OFF PROCEDURE

Should substantial and unforeseen changes in student populations, financial conditions, or other changes cause the elimination of or reduction in programs, thus necessitating the lay-off of personnel, the following procedure shall prevail:

1. The Board shall, by April 15, give notice of lay-off to the individual(s) involved. Should an emergency situation cause a lay-off to become necessary at any other time of the year, the Board shall notify the teachers to be laid off as soon as they are aware of the situation and provide no less than thirty (30) days notice of the effective date of the lay off.
2. Teachers shall be laid off in the inverse order in which they were hired except as follows:
 - a. To the extent permitted by law, probationary teachers shall be laid off first, beginning with first year probationary teachers, followed by second year, and then third year probationary; and finally fourth year probationary provided that there is a tenured teacher who is certified and qualified to perform the duties of the position being vacated by the probationary teacher, unless such position is being eliminated altogether.
 - b. If further reduction is necessary, then tenure teachers in the specific positions being reduced shall be laid off on the basis of seniority, and said teachers shall have the right to displace a teacher with less seniority, if such teacher is certified and qualified to perform the duties of the position to be staffed.
3. If for any reason the Board anticipates a reduction in staff, it shall, before taking action, consult with the Association to receive recommendations regarding priorities and procedures to be followed. Such recommendations shall not be binding upon the Board, but will merely serve as suggested guidelines, except that procedures as outlined in the contract shall be followed.

- B. Changes in a teacher's certification while on lay-off shall not affect the teacher's status during the lay-off period. Laid off personnel shall not lose benefits accrued during the previous school year.

ARTICLE XV – LAY-OFF AND RECALL PROCEDURE (Cont.)

C. RECALL PROCEDURE

The Board shall re-hire teachers in the inverse order in which they were laid off provided that:

1. The teacher is certified and qualified to perform the duties of the position to be staffed.
2. The obligation of the Board to re-hire a teacher shall terminate twenty-four (24) months following lay-off, or upon the failure of the teacher to report his acceptance of the offered position within fifteen (15) work days from the date of receipt of the notice of recall (unless an extension is granted by the Board in writing), whichever shall first occur. Notice shall be given to the teacher at the last address furnished by the teacher in writing. Notice shall be sent to the teacher by registered or certified mail.
3. A laid off bargaining unit member shall, upon application, be granted priority status on the District substitute list for long term substitute pay.

D. SENIORITY

1. There will be one seniority list maintained on a district-wide basis. This list will be circulated at the beginning of the school year to all teachers. The list will include years of experience and graduate credit hours, and each teacher will be expected to review his own credentials and make known any error to the superintendent within twenty (20) work days.
2. Seniority is defined as length of continuous service within the district from the date of the teacher's first contract.
 - a. It is agreed by both the Board of Education and the Marcellus Education Association that Article XV, Section D, Paragraph 2 of the Master Agreement shall be interpreted to mean that seniority will be accrued only in the years in which a teacher is actively employed by the Marcellus School District.
 - b. Any teacher who takes a leave of absence of one or more full years for whatever reason, shall maintain the seniority she/he gained prior to her/his leave, but shall not accrue seniority during the years of her/his leave of absence.

ARTICLE XV – LAY-OFF AND RECALL PROCEDURE (Cont.)

- c. A teacher who resigns her/his position with the Marcellus School District shall lose all previously accrued seniority in the event that teacher is reheard by the Marcellus School Board.
3. In the event two (2) or more teachers have the same length of service within the district, seniority will go first to the teacher who has had the most teaching experience outside the district. Should the length of service both inside and outside the district be the same, then the teacher with the greater number of graduate hours will be granted higher seniority.

ARTICLE XVI – DURATION

This agreement shall become effective August 16, 1996 and shall remain in effect through August 15, 1999, subject to the following provisions:

- A. Any article or part thereof may be opened for negotiations at any time when both parties of this contract agree to said reopening.
- B. 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.
- C. 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.
- D. Compensation is effective through August 15, 1999.
- E. 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.

