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8/30/98

AGREEMENT

Between

MARSHALL BOARD OF EDUCATION

And

SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION

Representing

MARSHALL TEACHERS' ASSOCIATION

1995 - 1998 School Years

Marshall Public School System
100 East Green Street
Marshall, Michigan

Marshall Public School

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AGREEMENT

THIS AGREEMENT made and entered into by and between the BOARD OF EDUCATION of the City of Marshall, Michigan, hereinafter referred to as the "Board," and the SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION, hereinafter referred to as the "Association."

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

WITNESSETH:

ARTICLE I - PURPOSE AND INTENT

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

ARTICLE II - RECOGNITION

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

- (a) For those teachers who sign and deliver to the school administration appropriate authorization, the Board will deduct the Association dues from their first two pay checks of each month from October to May and shall remit the same to the Treasurer of the Association within five (5) days after such deductions.

- (b) For those teachers who sign and deliver to the school administration appropriate authorizations, the Board will deduct the amount indicated from each pay check and remit the same to School Employees' Credit Union within the next five (5) days after each deduction.

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

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

ARTICLE III - PROFESSIONAL RESPONSIBILITY

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

Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay to the Association a representation benefit fee in an amount not to exceed the professional dues of the Association. Any non-member who makes objection pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures," and the Objections to Political-Ideological Expenditures Administrative Procedures" (hereinafter referred to as the Association's policy and procedures shall be required to pay a reduced representation benefit fee to the full extent permitted by state and federal law. The objecting non-member's exclusive remedy shall be through the Association's policy and procedures together with appropriate state or federal agencies or courts. The non-member may authorize payroll deduction for such fees in the same manner as provided for professional dues. The Association shall provide to all non-members copies of the Association's policy and procedures.

- (a) If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Association, upon written notification by the Association the employer shall deduct that amount from the bargaining unit member's wages as authorized under MCLA 408.477 and remit same to the Association.
- (b) The above provision does not pertain to those employees under contract or presently employed who are not presently members. All present employees who are members as of June 30, 1969, or hired after June 30, 1969, shall be subject to the above.

(c) In the event of legal action against the employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action at its own expense and through its own counsel, provided:

1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

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

ARTICLE IV - BOARD'S RIGHTS

Section 1: Reserved exclusively to the Board are all responsibilities, powers, rights and authority vested in it by the laws and Constitution of the State of Michigan, of the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

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

ARTICLE V - TEACHERS' RIGHTS

Section 1: The performance of all teachers shall be evaluated in writing. Probationary teachers shall be formally observed at least four (4) times during the school year and tenure teachers at least once every other year. Any formal observation of the teacher shall be done openly by the building principal or assistant principal (or other local administrator) and there shall be notification to the teacher the work day prior to such observation. Video cameras and tape recorders shall not be used in the evaluation process without the teacher's consent. Two copies of the written evaluation shall be submitted to the teacher at the time of the personal interview or within ten (10)

days thereafter, one to be signed and returned to the administration, the other to be retained by the teacher. The teacher may put comments in writing and have them attached to the evaluation and placed in the personnel file.

The administrator shall specify the teacher's shortcomings and means and methods of improvement. Teacher evaluations shall be in accordance with the Professional Staff Evaluation Procedure found in Appendix C.

Section 2: No polygraph or lie detector device shall be used in any investigation of any teacher unless with written consent of said teacher.

Section 3: Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

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

Section 4: The Board shall furnish insurance protection for teacher liability and corporal punishment liability for all teachers in an amount not less than twenty-five thousand (\$25,000) dollars physical property, one hundred thousand (\$100,000) dollars bodily injury per individual and three hundred thousand (\$300,000) dollars per accident. Said insurance protection shall be available only after the individual teacher has utilized that protection available under "Teachers' Liability Insurance" provided by the Michigan Education Association, if available.

Section 5: The time lost by a teacher in connection with necessary counseling or contacts with the Michigan Education Association mentioned in Sections 3 and 4 of this Article shall not be charged against the teacher.

- (a) Any teacher who is absent because of an injury suffered from a physical assault as a result of employment-related activity shall receive from the Board the difference between the teacher's weekly income and the amount to which the teacher is entitled under provisions of Worker's Compensation laws for a period up to 10 weeks. Beyond 10 weeks such payments would be charged against compensable leave on a pro-rata basis computed on the relationship of the differential pay to the teacher's regular pay until the compensable leave is exhausted.
- (b) Any teacher who is absent because of an injury compensable under the Michigan Worker's Compensation Law, except as provided for in Section 5(a) of this Article, shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and the teacher's regular salary for a period up to four (4) weeks. Beyond four (4) weeks

such payments would be charged against compensable leave on a pro-rata basis computed on the relationship of the differential pay to the teacher's regular weekly pay until the compensable leave is exhausted.

Section 6: Each teacher shall have the right, upon request, to review all the contents of his/her own personnel file. An Association representative or an Association officer may be requested to accompany the teacher in such review.

Section 7: A teacher may be released at the discretion of the administration from regular duties without loss of salary for the purpose of participating in professional meetings. If such meetings are beneficial to the attending teacher's professional growth, as determined by the building principal, the principal may approve payment for expenses incurred, including substitutes.

Section 8: A teacher, at his/her own request, shall be entitled to have present an Association representative or an Association officer when any reprimand or discipline, or mandatory improvement program is being exercised. When a request for such representation is made, no action shall be taken with respect to that teacher until such Association representative is available within a reasonable time not to exceed one (1) calendar week. No tenure teacher shall be discharged, disciplined or demoted without just cause. Prior to the Board's consideration of non-renewal or discharge, the teacher shall be evaluated in accordance with this Article, shortcomings or deficiencies pointed out and suggestions for improvement given and subsequently re-evaluated. The action of the Board shall not be arbitrary or unreasonable. Appendix B duties shall be subject to annual reappointment in the discretion of the Board.

Section 9: A complaint by a parent regarding a teacher may be called to the teacher's attention. However, no disciplinary action shall be taken against a teacher unless such complaint has been brought to the teacher's attention in writing within a period of five (5) school days after receipt of the complaint.

Section 10: The provisions of this Agreement and the wages, hours, and conditions of employment shall be applied without regard to race, creed, color, national origin, age, handicap, sex, marital status, or membership in or association with any organization.

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

Section 11: All teachers shall be given notification of their assignments for the forthcoming year no later than June 1. In the event that changes in assignments become necessary at a later date, teachers affected will be notified and have the opportunity to discuss the matter. In no event will changes in teacher assignments be made later than seven (7) calendar days prior to the teacher's first report day, unless an absolute emergency requires it.

- (a) Teachers should not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

Section 12: A committee of teachers shall be selected by the Association, by the levels they represent, to work with the Board's representatives in planning the in-service training program. The pre-school conference shall be planned by the Administration and Association representatives.

Section 13: Upon request, each teacher shall receive through the school mail, two complimentary tickets to all school events. These tickets shall be good for admission for the assigned teacher and a member of his/her immediate family or guest.

Section 14: Assignment of teachers to school positions and their transfer shall rest solely in and shall be the responsibility of the Superintendent of Schools. The teacher to be transferred must be notified verbally and in writing of the reasons for this transfer by the Superintendent at the earliest possible date. The Superintendent or his/her designee shall notify teachers who are being involuntarily transferred at the earliest possible date. Any teacher who is notified of an involuntary transfer less than seven (7) calendar days prior to the first day of scheduled classes in the fall, or during the course of the school year, will be granted at least two (2) days and up to five (5) days of preparation time upon request to the Superintendent (a substitute will be provided during the requested preparation time).

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

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

Section 15: Standardized test results of student academic progress shall not be used as the sole criteria in evaluating the quality of a teacher's service or fitness for retention.