ARTICLE XVII – COMPENSATION & FRINGE BENEFITS

A. SALARIES

Teachers shall be paid salaries and wages in accordance with the salary schedule, (Schedule A), and other individually applicable sections of this article.

B. INSURANCE BENEFITS

1. The Board shall provide a MESSA-PAK PLAN A insurance plan which includes the following:

a. Health - MESSA Super Q100

Each employee desiring health insurance shall be assured of said insurance for the employee, or the employee and spouse, or the employee and employee's children, or for the employee and employee's spouse and children either through insurance in the name of the employee or in the name of the employee's spouse if the spouse is an employee of this school district. No employee is to have double coverage through local insurance and the spouse's insurance from another employer.

b. Dental - This includes Delta Dental Plan "C" with Orthodontic Rider "03" plus the corresponding adult orthodontic rider, including internal and external coordination of benefits (COB), for all bargaining unit members and their eligible dependents as defined by MESSA/Delta.

c. Vision - This includes MESSA Vision Service Plan II for all bargaining unit members and their eligible dependents as defined by MESSA.

d. Life Insurance - This is for \$10,000 AD&D

2. The Board shall provide a MESSA-PAK Plan B for those not choosing health insurance which includes the following:

a. Dental - Delta Dental Plan "C" with Orthodontic Rider "03" plus the corresponding adult orthodontic rider, including internal and external coordination of benefits (COB).

b. Vision - MESSA Vision Service Plan II.

c. Life Insurance - \$10,000 AD&D.

ARTICLE XVII – COMPENSATION & FRINGE BENEFITS (Cont.)

3. For those teachers not choosing health insurance, in addition to MESSA-PAK Plan B, the Board will provide options.

- a. The cost of the MESSA Super Care Single subscriber monthly premium for Cass County (\$204.90 for 1996-97) may be applied on an individual basis to purchase any of the MESSA Variable Options as found on the health enrollment form, Michigan Educators Financial Services (MEFSA) Annuities, or any other annuity agreed upon by the Association and Administration. Any amount exceeding the Employer subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the group.
- b. The Marcellus Board of Education agrees to adopt a written qualified Salary Reduction plan document under IRS Section 125. This plan will allow the employee to take the value of the MESSA Super Care I single subscriber premium as a cash option in lieu of health insurance benefits under a qualified Section 125 Salary Reduction Agreement and/or direct their cost toward the purchase of the Options or annuities named in paragraph a above.

The Section 125 Plan will be subject to review by the Association prior to adoption by the Board. The parties agree to resolve any concerns, if any, raised by the Association prior to implementation.

The program will become effective as quickly as possible but no later than September 15, 1997. Benefits currently being provided to the bargaining unit shall continue as is until the Section 125 plan is in effect.

- c. Where spouses are teaching in the school district, one may elect full health insurance and the option money available to the other may be used for options for either spouse at the discretion of the couple.
4. The Board will pay premiums for MESSA-PAK Plans A & B in the amount not to exceed:

120 percent of the previous years premium for 1996-97
110 percent of the previous years premium for 1997-98
109 percent of the previous years premium for 1998-99

Amounts in excess of the Board paid premium will be payroll deducted.

ARTICLE XVII – COMPENSATION & FRINGE BENEFITS (Cont.)

5. Exceptions

- a. Said insurance allowance shall not be retroactive for employees contracting after September 1 to teach in the Marcellus Community Schools.
- b. In the event a teacher terminates his teaching contract with the effective date before June 1, insurance benefits shall terminate in the last month of employment.
- c. A teacher whose contract is terminated by the Board, or who is laid-off shall have all pre-earned fringe benefits paid by the school district on a pro-rata basis.
- d. In the event a teacher requests and is granted a leave of absence without pay, the employer's liability for said employee's insurance premiums shall terminate during the period of said leave.
- e. Insurance allowances shall be prorated for employees not employed for a full school day.