Section 16: Upon request, a teacher shall be entitled to enroll any unmarried dependent children living at home into the Marshall Public Schools provided the district assumes no transportation responsibilities, there is a written release from the school district the child attends, and minimum tuition is paid in accordance with the law.

ARTICLE VI - ASSOCIATION'S RIGHTS

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

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

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

- (a) The Association shall have the right to use Board typewriters, instructional computers, calculating machines, duplicating equipment, audio visual and amplifying equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Other school equipment may be used upon the approval of the Superintendent. The Association agrees to pay for any damage or cost of repair arising out of Association use.
- (b) Bulletin boards shall be made available for the use of the Association in the teachers' lounges only.
- (c) The Association may distribute all written material by placing such material in the teachers' mailboxes, which shall be made available for such distribution.
- (d) All material, either posted or distributed, shall relate to the official business of the Association.

Section 4: Within twenty (20) days after ratification the MEA will prepare and deliver to the Board a master copy of the new Agreement. Within ten (10) working days thereafter the Board will print copies of the Agreement for all teachers employed or hereinafter employed. An additional ten (10) copies shall be provided to the Association.

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

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

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

ARTICLE VII - TEACHING CONDITIONS

Section 1: The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of both

the Association and the Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day shall be directed at insuring that the energies of the teacher are primarily utilized to this end.

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

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

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

Developmental Kindergarten	15 pupils
Kindergarten	23 pupils
1st Grade	24 pupils
Junior Primary	15 pupils
Elementary School (Grades 2-5)	25 pupils
Special Classes for Handicapped or Mentally Impaired	15 pupils
<u>High School</u>	
English	25 pupils
Social Studies	25 pupils
Mathematics	25 pupils
Science	25 pupils
Language	25 pupils
Business	25 pupils
Typing	25 pupils
Home Economics	25 pupils
Art	25 pupils
Physical Education	38 pupils
Industrial Arts	25 pupils
Remedial Classes (specifically Chapter I Reading & Math, High School Remedial Math, High School Basic English)	23 pupils

Reasonable effort will be made to keep the class size in the above mentioned remedial classes as well as such classes as high school general math, high school consumer math, high school life science, and middle school life skills reading at less than 20 pupils per class.

The recommended maximum Middle School teaching load shall average 25 pupils per teacher on teams when assigned to Homerooms and Reading, 20 pupils per teacher in Unified Arts, and 40 pupils per teacher in Physical Education.

- (a) Where a class exceeds the recommended levels, the Board agrees to so advise the teacher involved and explain the reasons for such deviation and take corrective action where possible.
- (b) Where an IEPC certifies a student as EI, LD or EMI and recommends the services of a special education teacher on a thirty minute per day average basis, that student will be counted as two (2) regular classroom students when placed in a regular classroom under the following conditions:
 1. It is understood that the IEPC recommendation for the number of minutes per day on an average basis will control.
 2. It is further understood that in the normal school year certain factors may disrupt the "daily average" of thirty (30) minutes, such as snow days, fire drills, other factors such as rescheduling of the days by the special education teacher or the building principal or for assemblies, field trips, etc.
 3. LD students will be counted as two (2) students only in the area of the certification of the learning disability when not receiving the thirty (30) minute daily average as above defined, it being understood that in other areas of the curriculum the LD student may function without the disability.
- (c) In the event a given teacher's average class enrollment (excluding seminar and advisor base at the high school level, and pullout teachers at the elementary and middle school levels) exceeds the above-mentioned limits by more than two (2) students, or a single class at the high school level reaches more than five (5) over the recommended enrollment on or after the Fourth Friday following Labor Day the Board agrees to follow the steps outlined below.
 1. Conference between the teacher(s) and principal during which the teacher(s) shall have an opportunity to sign a waiver of the overload at the teacher(s)' option.
 2. In lieu of the above, the following choices of remedies will be granted based upon the recommendation of the principal and teacher(s):
 - a. Hire additional teacher(s) sufficient to bring class sizes within the above-stated maximums.
 - b. Hire instructional aides (full-time aide in elementary grades, each period in secondary)..

- c. Pay an oversize class daily premium for pupils that exceed two over the maximum as follows: BA base divided by the number of students in the maximum category, divided by number of teacher contract days. In secondary, the above figure would be divided by number of class periods per day. Payment to be made once each semester. At the high school when a single class goes more than five (5) over the recommended number, the teacher is paid an overload stipend for all students over recommended enrollment plus two (2).

Example for 1. Recommended class size number is 25. Teacher averages 23 students. Block 5 has 31 students. Teacher is paid an overload for all four(4) students of their recommended enrollment plus 2.

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

- d. Other mutually agreed solutions.

Section 4: In the high school, department chairpersons may be selected for the following curriculum areas: Language Arts (English and foreign language), Fine Arts (music and art), Mathematics, Science, Social Studies, Practical Arts (industrial arts, agriculture, home economics), Driver Education, Business, Physical Education and Guidance.

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

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

Section 6: A committee of administrators and elementary teachers shall study the restructuring of the elementary school day for the purpose of improved instructional time and consistent quality planning time. The committee shall be appointed by the Superintendent in agreement with the MTA. Said committee will include a minimum of one teacher from each elementary building and one special area representative. A proposal from this committee shall be sent to the Board of Education for their consideration by the end of the first semester of the 1996-97 school year.

Section 7: Included in the high school day for full-time teachers will be a duty free lunch period as well as one planning period and three (3) periods of instruction each day on days when there is no seminar period. On days when a seminar period is scheduled, there will be one planning period, two periods of instruction, and a seminar assignment. On Friday there will be five (5)

periods of instruction, one advisor base assignment, and two (2) planning periods of forty (40) minutes each. Part-time teachers' work day shall be determined by the high school principal consistent with Article VII, Section 9.

Section 8: With the exception of asterisk duties, any assignments in addition to the normal teaching schedule, including adult education courses, summer programs, driver education and extra duties enumerated in Schedule B shall not be obligatory but shall be with the consent of the teacher.

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

Section 10: The recommended normal weekly teaching load to guide the administration in establishing such load will be thirty (30) teaching periods, and five (5) planning periods in the Middle School.

The recommended normal weekly teaching load to guide the administration in establishing such load in the senior high will be ten (10) teaching periods consisting of 35 minutes each from Monday through Thursday and five (5) teaching period of 40 minutes each on Friday only. There will be a planning period each day in the senior high of 85 minutes. In addition, each teacher may be assigned a seminar assignment two days per week that consists of 85 minutes each day, and an advisor/seminar base period on Friday which consists of 40 minutes. Teachers who teach one class may be expected to be available for the equivalent of one full seminar period per week. Teachers who teach two or more classes may be assigned a seminar group and supervise that group for both seminar periods and also for the advisor/seminar based period. The three music teachers (band director, orchestra director and choral music director) will share the assignment of one group of seminar students.

Section 11: At the time of employment, the Board agrees to inform all teachers who will instruct in sections participating in extra activities, such as camp and music programs, of their extra duties and responsibilities.

Section 12: Teachers will continue to develop written lesson plans and have them available daily for review by the principal.

Section 13: Mentor Teachers

- A. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code. Mentor teachers shall be members of the bargaining unit.
- B. Each bargaining unit member in his/her first three (3) years in the public schools shall be assigned a mentor teacher by the association with the approval of the Superintendent or his designee. The mentor teacher shall be available to provide professional support,

instruction, and guidance to the mentee. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a collegial fashion.

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

ARTICLE VIII - LEAST RESTRICTIVE ENVIRONMENT

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

It is further acknowledged and recognized that the general education classroom teachers and the appropriate special education teachers are jointly responsible for implementation of the IEP, and for attending to the educational needs of special education students assigned to them. The Board agrees to give special attention to reducing class size where such students

are placed in regular classrooms. The teachers agree to cooperate in the delivery of special education and related services.

- B. Prior to actual placement of a special education student within the general education classroom, or as soon as possible thereafter, the general education teacher(s) receiving the student shall confer directly with the appropriate special education staff (i.e. teacher, teacher consultant, therapist, etc.) concerning the student and the plan for integration into the classroom.
- C. If any teacher has a reasonable basis to believe that the current IEP of a student with disabilities is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion in writing.
- D. If delivery of related school health services is necessary to provide a student with a free appropriate public education as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a properly trained individual.
- E. If the student's disability requires the teacher to receive training to provide for the student's unique needs, this training will be offered to the teacher prior to placement of the student in the regular education classroom or within thirty (30) working days. Further, in situations where the teacher is assigned to a new/incoming student, there shall be a pre-conference meeting between the teacher, the Director of Instruction, and building principal immediately prior to the placement of the student.
- F. Any teacher who will be providing instructional or other services to a student with disabilities will be invited to participate in the student's IEPC. The Board shall provide release time in the event the district directs or authorizes a teacher to attend an IEPC, which is scheduled during a time the teacher is assigned to teach a class.
- G. If a teacher will be providing instructional or other services to an LRE student, the teacher will be advised of steps to be taken in the event an emergency arises related to the student's medical condition. A teacher will not be required to provide services normally provided by trained medical personnel to LRE students on a regular basis.
- H. On a case-by-case basis, the Superintendent will determine what training and other support should be provided to a teacher who will be providing instructional or other services to an LRE student.
- I. When a general education classroom teacher is assigned an LRE student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily function nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition.

ARTICLE IX - COMPENSATION

Section 1: The salaries of teachers covered by this Agreement shall be in accordance with the yearly salary schedule which shall be developed as follows:

- (a) 1995-96 school year - Increase all steps on the salary schedule by two percent (2%).
- (b) 1996-97 school year - Increase all steps on the salary schedule by the same rate as the percentage growth in the Marshall Public Schools 1996-97 base foundation grant allowance per student as provided in the State Aid Act, less half (1/2) of the increase cost related to rate increases of retirement and increased cost of health insurance rate as calculated in (d) below.

Example:	Foundation allowance goes up	4.0%
	*Retirement goes up from 14.56 to 14.76 (UP .2%)	-.1%
	Health insurance Rate goes up 7%	<u>-2%</u>
		Wage Increase 3.7%

- (c) 1997-98 school year (same system of calculation as in [b]).

*Retirement rate deduct cannot be greater than the foundation allowance increase and is based on the change in rate from October 1, 1995 to October 1, 1996 for the 1996-97 contract year, and October 1, 1996 to October 1, 1997 for the 1997-98 contract year.

- (d) Any salary schedule percentage increase provided within this master agreement shall be reduced as per the following schedule for the 1996-97 and 1997-98 school years:

<u>Insurance Increase</u>	<u>Salary Schedule Decrease</u>
0-5%	0%
For every additional 1%	subtract .1%

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

Section 3: Part-time teachers' salaries shall be determined by the fractional portion of the recommended teaching load and planning period for a full-time teacher. All part-time teachers' salaries shall be advanced one full step on the salary schedule for each calendar year taught. Effective July 1, 1984, any part-time teacher accepting a full-time position will be placed on the salary schedule according to the actual years' experience. All part-time teachers shall be eligible

for fringe benefits on a pro-rated basis. Should the part-time teacher choose not to pay the remainder of the benefit cost on a given benefit, then the pro-rated amounts of all fringe benefits based on single subscriber rate, may be added together to pay in full any or some of the available fringe benefits.

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

Section 5: When a teacher with a Bachelor's degree earns a Master's degree, he/she shall receive compensation calculated on a per diem basis from the Salary Schedule Appendix A from the date the degree granting institution certifies the completion of the program. However, the verification must be provided to the business office during the same fiscal year or within sixty (60) days of completion, whichever is greater. This payment shall be made regardless of any scholarship or grant received by the teacher. The same shall apply when a teacher with a Master's degree attains the MA+30 hours or second MA degree. Effective the beginning of the second semester of the 1991-92 school year, teachers applying for advancement to the 30 hours beyond the MA degree must have earned the hours after attainment of the MA degree and they must be graduate level courses.

Section 6: Teachers under contract who attend summer school or take, not to exceed more than one (1) class at a given time during the school year, and successfully complete term credits or semester hours under the conditions specified below shall be reimbursed the cost of tuition (paid by the teacher) at any of the Michigan State Chartered Public Universities or Colleges. Tuition for other higher education schools in Michigan shall be reimbursed up to the maximum amount of the State Chartered Schools. Payment shall be made when a record of the credit and a receipt for payment for the classes are presented to the business office, provided the teacher is still teaching in Marshall Public Schools. The foregoing payment is subject to the following conditions:

- (a) The amount shall be paid only for those courses taken in (1) reading, (2) methods of counseling, (3) discipline of teaching, or (4) superintendent approved advanced degree program relating to education.
- (b) Correspondence courses will not qualify a teacher for remuneration under this paragraph.
- (c) Teachers new to the system shall not be paid for summer school or classes until they have started teaching and are on the payroll, which shall be the effective date after which they are eligible for the reimbursement.
- (d) Above amount to be paid only on hours taken (enrollment date) after effective date of this Agreement.
- (e) Teachers must receive advance written approval from the Superintendent to receive reimbursement for the courses.

- (f) Payment shall be made within a sixty (60) day period regardless of grants or scholarships received.

Section 7: There shall be twenty-one (21) or twenty-six (26) pay periods at the option of the teacher (provided established prior to receipt of the first pay check). For those selecting twenty-six (26)-pay periods periodically, due to calendar year exceeding three hundred sixty-four (364) days (26 X 14), salary may be spread over twenty-seven (27)-pay periods to avoid a non pay day pay period. Teachers shall receive their pay every other Friday.

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

Section 9: A teacher called for jury duty shall be compensated for the difference between teaching salary and salary received for the performance of this obligation.

ARTICLE X - SCHOOL YEAR AND TEACHING HOURS

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

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

(a) Elementary Teachers

Teachers report to work	- 8:35 a.m.
Student Instruction begins	- 8:50 a.m.
Student Instruction ends	- 3:15 p.m.
Teacher day ends	- 3:30 p.m.

1995-96 only

AM K Teachers report to work	8:35
AM Student Instruction begins	8:50 a.m.
AM Student Instruction ends	11:35 a.m.
PM K Teachers report to work	12:25 p.m.
PM Student Instruction begins	12:30 p.m.
PM Student Instruction ends	3:15 p.m.
Teacher day ends	3:30 p.m.

1996-97 only

AM K Teachers report to work	8:35 a.m.
AM Student Instruction begins	8:50 a.m.
AM Student Instruction ends	11:40 a.m.
PM K Teachers report to work	12:20 p.m.
PM Student Instruction begins	12:25 p.m.
PM Student Instruction ends	3:15 p.m.
Teacher day ends	3:30 p.m.

(b) Middle School Teachers 1995-96 through 1996-97

Teachers report to work	- 7:30 a.m.
Student Instruction begins	- 7:45 a.m.
Student Instruction ends	- 2:25 p.m.
Teacher day ends	- 2:40 p.m.

(c) High School Teachers 1995-96 through 1996-97

Teachers report to work	- 7:30 a.m.
Student Instruction begins	- 7:45 a.m.
Student Instruction ends	- 2:25 p.m.
Teacher day ends	- 2:40 p.m.