6. The Board shall provide MESSA PAK PLANS A or B for a full twelve month period. Coverage will commence October 1 and continue through the following September 30.

7. The Board will continue to pay its portion of premiums for teachers who are absent but under contract to the school except as stipulated in 5-a above.

8. Regularly employed part time employees will be allotted a prorated amount. Teachers entering the system during the year will only be allowed coverage from time of entrance until the following September 30.

C. CREDIT FOR TEACHING EXPERIENCE

1. Full credit for years of teaching employment in accredited Michigan public schools (University of Michigan, North Central, or Department of Education) will be allowed following the receipt of the BA. degree. No more than five (5) years employment credit for non-degree teaching employment will be given on the degree schedule hereinafter set forth.

ARTICLE XVII – COMPENSATION & FRINGE BENEFITS (Cont.)

2. Credit for previous teaching experience shall be given to a newly hired teacher to a maximum of five (5) years. The Board may grant up to seven (7) additional years at its discretion.
3. At the Superintendent's discretion experience may be allowed for work experience or training other than college if it is related to the instructional assignment.

D. CREDIT FOR PROFESSIONAL ADVANCEMENT

1. Teachers with a bachelors degree, provisional certificate and all course work requirements for the next highest Michigan certificate will be paid \$15.00 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 of schools. 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.
2. Those that have a 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.
3. Should a Master's degree be obtained, the teacher shall go to the master schedule. Teacher's 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.
4. Fully certified teachers with a bachelors degree will be paid \$15.00 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 \$15.00 per semester hour for those with less than a Master's degree until reaching the MA or BA plus 30 hours column.
5. Those persons with a Master's Degree, or who earn hours beyond the BA+30, will be paid at the rate of \$10.00 per semester hour.
6. 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.

ARTICLE XVII – COMPENSATION & FRINGE BENEFITS (Cont.)

7. Teacher's 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.
8. The Board will continue reimbursing current teachers for hours earned prior to September 1, 1989, in the above manner. New hours earned will be reimbursed after that date in the following manner:
 - a. Bargaining unit members will be reimbursed \$100.00 for each course completed. The \$100.00 will be reimbursed upon receipt of proof of completion of the course or courses.
 - b. Courses must apply toward another degree or toward maintaining or acquiring certification or be deemed by the Superintendent to be beneficial to the teacher's field, their teaching assignment, or general academic improvement and must have prior approval of the Superintendent.
 - c. The Board's liability for the above reimbursement shall not exceed \$4,000.00 per year.

E. FURTHER PROFESSIONAL REQUIREMENTS

1. All teachers under the age of 55 and without a Master's degree or 30 hours beyond a Bachelor's degree shall obtain six (6) semester hours of credit for every five (5) years they teach in the Marcellus Schools to be eligible for the next higher amount of the salary schedule. Said additional hours shall be reimbursed at the herein before set forth rate if they meet the stated requirements.
2. Experiences which are educationally beneficial to the teacher and school may be substituted for the semester hours requirement. Said experiences shall not be reimbursable and shall be substituted at the discretion of the Superintendent.

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-sixth (1/6) 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.

ARTICLE XVII – COMPENSATION & FRINGE BENEFITS (Cont.)

G. EXTRA DUTY

1. Extra duty assignments will be posted annually by May 1 with an application deadline of May 15.
2. Assignments will be made based strictly on the applicants' seniority.
3. All assignments will rotate on a yearly basis until all interested bargaining unit members have had an opportunity to serve in the rotation.
4. The following will be defined as extra duty assignments and will be paid at the driver education director rate:

Cafeteria, Halls, Detention, Parking Lot, Gymnasium, Saturday School, Noon Supervision, Recess, and Summer School.

H. RETIREMENT BENEFITS

1. Teachers electing to retire before the age of sixty-five (65) after twenty (20) years of teaching experience shall have their first year of health insurance fully paid by the Board.
2. Any teacher retiring after twenty (20) years of teaching experience who has more than twenty (20) days of unused accumulated leave days to his/her credit, excluding the teacher leave day bank, shall receive the current district substitute teacher rate for each day of unused accumulated leave. Payments above \$1,000 shall be prorated over the four pay periods immediately following the last day of employment.

I. REIMBURSEMENT FOR TRAVEL EXPENSES

Mileage:

Teachers shall be paid mileage for driving their personal vehicle to staff development conferences and other school related business in the following manner:

1. Travel within the district shall be paid at the previous year's IRS rate.

ARTICLE XVII – COMPENSATION & FRINGE BENEFITS (Cont.)

2. Travel outside the district:
 - a. Concentric circles with 30 mile increments shall be drawn on a map with Marcellus being the center of the circles.
 - b. Teachers will be paid \$5.00 for travel within the first circle and an additional \$5.00 for travel in each additional circle.

J. DRIVER EDUCATION

	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
Director	\$16.00	\$16.32	\$16.65
Teacher	\$15.00	\$15.30	\$15.61

The person or persons teaching this course shall be notified no later than the end of the first semester of this assignment for the following spring and summer program, except in emergency or unexpected vacancy.

Only instructors with safe driving records shall teach driver education.

K. EXTRA-CURRICULAR

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. Although there is no tenure in extra-curricular positions, the person holding the position the previous year may be granted the assignment at the option of the Board or the Board's designee regardless of qualifications of other applicants. It is agreed that these positions are open each year and that posting is required only if a position is vacant. A person holding a position one year who is not to be re-hired in that vacated position shall be notified prior to posting of that position.

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.

ARTICLE XVII – COMPENSATION & FRINGE BENEFITS (Cont.)

1. Coaching Duties

Basketball & Football

Position	1996-97	1997-98	1998-99
Head Coaches	11% of base	11% of base	11% of base
Assistant Varsity	9% of base	9% of base	9% of base
Junior Varsity	7.5 % of base	7.5 % of base	7.5 % of base
9th	7% of base	7% of base	7% of base
8th	6.5% of base	6.5% of base	6.5% of base
7th	6.5% of base	6.5% of base	6.5% of base

Baseball, Track, Volleyball, Softball, Soccer, & Cross Country

Position	1996-97	1997-98	1998-99
Head Coaches	8% of base	8% of base	8% of base
Junior Varsity	5.5 % of base	5.5 % of base	5.5 % of base
9th	5% of base	5% of base	5% of base
8th	4.5% of base	4.5% of base	4.5% of base
7th	4.5% of base	4.5% of base	4.5% of base

2. Other Positions

	1996-97		1997-98		1998-99	
	High School	Middle School	High School	Middle School	High School	Middle School
Band Director	12.5% (with H.S.)		12.5% (with H.S.)		12.5% (with H.S.)	
Choir	5%		5%		5%	
Yearbook Advisor**	\$500		\$515		\$531	
Play Director	\$429 (per play)	\$429 (per play)	\$442 (per play)	\$442 (per play)	\$455 (per play)	\$455 (per play)
Student Council	\$770	\$770	\$794	\$794	\$818	\$818
National Honor Society	\$216		\$223		\$230	
Senior Sponsor	\$429 (total)		\$442 (total)		\$455 (total)	
Junior Sponsor	\$942 (total)		\$971 (total)		\$1000 (total)	
Soph. Sponsor	\$299 (total)		\$308 (total)		\$317 (total)	
Fresh. Sponsor	\$259 (total)		\$267 (total)		\$275 (total)	
7th Grade Advisor		\$259		\$267		\$275
8th Grade Advisor		\$259		\$267		\$275
Camp Director		\$408		\$421		\$434
Camp Teachers		\$ 58		\$ 60		\$ 62
Just Say No		\$200		\$250		\$300
Cheerleading	4% of base (per sports season)	3.5% of base (per sports season)	4% of base (per sports season)	3.5% of base (per sports season)	4% of base (per sports season)	3.5% of base (per sports season)

** 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.

ARTICLE XVII – COMPENSATION & FRINGE BENEFITS (Cont.)