Starting with 1997-98 school year, modify as follows:

(a) Elementary School Teachers

Teachers report to work	- 8:30 a.m.	AM K Teachers report to work 8:30 a.m.
Student Instruction begins	- 8:45 a.m.	AM Student Instruction begins 8:45 a.m.
Student Instruction ends	- 3:25 p.m.	AM Student Instruction ends 11:45 a.m.
Teacher day ends	- 3:40 p.m.	PM K Teachers report to work 12:20 p.m.
		PM Student Instruction begins 12:25 p.m.
		PM Student Instruction ends 3:25 p.m.
		Teacher day ends 3:40 p.m.

(b) Middle School Teachers

Teachers report to work	- 7:25 a.m.
Student Instruction begins	- 7:40 a.m.
Student Instruction ends	- 2:20 p.m.
Teacher day ends	- 2:35 p.m.

(c) High School Teachers

Teachers report to work	- 7:25 a.m.
Student Instruction begins	- 7:40 a.m.
Student Instruction ends	- 2:20 p.m.
Teacher day ends	- 2:35 p.m.

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

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

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

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

Included in the Elementary day will be a forty-five (45) minute duty-free lunch period as well as released time for students receiving special areas of instruction and recess periods.

Included in the Middle School day will be a thirty minute duty-free lunch period as well as one (1) planning period and six (6) periods of instruction.

Included in the High School day will be a thirty minute duty-free lunch period.

- (e) Teachers shall be permitted to leave the premises at the same time the students are released on the day preceding holidays and recesses.
- (f) Absences as a result of extenuating circumstances will be handled at the discretion of the Superintendent.

Section 3: Librarians, speech therapists, remedial reading instructors, school social workers, counselors and all music, physical education, art and special education teachers who travel between schools shall be provided with two (2) fifteen (15) minute relief periods each day.

Section 4: Elementary teachers shall receive a minimum of 125 minutes per week during the time school is in session for planning and preparation time. This time will be provided by the use of any or all of the following: special art, music, physical education, and library teachers; or recess. Such released time shall be pro-rated for less than full-time teachers. In the event a holiday or vacation period, snow days, P-T conferences, and other similar unavoidable occurrences cause the one hundred twenty five (125) minutes per week to be reduced, it shall not be considered a violation of this contract requirement.

ARTICLE XI - INSURANCE

Section 1: As described in the Marshall Public Schools' cafeteria Benefits, Medical Expense Reimbursement, and Dependent Care Assistance Plans, (Appendix D). The Board shall provide without cost to the employee the following MESSA-PAK with MESSA Care Rider for a full twelve month period for each employee and his/her dependents. The twelve month period shall begin on September 1 each year. Further, the cafeteria benefits, medical expense and dependent care assistance plans shall comply with current IRS code.

- (a) MESSA SuperCare I. All single subscribers will receive a \$50 payment and all self & spouse or family subscribers will receive a \$100 payment not later than October 15th of each year to cover the insurance deductible.

- (b) Delta Dental Plan E007, including internal and external coordination of benefits.
- (c) Vision Service Plan 2.
- (d) Life insurance in the amount of \$20,000 with Accidental Death and Dismemberment and Waiver of Premium. This amount shall be paid to the employee's designated beneficiary. Teachers not enrolling in the health insurance program, although eligible for the fully paid Board health plan, shall receive an additional \$5,000 life insurance and AD&D and Waiver of Premium.

Section 2: Employees not wishing to make use of the full family health insurance coverage as described in Section 1(a) above may apply for the cash equivalent of an individual employee's single subscriber premium toward MESSA/MEFSA non-taxable options or receive an equivalent amount of cash. In either case the employee is responsible for both the employee's and employer's FICA costs, as well as any other applicable payroll taxes or retirement costs. The Board will provide a Section 125 plan under which these employees will make such election.

Section 3: Payroll deductions shall be made for either MEA Tax Sheltered Annuity Plan or other plans approved by the Board.

ARTICLE XII - SICK LEAVE

Section 1: Ten (10) days of sick leave per year with full pay shall be granted which may be used by teachers in case of necessary absence due to (1) personal illness of the teacher (2) illnesses of a teacher's spouse or immediate family residing with the teacher, which necessitates his or her absence from school and (3) exposure to contagious disease in which the health of others would be endangered by his or her attendance on duty. Unused sick leave shall accumulate from year to year to a maximum of 190 days.

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

benefit shall be payable only to those teachers accumulating a minimum of one hundred fifteen (115) sick leave days as of their effective retirement date.

Section 2: Two (2) days of emergency sick leave per year, to be deducted from accumulated sick leave, shall be granted which may be used by teachers in case of necessary absence due to personal illness of a teacher's spouse or family not residing with the teacher. Such leave shall not be cumulative.

Section 3: Any teacher using two or less sick leave days in a given year will be given a \$175 bonus in June of that school year.

Section 4: A sick leave bank is hereby established as follows: Each teacher shall contribute one (1) of his/her sick leave days for 1984-85. The Board shall contribute one (1) sick leave day for each teacher.

- (a) A Sick Leave Bank Committee composed of five (5) teachers appointed by the Association shall administer the sick leave bank in cooperation with the Administration.
- (b) Teachers will be eligible for withdrawal of sick leave days from the bank when they have suffered an extended illness and after the expiration of the greater of (1) the teacher's accumulated sick leave, or (2) a waiting period of thirty (30) work days during the school year. The maximum withdrawal for any one teacher cannot exceed 120 days for a single disability.
- (c) When the bank drops below one hundred twenty (120) days, each teacher shall contribute an additional day to the bank.

ARTICLE XIII - FUNERAL LEAVE

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

Section 2: Teachers shall be granted one (1) day to attend the funeral of the teacher's grandparents, spouse's grandparents, brother-in-law, or grandchild.

Section 3: A teacher shall be granted one (1) day to attend the funeral of an individual not listed above in Section 1 and 2 with such day being deducted from the teacher's accumulated sick leave.

- (a) If local funeral, the time shall be limited to one-half (1/2) day, unless approved by the Administration, and the teacher shall provide the Administration with the name of the deceased and location of the funeral.

ARTICLE XIV - LEAVES OF ABSENCE

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

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

Section 3: In addition to sick leave, each teacher shall be allowed two (2) days or four (4) half-days of personal leave per school year. This leave shall be with full compensation but shall not be granted on any day which is immediately prior to or immediately following a holiday, (with the exception of traditional religious holidays) unpaid leave, and/or recess period, and shall not be used as vacation. A teacher shall give the principal at least forty- eight (48) hours notice of absence unless an emergency prevents the notice as determined by the principal.

- (a) Starting with the 1995-96 School year, teachers not using any personal days will be allowed to convert them to sick leave at the end of the school year whereby they will be added to accumulated sick leave. If the total MTA utilization of personal days is not reduced at least ten percent (10%) the 1995-96 school year as compared to the 1994-95 school year, then the following shall apply to personal leave use beginning with the 1996-97 school year: Teachers will be required to state the reason for their requested use of personal days. They may not be used primarily as a vacation. It is understood that such days are to be used for personal business which cannot be conducted after work hours or nonscheduled work days.
- (b) The following is intended to be a guideline for teacher reference as to what constitutes vacation.
 - 1. Recreational or leisurely activity, such as camping, hunting, fishing, golfing, entertainment, and vocational activities.
 - 2. Travel undertaken for other than personal business purposes.
 - 3. A period of rest or relaxation which is undertaken for a purpose other than as a medical necessity as prescribed by a physician.
- (c) Teachers requiring additional personal leave may request up to five (5) "emergency personal leave" days per year, which shall be deducted from the teacher's accumulated sick leave. A teacher must specify the reasons for such leave which shall follow the guidelines for use of other personal leave. The Superintendent must approve all such leave.