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

L. MISCELLANEOUS PAYROLL DEDUCTIONS

Upon written authorization from the employee, the Board shall deduct from the salary of any employee and make prompt remittance for insurance, tax sheltered annuities, and the credit union. Deductions for tax sheltered annuities shall be limited to two (2) companies selected by the Association. Other plans or programs may be instituted if jointly approved by the Association and the Board. Authorization shall be made within 30 days after the beginning of the school year (or contract ratification, whichever comes later) and may only be changed within 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.

SCHEDULE A

**MARCELLUS COMMUNITY SCHOOLS
1996-97 TEACHER SALARY SCHEDULE**

Step	BA	BA +18	BA+30 MA	MA +15
1	25014	25365	26415	26940
2	26165	26540	27591	28141
3	27315	27716	28767	29342
4	28466	28892	29942	30542
5	29616	30067	31118	31743
6	30767	31243	32294	32944
7	31919	32419	33469	34144
8	33069	33594	34645	35345
9	34220	34770	35821	36545
10	35370	35946	36996	37747
11	36521	37121	38172	38947
12	37521	38297	39347	40147
13	38772	40088	40522	41349
14			41698	42549
15			43489	44365

SCHEDULE A

**MARCELLUS COMMUNITY SCHOOLS
1997-98 TEACHER SALARY SCHEDULE**

Step	BA	BA +18	BA+30 MA	MA +15
1	25514	25872	26943	27479
2	26688	27071	28143	28704
3	27861	28270	29342	29929
4	29035	29470	30541	31153
5	30208	30668	31740	32378
6	31382	31868	32940	33603
7	32557	33067	34138	34827
8	33730	34266	35338	36052
9	34904	35465	36537	37276
10	36077	36665	37736	38502
11	37251	37863	38935	39726
12	38271	39063	40134	40950
13	39547	40890	413322	42176
14			42532	43400
15			44359	45252

SCHEDULE A

**MARCELLUS COMMUNITY SCHOOLS
1998-99 TEACHER SALARY SCHEDULE**

Step	BA	BA +18	BA+30 MA	MA +15
1	26024	26389	27482	28029
2	27222	27612	28706	29278
3	28418	28835	29929	30528
4	29616	30059	31152	31776
5	30812	31281	32375	33026
6	32010	32505	33599	34275
7	33208	33728	34821	35524
8	34405	34951	36045	36773
9	35602	36174	37268	38022
10	36799	37398	38491	39272
11	37996	38620	39714	40521
12	39036	39844	40937	41769
13	40338	41708	42159	43020
14			43383	44268
15			45246	46157

SCHEDULE B

**MARCELLUS COMMUNITY SCHOOLS
TEACHER SALARY SCHEDULE INDEX***

Step	BA Index	BA +18 Index	BA+30/MA Index	MA +15 Index
1	1.00000	1.01401	1.05602	1.07700
2	1.04602	1.06101	1.10302	1.12502
3	1.09199	1.10802	1.15002	1.17300
4	1.13801	1.15502	1.19702	1.22099
5	1.18399	1.20202	1.24402	1.26901
6	1.23000	1.24902	1.29102	1.31700
7	1.27602	1.29602	1.33802	1.36498
8	1.32200	1.34302	1.38502	1.41301
9	1.36801	1.39002	1.43202	1.46099
10	1.41399	1.43702	1.47902	1.50901
11	1.46001	1.48402	1.52602	1.55700
12	1.50000	1.53102	1.57298	1.60498
13	1.54999	1.60261	1.61998	1.65301
14			1.66698	1.70099
15			1.73857	1.77360

*Index used to determine salary amounts at each step. (index x base salary = salary)

Appendix A
MARCELLUS COMMUNITY SCHOOLS 184 teacher days

1996-97 CALENDAR

Aug.	26	Teacher Inservice
Aug.	27	First student day - half day for students
Sept.	2	Labor Day - no school
Sept.	11	Greet the Teacher Night- Elementary School 5:30 - 7 P.M. Middle School & High School 6:30 - 8 P.M.
Sept.	24	Middle School Parent-Teacher conferences 5 - 8 P.M.
Sept.	25	High School Parent-Teacher conferences 5 - 8 P.M.
Oct.	15	Teacher Inservice
Nov.	1	End of first marking period
Nov.	8	Half day for all students Elementary teacher conference preparation P.M. Middle School & High School comp time for Sept. conf
Nov.	13	Half day for Elementary students Elementary teacher comp time P.M. Elementary School Parent-Teacher Conferences 5 - 8 p.m.
Nov.	14	Half day for Elementary students Elementary teacher comp time P.M. Elementary School Parent-Teacher Conferences 5 - 8 P.M.
Nov.	15	Half day for all students Elementary School Parent-Teacher Conferences 12:15-3:15 P.M. Middle School & High School comp time for Dec. 5 conf.
Nov.	28-29	Thanksgiving - no school
Dec.	4	Middle School Parent-Teacher Conferences 5 - 8 P.M.
Dec.	5	High School Parent-Teacher Conferences 5 - 8 P.M.
Dec.	23 - Jan. 3	Christmas Break - no school
Jan.	6	School Resumes
Jan.	17	Records day P.M. Half day for students - End of second marking period
Feb.	—	Teacher Inservice
Feb.	20	Middle School Parent-Teacher Conferences 4 - 7 P.M. High School Parent-Teacher Conferences 5 - 8 P.M.
Mar.	21	End of third marking period Half day for students Elementary School Parent-Teacher Conferences 12:15 - 3:15 P.M. Middle School & High School comp time for Feb. 20 conf
Mar 28-Apr 4		Spring Break - no school
Apr.	7	School Resumes
May	—	Teacher Inservice
May	26	Memorial Day - no school
June	3-4	Half day for students
June	5	Half day for students/staff - end of school

Appendix A
MARCELLUS COMMUNITY SCHOOLS *184 teacher days*

1997-98 CALENDAR

Aug.	27-28	Teacher Inservice
Sept.	1	Labor Day - no school
Sept.	2	First student day - half day for students
Sept.	10	Greet the Teacher Night- Elementary School 5:30 - 7:00 P.M. Middle School & High School 6:00 - 7:30 P.M.
Sept.	30	Middle School Parent-Teacher conferences 5 - 8 P.M.
Oct.	1	High School Parent-Teacher conferences 5 - 8 P.M.
Oct.	31	End of first marking period Half day for all students Elementary teacher conference preparation P.M. Middle School & High School comp time for Sept. conf
Nov.	5	Half day for Elementary students Elementary teacher comp time P.M. Elementary School Parent-Teacher Conferences 5 - 8 p.m.
Nov.	6	Half day for Elementary students Elementary teacher comp time P.M. Elementary School Parent-Teacher Conferences 5 - 8 P.M.
Nov.	7	Half day for all students Elementary School Parent-Teacher Conferences 12:30-3:30 P.M. Middle School & High School comp time for Dec. conf.
Nov.	27-28	Thanksgiving - no school
Dec.	3	Middle School Parent-Teacher Conferences 4 - 7 P.M.
Dec.	4	High School Parent-Teacher Conferences 4 - 7 P.M.
Dec.	22 - Jan. 2	Christmas Break - no school
Jan.	5	School Resumes
Jan.	16	Half day for students - End of second marking period Records day P.M.
Feb.	16	Teacher Inservice
Feb.	19	Middle School Parent-Teacher Conferences 4 - 7 P.M. High School Parent-Teacher Conferences 5 - 8 P.M.
Mar.	13	Teacher Inservice
Mar.	20	End of third marking period — Half day for students Elementary School Parent-Teacher Conferences 12:15 - 3:15 P.M. Middle School & High School comp time for Feb. 19 conf
Mar.	30-Apr. 3	Spring Break - no school
Apr.	5	School Resumes
Apr.	10	Good Friday - no school
May	25	Memorial Day - no school
June	5, 8	Half day for students
June	9	Half day for students/staff - projected end of school