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

Section 5: A teacher may be granted a leave of absence from one (1) continuous school year without pay for the purpose of travel or study in pursuit of wider knowledge and greater skill in his or her teaching profession. Teachers given leaves of absence without pay shall receive one (1) year credit toward annual salary increment on the appropriate schedule. Upon return from leave, a teacher shall be assigned to the same position left providing it is still in existence. Should same position no longer exist then to a substantially equivalent position.

Section 6: A maternity leave of absence may be granted to a teacher for the purpose of child-bearing and/or child rearing. A teacher who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Such leave shall be granted without pay or increment for a period not to exceed two (2) semesters beyond the date on which the leave became effective unless recommended otherwise by her physician. Said teacher shall notify the Superintendent in writing of her desire to take such leave and the letter requesting leave shall include the date of return and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions. All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option be charged to her available sick leave. The teacher upon return shall be assigned to the same position left providing it is still in existence. Should same position no longer exist, then to a substantially equivalent position.

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

Section 7: A teacher may be granted a vocational leave of absence without pay for up to one year to work in a different occupation or for another educational institution. No credit on the salary schedule shall accrue for that period of time, but seniority will continue to accrue. Upon return from leave, a teacher shall be assigned to the same position left providing it is still in existence. Should same position no longer exist, then the teacher will be assigned to a substantially equivalent position. Notice of intent to return from such leave must be provided at least three months prior to the expiration of the leave.

ARTICLE XV - EARLY RETIREMENT INCENTIVE

Section 1: To be eligible for benefits under this program, a teacher must be on the final step of the appropriate salary scale, be 50 years of age or older, and eligible for the State Teacher Retirement Program.

Section 2: Teachers leaving employment of the Marshall Public Schools under provisions of the Article will be eligible for the following benefits:

Age 50.0 to 61.9 prior to next school year (September 1)- \$3000.00 per year

Section 3: Assuming the retiree is eligible for health insurance coverage under the State Teachers' Retirement Program, the Board will pay the cost of the retiree's spouse's coverage to age 65.

Section 4: All salary benefits cease as of the beginning of the school year after which a retiree reaches the age of 62.

EXAMPLE:	<u>62nd Birthday</u>	<u>All Benefits Cease</u>
	July 8, 1984	September 1, 1984
	October 12, 1985	September 1, 1986

Section 5: In order to qualify for a full year's benefit, a teacher must cause his/her retirement to become effective between the end of one school year and the beginning of the next year. Written notification of intent to retire must be given to the Superintendent at least three (3) months prior to retirement. This three-month notice may be waived due to extenuating or unusual circumstances which have prevented the person from making the decision prior to the three-month deadline, at the Superintendent's discretion.

Section 6: Those persons qualifying for benefits under this plan will receive them on a monthly basis.

EXAMPLE: \$3,000.00 divided by 12

Section 7: Should the retiree die, all benefits of this program due him/her and spouse will cease with the month of his/her death.

Section 8: Once a teacher retires under this Early Retirement Incentive Plan benefit, the benefit may not be modified because of a subsequent negotiation of the Master Agreement.

Section 9: Retirement as used in this Article will mean voluntary termination of active employment with the Marshall Public Schools.

ARTICLE XVI - GRIEVANCE

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

Section 2: A teacher who believes he/she has a grievance shall first discuss the matter with his/her principal personally or accompanied by an Association representative or Association

officer within five (5) school days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply.

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

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

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

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

- (d) Until the panel of arbitrators is in place, the selection shall be through the American Arbitration Association and subject to its rules.

Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

Should either the Board or the Association wish to terminate the use of the pre-selected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give one year's notice to the other party. After termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

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

Section 6: Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association. The above grievance procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement and the sole method of expression or communication of a view, grievance, complaint or opinion on any matter related to this Agreement.

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

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

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

ARTICLE XVII - SUBSTITUTES

Section 1: The Board agrees at all times to maintain an adequate list of substitute teachers. All substitutes should be listed and certified at the Superintendent's office. Arrangements for securing substitute teachers are determined by building procedures. Teachers shall be informed of two (2) telephone numbers they should call one hour prior to the arrival of students. Extenuating circumstances are left to the discretion of the building principal.

ARTICLE XVIII - CONFERENCE COMMITTEE

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

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

ARTICLE XIX - CURRICULUM COUNCIL

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

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

ARTICLE XX- GENERAL

Section 1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and

that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly both parties agree that neither shall be obligated to bargain with the other for the life of the contract.

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

- (a) The Association agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from the teaching position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the teacher's duties of employment) to occur during the life of this agreement for any purpose whatsoever.
- (b) In the event of any action in violation of the foregoing, the Association agrees to post notices immediately at any or all schools affected, or otherwise communicate with persons violating this provision by all means at its disposal, that said activity is contrary to law, unauthorized by the Association and in violation of this Agreement and shall advise such persons to discontinue immediately said activity. And the Association, further, will use every other means at its disposal to assist in the immediate termination of such activity.
- (c) The Association will not directly or indirectly take reprisals against a teacher who continues or attempts to continue his/her contractual duties or who refuses to participate in any of the activities prohibited by this Article.
- (d) The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damages against any person, group or organization violating this Article.

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

Section 4: This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XXI - REDUCTIONS IN PERSONNEL

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

- (a) Probationary teachers will be laid off first whenever a tenure teacher is certified and qualified to fill the probationary teacher's position.
- (b) Tenure teachers will be laid off next in the following order where layoffs are necessary in:

- 1. K-8 on the basis of seniority, certification, and qualifications as hereinafter defined.

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

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

Section 2:

- (a) The term "seniority" shall mean years of continuous service within the bargaining unit and begin from the last date of hire. Probationary teachers shall not have seniority, but upon commencement of the first day of employment after acquiring tenure, seniority shall date from last date of hire. A teacher while in an administrative position shall not accumulate seniority nor lose previously acquired seniority.
- (b) The term "continuous service" shall mean consecutive years of employment for the Marshall Public Schools. Continuous service shall be terminated if a teacher quits, retires, or is discharged. Continuous service shall not be interrupted by an approved leave of absence or layoff.
- (c) The term "qualifications" shall be as set by North Central Association of Colleges and Universities and as defined under job descriptions in the existing job descriptions dated September, 1981. Positions created after 1981 shall have a job description defining qualifications prior to implementing the position.

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

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

Section 5: Teachers shall be recalled in inverse order of reduction for vacancies and/or new positions opening for which they are certified and qualified. All fringe benefits, including but not limited to, accumulated sick days shall be restored. The teacher shall advance one step on the salary schedule provided salary advancement has not already been given to the teacher that school year. Teachers will lose all rights to recall after three (3) years from the date of layoff as per the Tenure Law as amended in 1993.

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

ARTICLE XXII - PROFESSIONAL BEHAVIOR

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

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

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

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

Section 5: Definition Of Terms

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

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

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

ARTICLE XXIII - DURATION

This AGREEMENT shall become effective as of the 21st day of August, 1995, and the terms and provisions hereof shall remain in full force and effect through the 20th day of August, 1998.

In Witness Whereof, the parties hereto have executed this Agreement in Marshall, Michigan on this 27th day of November, 1995.

SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION

Signed: Thomas F. Chisholm
President

Sandra Kuhn
Chairperson

Kenneth J. Leche
Spokesperson

MARSHALL BOARD OF EDUCATION

Signed: Doreen Mahaley
President

Beth McCauley
Secretary

Margyann Keenichmedt
Treasurer

APPENDIX A - 1995-96 SALARY SCHEDULE

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>*MA+30</u>
1	\$26,831	\$29,252	\$30,822
2	27,978	30,597	32,273
3	29,305	32,153	33,946
4	30,547	33,638	35,548
5	32,001	35,344	37,393
6	33,366	36,970	39,150
7	34,940	38,854	41,190
8	36,433	40,636	43,116
9	38,161	42,701	45,347
10	39,787	44,674	47,488
11	41,669	46,936	49,944
12	43,653	49,323	52,534

*Eliminate payment of MA+30 salary schedule effective for those teachers:

1. Who have not completed MA+15 semester hours by June 1, 1996; and
2. Who have not completed MA+30 semester hours by September 1, 1997.

Effective September 1, 1997, and each year thereafter, all teachers having taught at least twenty (20) years in the Marshall Public School system shall receive a lump sum longevity payment equal to one percent (1%) of the BA base salary (Step 1). Further, all teachers having taught at least twenty-five (25) years in the Marshall Public Schools system shall receive a lump sum longevity payment equal to two percent (2%) of the BA base salary (step 1). Such payment shall be made with the first payroll in October for those teachers who qualify and are still employed by the school district.

APPENDIX B - SCHOOL CALENDAR and EXTRA DUTY COMPENSATION

Section 1: 1995-96 Calendar

Aug. 23-24	W-Th	Pre-School Conference
Aug. 28	M	First Day for Students
Sept. 1-4	F-M	Labor Day Break - No School
Sept. 22	F	Building SIP* - 1/2 Day for Students
Oct. 6	F	1st Marking Period Ends - HS
Oct. 10	T	HS Evaluations Due End of Day
Oct. 18-19	W-Th	HS Conferences (3 sessions)
Oct. 18-20	W-F	1/2 Day for HS Students
Oct. 20	F	MS-EL Building SIP* - 1/2 Day for MS-E1 Students
Nov. 3	F	1st Quarter Ends - MS and Elementary
Nov. 7	T	MS Evaluations Due End of Day
Nov. 7-10	T-F	Morning K Conferences-No School Morning K
Nov. 13	M	Elementary Evaluations Due End of Day
Nov. 14-17	T-F	MS & Elementary Conferences-1/2 Day for Students
Nov. 17	F	HS SIP*-1/2 Day for HS Students
Nov. 17	F	2nd Marking Period Ends - HS
Nov. 21	T	HS Evaluations Due End of Day
Nov. 23-24	Th-F	Thanksgiving Break - No School
Dec. 20	W	Building SIP* - 1/2 Day for Students
Dec. 21-Jan. 2	Th-Tu	Winter Break - No School
Jan. 11	Th	3rd Marking Period Ends - HS
Jan. 12	F	Semester Ends - Records Day
Jan. 16	T	All Student Evaluations Due End of Day
Feb. 22	Th	Building SIP* Meetings - 1/2 Day for Students
Feb. 23	F	Mid-Winter Break - No School
Mar. 1	F	4th marking Period Ends - HS
Mar. 5	T	HS Evaluations Due End of Day
Mar. 13-14	W-Th	HS Conferences (3 sessions) - 1/2 Day for Students
Mar. 14	Th	MS-EL Building SIP* - 1/2 Day for Students
Mar. 15	F	3rd Quarter Ends - MS & Elementary
Mar. 19	T	MS Evaluations Due End of Day
Mar. 19-22	T-F	Morning K Conferences - No School Morning K
Mar. 25	M	Elementary Evaluations Due End of Day
Mar. 26-29	T-F	MS & Elementary Conferences - 1/2 Day for Students
Mar. 28	Th	HS SIP* - 1/2 Day for Students
Mar. 29	F	1/2 Day for HS Students
Apr. 1-5	M-F	Spring Break - No School
Apr. 26	F	5th marking Period Ends - HS
Apr. 30	T	HS Evaluations Due End of Day
May 10	F	Building SIP* - 1/2 Day for Students
May 27	M	Memorial Day - No School

June 4-6	T-Th	Semester Exams for HS Students - 1/2 Day
June 6	Th	Last Day for Students - 1/2 Day - Building SIP*
June 7	F	Records Day - HS & MS Evaluations Due End of Day

<u>Student Days</u>				
August	4	January	20	
September	19	February	20	
October	22	March	21	Total Student Days: 183
November	20	April	17	
December	14	May	22	
		June	4	

HS Marking Periods (weeks): 6,6,7,7,7,6 MS & EL. (weeks): 10,9,9,11
 No days will be rescheduled unless required for State Aid purposes.

Section 2: 1996-97 Calendar

Aug. 21-22	W-Th	Pre-School Conference
Aug. 26	M	First Day for Students
Sept. 2	M	Labor Day Break - No School
Sept. 20	F	Building SIP* - 1/2 Day for Students
Oct. 4	F	1st Marking Periods Ends - HS
Oct. 8	T	HS Evaluations Due End of Day
Oct. 9-10	W-Th	HS Conferences (3 sessions)
Oct. 9-11	W-F	1/2 Day for HS Students
Oct. 11	F	MS-EL SIP* - 1/2 Day for Students
Nov. 1	F	1st Quarter Ends - MS & Elementary
Nov. 5	Tu	MS Evaluations Due End of Day
Nov. 5-8	Tu-F	Morning K Conferences - No School Morning K
Nov. 11	M	Elementary Student Evaluations Due End of Day
Nov. 12-15	Tu-F	MS and elementary Conferences - 1/2 Day for Students
Nov. 15	F	HS SIP* - 1/2 Day for Students
Nov. 15	F	2nd Marking Period Ends - HS
Nov. 19	Tu	HS Evaluations Due End of Day
Nov. 28-29	Th-F	Thanksgiving Break - No School
Dec. 20	F	Building SIP* - 1/2 Day for Students
Dec. 23-Jan. 3	M-F	Winter Break - No School
Jan. 16	Th	3rd Marking Period Ends - HS
Jan. 17	F	Semester Ends - Records Day
Jan. 21	Tu	All Student Evaluations Due End of Day
Feb. 20	Th	Building SIP* Meetings - 1/2 Day for Students
Feb. 21	F	Mid-Winter Break - No School
Feb. 28	F	4th Marking Period Ends - HS
Mar. 4	T	HS Evaluations Due End of Day
Mar. 12-13	W-Th	HS Conferences (3 sessions) 1/2 Day for Students

Mar. 13	Th	MS-EL SIP* - 1/2 Day for Students
Mar. 14	F	3rd Quarter Ends - MS & Elementary
Mar. 18	Tu	MS Evaluations Due end of Day
Mar. 18-21	Tu-F	Morning K Conferences - No School Morning K
Mar. 21	F	Elementary Evaluations Due End of Day
Mar. 24-27	M-Th	MS and Elementary Conferences - 1/2 Day for Students
Mar. 26	W	HS SIP* - 1/2 Day for Students
Mar. 27	Th	1/2 Day for HS Students
Mar. 28	F	Good Friday - No School
Mar. 31-Apr. 4	M-F	Spring Break - No School
Apr. 25	F	5th Marking Period Ends - HS
Apr. 29	Tu	HS Evaluations Due End of Day
May 2	F	Building SIP* - 1/2 Day For Students
May 26	M	Memorial Day - No School
June 4-6	W-F	Semester Exams for HS Students - 1/2 Day
June 6	F	Last Day for Students - 1/2 Day - Building SIP*
June 9	M	Records Day - HS & MS Evaluations Due End of Day

Student Days

August	5	January	19	
September	20	February	19	
October	23	March	19	Total Student Days: 183
November	19	April	18	
December	15	May	21	
		June	5	

HS Marking Periods (weeks): 6,6,7,6,7,6 MS & EL. (weeks): 10,9,8,11
 No days will be rescheduled unless required for State Aid purposes.