Dates of three curriculum half days in the above calendar will be determined by the curriculum council

Appendix A
MARCELLUS COMMUNITY SCHOOLS *184 teacher days*

1998-99 CALENDAR

Aug.	26-27	Teacher Inservice	
Aug.	28	First student day - half day for students	
Sept.	7	Labor Day - no school	
Sept.	9	Greet the Teacher Night- Elementary School	5:30 - 7 P.M.
		Middle School & High School	6:00 - 7:30 P.M.
Sept.	29	Middle School Parent-Teacher conferences	5 - 8 P.M.
Sept.	30	High School Parent-Teacher conferences	5 - 8 P.M.
Oct.	16	Teacher Inservice	
Oct.	30	End of first marking period	
		Half day for all students	
		Elementary teacher conference preparation P.M.	
		Middle School & High School comp time for Sept. conf	
Nov.	4	Half day for Elementary students	
		Elementary teacher comp time P.M.	
		Elementary School Parent-Teacher Conferences	5 - 8 p.m.
Nov.	5	Half day for Elementary students	
		Elementary teacher comp time P.M.	
		Elementary School Parent-Teacher Conferences	5 - 8 P.M.
Nov.	6	Half day for all students	
		Elementary School Parent-Teacher Conferences	12:30-3:30 P.M
		Middle School & High School comp time for Dec. conf.	
Nov.	26-27	Thanksgiving - no school	
Dec.	2	Middle School Parent-Teacher Conferences	4 - 7 P.M.
Dec.	3	High School Parent-Teacher Conferences	4 - 7 P.M.
Dec.	21 - Jan. 1	Christmas Break - no school	
Jan.	4	School Resumes	
Jan.	15	Half day for students - End of second marking period	
		Records day P.M.	
Feb.	12	Teacher Inservice	
Feb.	15	Winter Break	
Feb.	18	Middle School Parent-Teacher Conferences	4 - 7 P.M.
		High School Parent-Teacher Conferences	5 - 8 P.M.
Mar.	19	End of third marking period	
		Half day for students	
		Elementary School Parent-Teacher Conferences	12:15 - 3:15 P.M.
		Middle School & High School comp time for Feb. 18 conf	
Mar.	29-Apr. 2	Spring Break - no school	
Apr.	5	School Resumes	
May	31	Memorial Day - no school	
June	3, 4	Half day for students	
June	7	Half day for students/staff - projected end of school	

Dates of three curriculum half days in the above calendar will be determined by the curriculum council

APPENDIX B
MARCELLUS COMMUNITY SCHOOLS
Grievance Report Form

Name of Grievant _____ Date filed with Supt. _____

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

Specific statement of grievance with synopsis of facts:

Section of Master Contract alleged to have been violated:

Relief sought:

Date: _____ Signature of Grievant _____

Position of Association on this grievance:

Signed _____ Title _____ Date _____

APPENDIX B - GRIEVANCE REPORT FORM (Cont.)

Principal's answer to grievance:

Signed: _____ Date: _____

Superintendent's answer to grievance:

Signed: _____ Date: _____

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

Copy filed on: _____

Attach any Association rebuttals written to the Principal or Superintendent.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 10th day of March, 1997

**SOUTHWESTERN MICHIGAN
EDUCATION ASSOCIATION**

**BOARD OF EDUCATION
MARCELLUS COMMUNITY SCHOOLS**

By: Brenda Smetana
President, Marcellus EA

By: Dennis McCrumb
Superintendent

By: Jim Oestrike
Team Member

By: Sharon Ingersoll
Board of Education Representative

By: Don Price
Team Member

By: Stephen Baird
Board of Education Representative

By: Mary Stofer
Team Member

By: Chuck Corella
UniServ Director, Spokesperson

Signature copy on file with the Parties.

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