Section 3: 1997-98 Calendar

Aug. 20-21	W-Th	Pre-School Conferences
Aug. 25	M	First Day for Students
Sept. 1	M	Labor Day Break - No School
Sept. 19	F	Building SIP* - 1/2 Day for Students
Oct. 3	F	1st Marking Period ends - HS
Oct. 7	Tu	HS Evaluations Due End of Day
Oct. 8-9	W-Th	HS Conferences (3 sessions)
Oct. 8-10	W-F	1/2 Day for HS Students
Oct. 10	F	MS-EL SIP* - 1/2 Day for Students
Oct. 31	F	1st Quarter Ends - MS and Elementary
Nov. 4	Tu	MS Evaluations Due End of Day
Nov. 4-7	Tu-F	Morning K Conferences - No School Morning K
Nov. 10	M	Elementary Student Evaluations Due end of Day
Nov. 11-14	Tu-F	MS and Elementary Conferences - 1/2 Day for Students

Nov. 14	F	HS SIP* - 1/2 Day for Students
Nov. 14	F	2nd Marking Period Ends - HS
Nov. 18	Tu	HS Evaluations Due End of Day
Nov. 27-28	Th-F	Thanksgiving Break - No School
Dec. 19	F	Building SIP* - 1/2 Day for Students
Dec. 22- Jan. 2	M-F	Winter Break - No School
Jan. 15	Th	3rd Marking Period Ends - HS
Jan. 16	F	Semester Ends - Records Day
Jan. 20	Tu	All Student Evaluations Due End of Day
Feb. 13	F	Building SIP* Meetings - 1/2 Day for Students
Feb. 20	F	Mid-Winter Break - No School
Feb. 27	F	4th Marking Period Ends - HS
Mar. 3	Tu	HS Evaluations Due End of Day
Mar. 11-12	W-Th	HS Conferences (3 sessions) - 1/2 Day for Students
Mar. 12	Th	MS-EL SIP* - 1/2 Day for Students
Mar. 20	F	3rd Quarter Ends - MS and Elementary
Mar. 24	Tu	MS Evaluations Due End of Day
Mar. 24-27	Tu-F	Morning K Conferences - No School Morning K
Mar. 30	M	Elementary Evaluations Due End of Day
Mar. 31-Apr. 3	Tu-F	MS and Elementary Conferences - 1/2 Day for Students
Apr. 2	Th	HS SIP* - 1/2 Day for Students
Apr. 3	F	1/2 Day for HS Students
Apr. 6-10	M-F	Spring Break - No School
Apr. 24	F	5th Marking Period Ends - HS
Apr. 28	Tu	HS Evaluations Due End of Day
May 1	F	Building SIP* - 1/2 Day for Students
May 25	M	Memorial Day - No School
June 2-4	Tu-Th	Semester Exams for HS Students - 1/2 Day
June 4	Th	Last Day for Students - 1/2 Day - Building SIP*
June 5	F	Records Day - HS & MS Evaluations Due End of Day

Student Days

August	5	January	19	
September	21	February	19	
October	23	March	22	Total Student Days: 183
November	18	April	17	
December	15	May	20	
		June	4	

HS Marking Periods (weeks): 6,6,7,6,7,6, MS & EL (weeks) 10,9,9,10
 No days will be rescheduled unless required for State Aid purposes.

* SIP Days Definition: SIP time may be utilized for meetings at the building level or district wide to review curricular issues, carry out professional development activities, or to work on any school improvement activity. Based on teaching staff input, principals and the

Director of Instruction shall determine and organize the work to be carried out on these days. They are not intended to replace regular staff meetings.

Section 4: Extra Duty Compensation

People beginning an activity or sport will be paid a percentage of the BA Schedule, Step 1. At the start of the third (3rd) consecutive year of experience in the same activity or sport the person will be paid at a percentage of the BA Schedule, Step 2. At the start of the fifth (5th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 3. At the start of the seventh (7th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 4. At the start of the ninth (9th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 5. At the start of the eleventh (11th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 6. At the start of the thirteenth (13th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 7.

Effective in the 1995-96 school year At the start of the fifteenth (15th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA schedule, Step 8.

Effective in the 1996-97 school Year At the start of the seventeenth (17th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA schedule, Step 9.

Effective in the 1997-98 school year At the start of the nineteenth (19th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA schedule, Step 10.

Position:

HIGH SCHOOL

Head Varsity Football Coach	15.0%
Assistant Varsity Football Coach	10.0
Junior Varsity Football Coach	10.0
Assistant Junior Varsity Football Coach	7.5
Freshman Football Coach	8.5
Assistant Freshman Football Coach	7.5
Head Varsity Basketball Coach	15.0
Junior Varsity Basketball Coach	10.0
Boys Freshman Basketball Coach	8.5

Girls Varsity Basketball Coach	15.0
Girls Assistant Varsity Basketball Coach	10.0
Girls Freshman Basketball Coach	8.5
Varsity Baseball Coach	12.0
Assistant Varsity Baseball Coach	8.5
Junior Varsity Baseball Coach	8.5
Freshman Baseball Coach	7.5
Boys Varsity Track Coach	12.0
Boys Assistant Varsity Track Coach	8.5
Girls Varsity Track Coach	12.0
Girls Assistant Varsity Track Coach	8.5
Boys Golf Coach	9.0
Girls Golf Coach	9.0
Boys Tennis Coach	9.0%
Girls Tennis Coach	9.0
Girls Junior Varsity Tennis Coach	6.0
Girls Varsity Softball Coach	12.0
Girls Junior Varsity Softball Coach	8.5
Boys Varsity Swimming Coach	12.0
Boys Assistant Varsity Swimming Coach	8.5
Girls Varsity Swimming Coach	12.0
Girls Assistant Varsity Swimming Coach	8.5
Varsity Cross Country Coach (1 Team)	9.0
Varsity Cross Country Coach (2 Teams)	12.0
Assistant Varsity Cross Country Coach	6.0
Varsity Wrestling Coach	12.0
Assistant Varsity Wrestling Coach	8.5
Girls Varsity Volleyball Coach	9.0
Girls Assistant Volleyball Coach	6.0
Girls Freshman Volleyball Coach	6.0
Boys Varsity Soccer Coach	9.0
Boys Varsity Soccer Assistant Coach	6.0
Boys Junior Varsity Soccer Coach	6.0
Girls Varsity Soccer Coach	9.0
Girls Varsity Soccer Assistant Coach	6.0

Girls Junior Varsity Soccer Coach	6.0
Musical Play Director	5.0
Non-musical Play Director	4.0
Senior Class Sponsor	2.5
Junior Class Sponsor	3.0
Sophomore Class Sponsor	2.5
Freshman Class Sponsors	2.5
Cheerleader Sponsor	5.0
*Band Director	15.0
*Assistant Band Director	6.0
*Choir Director	11.0
*Orchestra Director	9.0
Director of Publications	9.0
Intramural Director	3.0
Debate and Forensics Coach	15.0%
Odyssey of Mind Director (Grades K-12)	5.0
F.F.A. Sponsor	6.5
High School Student Council	3.0
Class Night Sponsor	3.0
Fall Faculty Athletic Manager	6.0
Winter Faculty Athletic Manager	7.0
Spring Faculty Athletic Manager	5.0
Ski Club	\$50.00 per outing/trip
Driver Education	Summer 1996=\$17.50/hr. Summer 1997=\$18.00/hr. Summer 1998=\$18.50/hr.
Faculty Lunchroom Supervisor	One teaching hour assignment

MIDDLE SCHOOL

Boys Basketball Coach (Grade 7, Team A)	6.0%
Girls Basketball Coach (Grade 7, Team A)	6.0
Boys Basketball Coach (Grade 8, Team A)	6.0
Girls Basketball Coach (Grade 8, Team A)	6.0
Boys Basketball Coach (Grade 7, Team B)	6.0
Girls Basketball Coach (Grade 7, Team B)	6.0
Boys Basketball Coach (Grade 8, Team B)	6.0
Girls Basketball Coach (Grade 8, Team B)	6.0
Volleyball Coach (Grade 7, Team A)	6.0
Volleyball Coach (Grade 7, Team B)	6.0
Volleyball Coach (Grade 8, Team A)	6.0
Volleyball Coach (Grade 8, Team B)	6.0
Later Middle Wrestling Coach (Grades 7 & 8)	6.0
*Band (Grades 5th - 8th) Director	4.0
*Orchestra (Grades 5th - 8th) Director	4.0
*Choir (Grades 5th - 8th) Director	4.0
Intramural Director (each)	7.5
Yearbook Supervisor	4.5
Fall Faculty Athletic Manager	2.0
Winter Faculty Athletic Manager	5.0
Clear Lake Camp 6th grade Chaperone	\$50.00 per overnight for one teacher

ELEMENTARY

Elementary Choir (Fourth Dimension)	4.5
*Elementary Music Program	1.0
Elementary Spring Art Program Director	1.0

OTHER

Auditorium Lights & Sound Director
(School Programs only)

\$13.50/hour beyond the regular school day

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

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

APPENDIX C - PROFESSIONAL STAFF EVALUATION

A Statement of Philosophy

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

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

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

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

STAFF EVALUATION PROCEDURES

The Teacher Evaluation Form is primarily designed to be used at a conference between the individual teacher and the administrator. At that conference, this evaluation form will be signed by both the teacher and the administrator. The teacher is asked to evaluate himself/herself using these forms prior to the conference with the administrator. It should be understood, however, that this self-evaluation form will not be part of the teacher's record and will be used only as a basis of discussion at the conference. A copy of the signed evaluation form must be submitted to the Superintendent's office. In addition, the administrator and/or the teacher may choose to submit a narrative statement along with the evaluation form. These must also be signed by both parties.

For tenure teachers this form must be submitted to the Superintendent's office once every other year, and twice a year (once at the end of each semester) for probationary teachers. A minimum of one classroom visit must precede each formal evaluation of tenure teachers and two classroom visits must precede each formal evaluation of non-tenure teachers.

Thus, annual procedures are as follows:

1. A beginning-of-the-year conference is held between every teacher and administrator. Annual goals and objectives along with the previous evaluation should be discussed.
2. The administrator will make classroom visits for all teachers to be evaluated that year.
3. The administrator will make at least four classroom visits annually for all non-tenure teachers.
4. For non-tenure teachers the administrator will submit a first semester evaluation form and a second semester evaluation form to the superintendent.
5. A year-end conference will be held between every teacher and the administrator. Goals and objectives are reviewed and the evaluation form for teachers who are to be evaluated that year is finalized, signed and submitted to the Superintendent.

TEACHER EVALUATION

General Instructions

The skill areas listed in "Teaching Performance" are to be evaluated based on any or all of the appropriate criteria suggested. Each of the ten (10) skill areas are to be given a composite numerical score by the evaluator, reflecting the instructor's demonstrated utilization of these criteria within the classroom setting, or directly relating to classroom instruction. Following each area's suggested criteria is a place for evaluator's comments. This space is to be used to indicate specific actions or call attention to any criteria used to determine the composite skill area score.

Each skill area is to be evaluated using the following point scale:

- 4 - Excellent
- 3 - Good
- 2 - Average
- 1 - Weak

Please note the evaluation form contains two scoring boxes for each skill area. The first is to be used for recording the evaluator's initial numerical evaluation. The second box is considered the final skill area score, determined after conferring with the teacher.

This evaluation form has been modified so that areas 1 and 2 are changed to reflect the performance of counselors and librarians and should be applied where appropriate. Should other non-classroom positions be created, further modifications shall be developed jointly by two people appointed by the Association and two people appointed by the Superintendent.

EVALUATION FORM

Teaching Performance

1. Instructional Planning

Shows evidence of planning, including long-range and short-range objectives

Includes sequential development of learning skills, application of learning skills, and opportunities to individually expand upon skills or topics

Fulfills curriculum guidelines

Includes planned practice activities

Builds upon previous learning

Incorporates varied levels of cognitive thinking
(e.g., Gagne's Hierarchy, Bloom's Taxonomy, etc.)

Reflects consideration of diverse needs and abilities of students

Evaluator's Comments _____	Evaluator Score	Final Score
_____	_____	_____

2. Lesson Presentation

Includes introduction, body, and review

Is congruent with objectives

Motivates/stimulates students

Utilizes multi-sensory activities or multi-media devices

Provides opportunities for student questions or participation

Lesson is well-delivered using good grammar, articulation, eye contact, and voice projection

Utilizes effective questioning strategies

Evaluator's Comments	Evaluator Score	Final Score
_____	_____	_____

3. **Innovation**

Displays creativity

Incorporates change

Seeks out and attempts better ways of doing things

Develops original materials

Encourages student awareness of futuristic applications of current knowledge

Evaluator's Comments	Evaluator Score	Final Score
_____	_____	_____

4. **Pupil Assessment**

Teacher expectations for students are appropriate and evident

Maintains accurate, up-to-date records of assignments

Uses a variety of methods for measuring student progress

Measures various cognitive levels of thinking

Evaluations reflect individual abilities

Evaluator's Comments	Evaluator Score	Final Score
_____	_____	_____

5. Teacher's Knowledge of Subject

Demonstrates current knowledge of field, both conceptual and factual

Applies knowledge

Answers student questions accurately

Evaluator's Comments	Evaluator Score	Final Score
_____	_____	_____

6. Understanding of Developmental Stages of Students

Provides for individual differences

Identifies the physical, social, and emotional needs of the age group and applies those needs when adapting teaching style, developing materials, and disciplining students

Demonstrates understanding of human development and learning theory

Evaluator's Comments	Evaluator Score	Final Score
_____	_____	_____

7. Behavior Management

Establishes clear expectations and appropriate consequences for classroom behavior

Encourages appropriate behavior through positive reinforcement

Applies consequences for inappropriate behavior

Encourages students to realize that the consequences are a result of their decisions

Holds students accountable for the consequences of their decisions

Maintains control

Evaluator's Comments _____	Evaluator Score	Final Score
_____	_____	_____

8. Rapport with Students

Maintains a learning environment which encourages mutual acceptance and respect

Accessible to individual pupils

Exhibits enthusiasm in relating with students

Elicits student participation in classroom decisions when appropriate

Demonstrates patience, caring and encouragement

Demonstrates an appropriate sense of humor

Evaluator's Comments _____	Evaluator Score	Final Score
_____	_____	_____

9. Rapport with Colleagues

Accessible to peers

Listens to others

Considers the viewpoints of others

Contributes to the common goals of the work unit

Assists colleagues

Shares the work of the group

Fulfills commitments

Demonstrates a sensitivity to the feelings and ideas of others

Demonstrates self-control

Evaluator's Comments _____	Evaluator Score	Final Score
_____	_____	_____

10. **Rapport with Parents**

Communicates with parents both orally and in writing

Communicates the progress and achievement of the student in a well-constructed and timely fashion

Conveys individual student progress, achievement, and strategies for meeting specific needs through parent conferences

Seeks parental input into student assessment

Evaluator's Comments _____	Evaluator Score	Final Score
_____	_____	_____

Summary Comments: _____

Teacher's Comments: _____

Evaluator's Signature

Date

Teacher's Signature

Date

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LETTER OF UNDERSTANDING 4 (1995-98)

1995-98 MTA Master Agreement

Schedule B additions effective with the 1997-98 school year:

- 1 eighth grade girls track coach (6% BA base)
- 1 eighth grade boys track coach (6% BA base)
- 1 seventh grade girls track coach (6% BA base)
- 1 seventh grade boys track coach (6% BA base)
- 1 high school assistant cheerleading coach (5% BA base)

Signatures:

Sandra Kuhn
Kathryn Trice
Larry Domingo

Date:

