

AGREEMENT

Between

MARSHALL PUBLIC SCHOOLS

BOARD OF EDUCATION

and

MARSHALL TEACHERS ASSOCIATION, MEA/NEA

2021 - 2024

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AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF EDUCATION of the MARSHALL PUBLIC SCHOOLS (the "Board") and the MARSHALL TEACHERS' ASSOCIATION, MEA/NEA, (the "Association").

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

ARTICLE 1 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 otherwise 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 professional staff employees and upon the Board's ability to acquire and retain a qualified staff. The Board and the Association, in consideration of their mutual promises, stipulations, and conditions will abide by the Agreement's terms for the duration of this Agreement.

ARTICLE 2 RECOGNITION

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

Section 2: When used in this Agreement, the term:

- (a) "Certified professional staff" shall mean those employees in the bargaining unit represented by the Association who meet the definition of "teacher" under the Michigan Teachers' Tenure Act and whose position of employment with the District requires teacher certification.
- (b) "Non-certified professional staff" shall mean those employees in the bargaining unit represented by the Association who do not meet the definition of "teacher" under the Michigan Teachers' Tenure Act and whose position of employment with the District does not require teacher certification.
- (c) "Professional staff," "professional staff employee(s)," or "employee(s)" shall mean those employees in the bargaining unit represented by the Association who are either "certified professional staff" or "non-certified professional staff."

Section 3: Neither the Board nor the Association will discriminate against any professional staff employee because of race, color, marital status, religion, gender, age, disability, sexual orientation, or nationality; nor shall they discriminate against any professional staff employee because of his/her exercising rights reserved to him/her under State or Federal Law.

Section 4: Except as specifically provided in this Agreement, professional staff employees shall not engage in Association activities during the school day.

ARTICLE 3 BOARD'S RIGHTS

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

Section 2 The Board retains the right among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of professional staff employees and their working conditions, which are not inconsistent with this Agreement or violate the law. The Board agrees, however, that before the effective date of any such rules or personnel policies related to wages, hours, and working conditions of professional staff employees, the Board shall give the Association President or designee reasonable written notice of any proposed rule or policy. Such notice affords the Association the opportunity to consult with the Board before the effective date of the proposed rule or policy.

ARTICLE 4 RIGHTS OF PROFESSIONAL STAFF EMPLOYEES

Section 1: No polygraph or lie detector device shall be used in any investigation of any professional staff employee unless that employee has provided written consent.

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

- (a) A professional staff employee 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 employee of his/her rights and obligation.

Section 3: The Board shall furnish liability insurance for all professional staff employees 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 occurrence. Said insurance protection shall be available only after the individual employee has used that protection available under "Teachers' Liability Insurance" provided by the Michigan Education Association, if available.

Section 4: The time lost by a professional staff employee in connection with necessary counseling or contacts with the Michigan Education Association mentioned in Sections 2,3, and 4 of this Article shall not be charged against that employee.

- (a) Any professional staff employee 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 employee's weekly income and the amount to which the employee is entitled under Worker's Compensation laws for up to ten (10) weeks. Beyond ten (10) weeks such payments will be charged against compensable leave on a pro-rata basis computed on the relationship of the differential pay to the employee's regular pay until the compensable leave is exhausted.
- (b) Any professional staff employee 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 employee's regular salary for up to four (4) weeks. Beyond four (4) weeks, such payments will be charged against compensable leave on a pro-rata basis computed on the relationship of the differential pay to the employee's regular weekly pay until the compensable leave is exhausted.

Section 5: A professional staff employee who is physically assaulted by a student during the school day will be allowed necessary respite time before returning to their professional duties for the remainder of that school day. At the employee's request, the employee may leave for the rest of the school day without penalty. The employee shall complete an incident form about the physical assault as soon as he/she is able.

Section 6: Each professional staff employee 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 employee in such review.

Section 7: A professional staff employee 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 employee's professional growth, as determined by the building principal, the principal may approve payment for expenses incurred, including substitutes.

Section 8: A complaint by a parent about a professional staff employee shall be called to that employee's attention within ten (10) work days unless, as determined by the administrator's sole discretion, the complaint could lead to a criminal investigation.

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

3. After Step 2 has been followed, should the parent feel that his/her concern or complaint has not been resolved, he/she should bring the concern to the Superintendent.

Section 9: This Agreement and the wages, hours, and conditions of employment shall be applied without regard to race, religion, color, national origin, age, disability, gender, sexual orientation, marital status, or membership in or association with any organization.

Rights of professional staff employees include the right to a personal and private life provided that said personal or private life does not have a negative impact on the employee's effectiveness or an adverse impact on the Marshall School District.

Section 10: No later than June 15, the Superintendent or designee shall issue to all professional staff employees, as applicable, written notice of assurance of employment for the next school year.

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

Section 12: Assignment of professional staff employees to school positions and their transfer shall be the responsibility of the Superintendent. The Superintendent or designee shall notify those employees who are being involuntarily transferred at the earliest possible date verbally and in writing. Any employee who is notified of an involuntary transfer less than seven (7) calendar days before 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 will help the employee 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 employee. The Board will reimburse that employee for tuition, books, and supplies for re-training.

ARTICLE 5 ASSOCIATION'S RIGHTS

Section 1: The Board will 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 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 use 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 will 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 professional staff lounges only.
- (c) The Association may distribute all written material by placing such material in the mailboxes of professional staff employees, 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 3: After ratification, the Association will prepare and deliver to the Board a mastercopy of the new Agreement. Within ten (10) working days thereafter the Board will provide electronic copies of the Agreement for all professional staff employed or hereinafter employed.

Section 4: At the beginning of each school year the Association shall be credited with ten (10) days to be used by professional staff 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 professional staff employee for the equivalent of five (5) days, if a substitute is required. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for Association release time.

Section 5: The Board will release a professional staff employee 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. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for Association release time.

Section 6: The Board will not directly or indirectly discourage, deprive, or coerce any professional staff employee in the enjoyment of any rights conferred by the Public Employment Relations Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not

discriminate against any professional staff employee as to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in activities of the Association, or collective professional negotiations with the Board, institution of any grievance, complaint, or proceeding under this Agreement, or otherwise as to any term or condition of employment.

Section 7: Within two (2) weeks of hire, the Board shall notify the Association of new professional staff employees to include:

- Name Address
- Personal e-mail address
- Phone number
- Position(s) and Building(s) to which assigned

Section 8: The Superintendent or designee shall notify the Association President or designee of any change in FTE status for professional staff employees.

**ARTICLE 6
TEACHING CONDITIONS**

Section 1: The parties recognize that the availability of optimum school facilities for both students and professional staff is desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day shall be directed at ensuring that the energies of the professional staff employee are primarily used to this end.

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

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

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

Elementary

Readiness Kindergarten	18 students
Kindergarten	23 students
1st Grade	24 students
Elementary School (Grades 2-5)	25 students
Elementary Specialists (Art, Technology, Physical Education, Health, Music or any additional special offered will be the same as current grade levels)	

Middle School

Grade 6	25 students
Grades 7-8 Physical Education	26 students
Band and Music	38 students
	will vary

High School

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

Alternative High School

All classes	22 students present
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- (a) Where a class size exceeds the recommended levels, the Board will advise the teacher involved and explain the reasons for such deviation and take corrective action where possible. When the master schedule is developed in the spring for the following school year, efforts will be made to keep seminar classes at twenty-five (25) or below.
- (b) At the elementary school, excluding Readiness Kindergarten, an overload will occur when there are three (3) students over the recommended class size in any one (1) class; an overload for Readiness Kindergarten will occur with a class of nineteen (19), one student over the recommended class size. At the middle school and for high school seminar, an overload will occur when teachers are assigned to general classes with more than 140 students per day, excluding seminar (based on five (5) class periods per day). High school teachers assigned students (excluding physical education, band and music) that exceed the daily class average by five (5) or more in one general class shall be paid an overload from the recommended class size for that class. Section 21F online learning is not subject to overload eligibility. Additional overload payments shall be calculated from the remaining classes not already compensated for. When the overload occurs at the elementary school, middle school, and high school seminar, it will be paid from the recommended class size. When the overload occurs at the high school, it will be paid from the maximum daily limit; daily limits shall be pro-rated for less than full-time teachers. Overloads will only occur from count day forward in September, and two (2) weeks following the start of second semester (high school) but will be paid retroactively to the first day of classes for students.
- (c) At the alternative high school, an overload will occur when the average class size exceeds two (2) over the recommended class size number of twenty-two (22); or when a single class is five (5) over the recommended class size number of twenty-two (22). Overloads will be paid on a daily basis, based on the number of students actually present in class each day.
- (d) When an overload occurs, the outlined steps below will be followed:
1. A conference between the teacher(s) and principal during which the teacher(s) shall have an opportunity to sign a waiver of the overload at the teacher(s)' option.
 2. In lieu of the above, the following choices of remedies will be granted based upon the recommendation of the principal and teacher(s):
 - a. Hire additional teacher(s) sufficient to bring class sizes within the above-stated maximums.
 - b. Hire instructional aides (full-time aide in elementary grades, each period in secondary).
 - c. Pay an oversize class premium as follows: BA base divided by the number of students in the maximum category, divided by number of professional staff contract days. The above figure would be divided by the number of class periods per day. Payment to be made once each semester.

Example: At the high school, where the recommended class size number for general classis is twenty-six (26) and the allowable daily class average is twenty-eight (28) (140/5) students for each class, if a teacher averages twenty-three (23) students, but Block 5 has thirty-three (33) students, the Teacher will be paid an overload for all seven (7) students over his/her recommended enrollment for that Block 5 class. If a high school teacher has more than 140 students in the five (5) classes (excluding seminar) then the teacher will be paid for all students over 140.

Requests for overload compensation, along with documentation of the number of days overload existed, class roster showing active and inactive students for that semester, and class schedule for specials/departmentalized teachers must be provided electronically to the Central Office designee within the one (1) week of the end of the semester or no compensation will be given.

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

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

Department chairpersons at the High School level in the following contents will receive six hundred dollars (\$600) per year: English, Math, Science, Social Studies, and Special Education all other Department Chairpersons in other content areas will receive five hundred dollars (\$500) per year.

At the Middle School Faculty Council members will receive two hundred and fifty dollars (\$250) per year. In the event that there are Co-council members the stipend shall be split between the Co-Council members.

School Improvement Committee Chairpersons shall receive three hundred dollars (\$300) per year with maximum designations as follows: Elementary (one per building) Middle and High School (four per building) MOHS (one per building). School Improvement Chairpersons are required to participate in a minimum of three (3) District Improvement Team Meetings to receive the stipend.

Section 5: Professional staff employees 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. Nothing in this Agreement prevents professional staff from voluntarily performing such tasks at compensation satisfactory to them.

Section 6: The instructional day at Marshall High School will be scheduled according to a six (6) period day. Full-time professional staff will be provided a duty-free lunch as well as one (1) planning period each day. On average, high school teachers shall receive 55.2 minutes per day or two hundred

seventy-six (276) minutes per week. In conjunction with the six (6) period day, one (1) period of seminar will be provided to high school students on Tuesdays and Thursdays. All classroom teachers assigned full time at the high school will be assigned a seminar. Seminar is considered a period of instruction. Part-time teachers' work day shall be determined by the high school principal.

Section 7: The recommended normal weekly teaching load for a full-time teacher to guide the administration in establishing such load will be five (5) teaching periods per day and one (1) planning period per day. At the Middle School the recommended normal teaching load for a full time teacher to guide the administration will be five (5) teaching periods per day and one (1) planning period per day. On average Middle School teaching staff shall receive fifty-six (56) minutes per day or two hundred and eighty minutes (280) per week of planning time.

Section 8: At the MOHS the recommended normal teaching load to guide the administration in establishing such load at MOHS will be four (4) teaching periods per day and a total of sixty (60) minutes of planning per day or a total of three hundred (300) planning minutes per week.

Included in the MOHS school week for full-time teachers will be a thirty (30) minute duty-free lunch period.

Section 9: Elementary teachers shall receive a minimum of two hundred seventy (270) minutes per week during the time school is in session for planning and preparation time for the 2020-2021 and 2021-2022 school year based on the pilot SEL schedule being implemented. For the 2022-2023 and 2023-2024 school year there will be a minimum of two hundred and forty (240) minutes with the option to continue the SEL schedule. This time will be provided by the use of any or all of the following: special art, music, physical education, technology, or recess. Such released time shall be pro-rated for less than full-time teachers. If a holiday or vacation period, snow day, P-T conference, or othersimilar unavoidable occurrence causes the specified minutes per week to be reduced, such an occurrence does not violate the related preparation time minutes requirement.

Section 10: High school planning shall be considered on average 55.2 minutes per day or two hundred seventy-six (276) minutes per week with one (1) planning period per day. Middle school planning shall be considered forty-five (45) minutes per day, and elementary planning shall be considered thirty (30) minutes. Alternative school teachers' planning shall be considered an average of fifty (50) minutes per day. Any teacher who travels between schools shall receive a minimum daily planning period pro-rated based on the percentage of time they spend at each building or level.

Section 11: Contracted part-time teacher's planning time will be a fractional proportion of a full-time teacher's planning time and shall be included in their day. Additionally, these teachers will be at their work station at least ten (10) minutes before and after their work day begins/ends.

Section 12: Special education teachers will be granted up to one (1) release day per semester each school year, as scheduled by the Building Principal and subject to substitute teacher availability, to complete special education paperwork at the building site. This release day may be taken in ½ day increments. Teachers shall report to work that day, but are relieved of classroom duties. The District will provide a substitute teacher to cover the classroom duties of the released special education teacher. If a substitute teacher is not available on the requested day, the release day will be rescheduled.

Section 13: Planning time is professional work time to be conducted on school property for instructional purposes.

Section 14: If K-12 buses cannot run due to weather conditions, no students will be required to report. Further, when weather conditions make it necessary to delay or close schools, professional staff are not expected to report. If conferences are scheduled for a delay or closure day and conditions are safe, professional staff will report at the scheduled conference. If students do not report to school due to building mechanical/utility issues, professional staff will report as long as the building has heat, electricity, and functioning restrooms. If water is not safe for drinking, the District will provide bottled water for all professional staff who report to that building that day.

Section 15: At the time of employment, the Board will inform all professional staff who instruct in sections participating in extra activities, such as camp and music programs, of their extra duties and responsibilities.

Section 16: Teachers will continue to develop written lesson plans and have them available daily for review by the principal.

Section 17: With the exception of asterisk duties, any assignments in addition to the normal professional staff schedule, including adult education courses, summer programs, and extra duties enumerated in Schedule B shall not be obligatory but shall be with the consent of the professional staff employee.

Section 18: 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 professional staff employees unless no qualified professional staff employee is available, in which case the Board may use persons outside of the bargaining unit as mentor teachers.
- (b) Each teacher in his/her first three (3) years in a classroom assignment in the public schools shall be assigned a mentor teacher by the Association with the approval of the Superintendent or designee. The Association shall make this assignment no later than fifteen (15) work days after the Superintendent or designee notifies the Association President or designee of the newly-employed professional staff. If the Association fails to timely assign a mentor, that assignment decision will be made by the Superintendent or designee, with notice to the Association President or 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 Superintendent or designee shall immediately notify the Association when a mentor teacher is matched with a 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) The purpose of the mentor/mentee match is to acclimate the mentee and to provide necessary assistance toward the goal of quality instruction. Communications between the mentor and mentee are confidential.
 - (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) The mentee shall be provided with a minimum of fifteen (15) days of professional development during his/her first three (3) years of classroom teaching.

ARTICLE 7 LEAST RESTRICTIVE ENVIRONMENT

Section 1: The policy of least restrictive environment is legally mandated. 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 Individualized Education Program Team (IEP Team).

General education classroom teachers and the appropriate special education professional staff employees are jointly responsible to implement the IEP and attend to the educational needs of special education students assigned to them. The Board will give special attention to reducing class size where such students are placed in regular classrooms. Professional staff will cooperate in the delivery of special education and related services.

Section 2: Before 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.) about the student and the plan for integration into the classroom.

Section 3: If any professional staff employee 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, that employee will advise his/her principal of that opinion in writing.

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

Section 5: If the student's disability requires the professional staff employee to receive training to provide for the student's unique needs, this training will be offered to that employee before

placement of the student in the regular education classroom or within thirty (30) working days. Further, in situations where the professional staff employee is assigned to a new/incoming student, there shall be a pre-conference meeting between that employee, the Director of Instruction, and the building principal immediately before the placement of the student.

Section 6: Any professional staff employee who will be providing instructional or other services to a student with disabilities will be invited to participate in the student's IEP Team meeting. The Board shall provide release time if the District directs or authorizes a professional staff employee to attend an IEP Team meeting, which is scheduled during a time the employee is assigned to teach a class.

Section 7: If a professional staff employee will be providing instructional or other services to an LRE student, that employee will be advised of steps to be taken if an emergency arises related to the student's medical condition. A professional staff employee will not be required to provide services normally provided by trained medical personnel to LRE students on a regular basis.

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

Section 9: When a general education classroom teacher is assigned an LRE student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily function nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. This condition does not apply to an emergency that threatens the life or health of the student.

ARTICLE 8 COMPENSATION

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

Section 1: All professional staff who have completed twenty three (23) years of teaching in the District will move to step twenty four (24) during the 2021-2022 school year. The salaries of professional staff employees covered by this Agreement shall be in accordance with the yearly salary schedule as outlined in Appendix A.

Section 2: The salary schedule is based on 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 employee'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 employee's annual base salary by the number of professional staff attendance days as specified in Appendix B.

Section 3: Contracted part-time salaries for professional staff shall be determined by the fractional portion of a full-time employee's workday. If a part-time employee is required in writing by the building administrator to attend professional development activities lasting longer than the normal work day, that employee will be compensated for the additional time at the employee's proportional per diem rate. This compensation applies only to professional development assigned by administration above and beyond the part-time employee's proportional work day. It is not for parent conferences, staff meetings, or any other usual and customary teaching activities. Additionally, if a part-time employee requests to attend professional development outside of District, such as a conference, the part-time employee must attend the professional development in its entirety and no compensation for extra time will be provided. All part-time employee salaries shall be advanced one (1) full step on the salary schedule for each calendar year taught unless otherwise bargained by the parties. Any part-time employee accepting a full-time position will be placed on the salary schedule according to the actual years' experience. All part-time employee shall be eligible for fringe benefits on a pro-rated basis. Should the part-time employee choose not to pay the remainder of the benefit cost on a given benefit, then the pro-rated amounts of cash in lieu may be used to pay in full any or some of the available fringe benefits.

Section 4: Professional staff employees hired into the District may be allowed eighteen (18) semester credits for outside experience on the salary schedule. Such credit may include 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 professional staff employee with a Bachelor's degree earns a Master's degree, notification must be provided to the business office no later than August 21.

Section 6: Professional staff employees under contract who attend graduate classes or required classes (special education teachers seeking certification, approved by the superintendent), and successfully complete the class, and meet the conditions specified below shall be eligible to be reimbursed the cost of tuition (paid by the teacher) up to six

(6) hours of graduate credit per year for those employees in their first Master's program; and six (6) credit hours every five (5) years for those seeking renewal of their teaching credentials. Reimbursement will be made at a rate of 75 percent of the cost of the class tuition. The cost of the class tuition will not exceed the average tuition calculated using these five (5) universities: MSU, Spring Arbor, Western, Grand Valley, and Central. The tuition average will be calculated annually based on the fall semester tuition rates that are published on September 1. First-year employees do not qualify for this section unless the employee is required to seek special education certification and approved by the Superintendent. Additionally, only employees working towards their first Master's degree or those seeking to renew their professional credentials may apply. Only one (1) class may be taken per semester during the school year. Payment shall be made when a record of the credit and a receipt for payment for the classes are presented to the Superintendent's office, provided the employee is still providing professional services in the District. If the employee is subject to layoff, the District will waive the one academic semester professional service requirement. The foregoing payment is subject to the following conditions:

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

Section 7: There shall be twenty-six (26) pay periods. Periodically, due to the calendar year exceeding three hundred sixty-four (364) days (26 x 14) salary may be spread over twenty-seven (27) pay periods to avoid a non-payday pay period. Professional staff shall receive their pay every other Friday. All pay may be distributed through electronic direct deposit to approved banking institutions as mutually approved by the professional staff and the District.

Section 8: Professional staff required in the course of their work to drive personal vehicles from one school building to another shall be reimbursed at the current rate per mile as established by the Bureau of Internal Revenue (IRS). The same allowance shall be given for use of personal vehicles for field trips or other District business. The Board 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 professional staff employees.

Section 9: When asked by a supervisor to cover a class, the professional staff employee will be paid

at a rate \$30 per hour. This amount will be pro-rated.

Section 10: Employees who submit a letter of resignation effective at the conclusion of the school year shall receive a notice incentive of \$1,700 if the resignation letter is submitted to the Superintendent's office by April 1 and not later than 4:00 p.m. Eligible employees shall receive the one-time lump sum incentive the second pay in June.

Section 11: Professional staff employees 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 9 SCHOOL YEAR AND HOURS

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

Section 2: Professional staff employees shall have the following work day as specified at their level:

(a) Elementary School Staff (kindergarten-5th)

Report to work:	8:25 a.m.
Student instruction begins:	8:40 a.m.
Student instruction ends:	3:40 p.m.
Workday ends:	3:50 p.m.

(b) High School and Middle School Staff

Report to work:	7:25 a.m.
Student instruction begins:	7:40 a.m.
Student instruction ends:	2:30 p.m.
Workday ends:	2:40 p.m.

(c) Alternative School Staff

The day will consist of seven (7) hours and ten (10) minutes and will have an average of fifty (50) minutes of planning time per day. This schedule may vary from year to year.

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

All professional staff are expected to be in the vicinity of their work assignment area to supervise students as necessary five (5) minutes before instruction beginning and until five (5) minutes after instruction ends or until all students have left the building, whichever comes first. Students passing between classes and/or between teachers will also be supervised by professional staff, who are expected to be at the door of their work assignment area or monitoring students when classes pass or staff change.

(a) When school is delayed due to weather conditions, professional staff reporting time will

be delayed the same amount of time.

Principals will exercise their discretion about requests from professional staff to leave the building before established work hours.

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

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

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

- (b) 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 a fifteen (15) minute travel period per split assignment. Staff who travel between Marshall and the Albion campuses shall be provided a twenty-five (25) minute travel period per split assignment.

ARTICLE 10

INSURANCE

Section 1: As described in the Marshall Public Schools' Cafeteria Benefits, Medical Expense Reimbursement, and Dependent Care Assistance Plans, the Board will pay the premiums for the following MESSA insurance coverages for a full twelve (12) month period for each employee and his/her dependents. All insurance PAKs include the following non- health insurance:

Delta Dental Plan

Diagnostic 100%

X rays 80%

Major services 80%,

Annual Maximum \$1,500

Orthodontics 80%, Lifetime Maximum \$1,800

Vision-MESSA Vision Preferred

Negotiated Life Insurance of \$20,000 (PAKS A, C, D, E, F)

Negotiated Life Insurance of \$25,000 (PAK 8)

The 12-month period shall begin on January 1 each year. For newly-hired professional staff, the insurance coverage will begin on the employee's first report date. Further, the cafeteria benefits, medical expense, and dependent care assistance plans shall comply with current IRS Code.

Bargaining unit employees shall elect a PAK coverage from the following six (6) available PAKs specified below:

A. PAK A: MESSA Choices

\$1000/\$2,000 deductible (subject to annual IRS changes)Saver
Rx prescription plan

Co-pays: \$20 Blue Cross Online Visit, \$20 Office Visit, Specialist visit \$20, \$25 Urgent Care, and
\$50Emergency Room

B. PAK B: No Health Insurance Needed

Employees must provide proof of medical coverage under another group health plan. Employees not wishing to make use of the full family health insurance coverage as described may apply a \$325 monthly amount toward MESSA/MEFSA non-taxable options or receive the payment in cash on the conditions that (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. 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 Section125 plan under which these employees will make such election. If the total number of employees taking cash in lieu is greater than 30, then the following increases will apply to the cash in lieu amount:

31-40	\$400
41 and above	\$500

The date for determining this number will be the day after the annual open enrollment end date.

C. PAK C: MESSA Choices

\$500/\$1,000 deductible (subject to annual IRS changes)3-Tier

Rx Prescription Plan

20% co-insurance

Co-pays: \$20 Blue Cross Online Visit, \$20 Office Visit, \$20 Specialist Visit, \$25 Urgent Care, and
\$50Emergency Room

D. PAK D: MESSA ABC Plan 1: Health Savings Account (HSA)

\$1,400/\$2,800 deductible (subject to annual IRS changes)Three

Tier RX prescription plan

Co-Pay: N/A

E. PAKE: MESSA ABC Plan 2: Health Savings Account (HSA)

\$2,000/\$4,000 deductible (subject to annual IRS changes)Three

Tier Rx prescription plan

Co-Pay: N/A

F. PAK F: Essentials by MESSA

\$375/\$750 deductible (subject to annual IRS changes)Essentials by

MESSA prescription plan

20% co-insurance

Co-pays: \$10 Blue Cross Online Visit, \$25 Office Visit, \$50 Specialist Visit, \$50Urgent
Care, and \$200 Emergency Room

Section 2: The Employer's contribution towards the employee's elected medical benefit plan shall equal the maximum "hard cap" payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act and as adjusted by the Michigan Department of Treasury. The hard cap amounts will adjust annually on January 1. The remaining annual cost for the employee's elected

medical plan premiums shall be paid by the employee. As provided in the Publicly Funded Health Insurance Contribution Act, MCL

15.561 et seq., the District may deduct from compensation due to the employee, the employee's proportional cost of the medical benefit plan which exceeds the cap.

The employee's bi-weekly medical premium contribution will be payroll deducted twice per month (maximum of twenty-four (24) pay deductions through a qualified Section 125 Plan and, as such, will not be subject to withholding. The Employer's Section 125 Plan shall include all necessary provisions for pre-tax contributions to the Employer's Health Saving Account (HSA) administered through Health Equity.

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

March 15 (effective April 1), June 15 (effective July 1), and August 15 (effective September 1).

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

If a professional staff employee notifies the Board of Education of a resignation, excluding retirement, at the end of a school year, the professional staff employee's insurance benefits will continue through the end of the month of August for that school year.

Section 4: Payroll deductions shall be made for either the MEA Tax Deferred Annuity Plan or other plans approved by the Board.

ARTICLE 11 SICK LEAVE

Section 1: Ten (10) days of sick leave per year with full pay shall be granted which may be used by professional staff employees for necessary absence due to: (1) personal illness of the employee; (2) illnesses of an employee's spouse or immediate family (child, step-child, step-parent, sibling, grandchild, parent, grandparent, sibling, step-sibling, sibling-in-law, parent-in-law, guardianship of person residing with the employee), which necessitates his/her absence from school; and (3) exposure to contagious disease in which the health of others would be endangered by his/her attendance on duty. Unused sick leave shall accumulate from year to year to a maximum of two hundred twenty (220) days. A professional staff employee who has accumulated the maximum sick days will still receive the appropriate number of sick/personal (10/3) days at the beginning of each newschool year; however, on the last day of the school year their accumulated sick leave shall carry forward to the next school year no more than the maximum days listed above. Sick leave days will be given on a pro-rated basis to employees who are not under contract for a full school year.

- (a) Doctor and dental appointments for professional staff and members of their families, which do not involve an actual illness, shall not constitute a valid reason for use of the employee's sick leave. However, sick leave may be granted in exceptional circumstances at the discretion of the Superintendent.

- (b) An electronic statement shall be furnished each professional staff employee 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 case of suspected violation of the sick leave provisions.
- (d) A professional staff employee who has worked at least twenty (20) years in the District and within the bargaining unit represented by the Association and qualifies for retirement under the Michigan Public School Employees Retirement System shall upon retirement be entitled to be paid one-half of the then-accumulated, unused sick leave at one hundred and five dollars (\$105) per sick day.

Section 2: Ten (10) days of emergency leave per year, to be deducted from accumulated sick leave, may be granted to professional staff employees for necessary absence due to personal illness of the employee's immediate family not residing with the employee as defined in Section 1 above. Such leave shall not be cumulative.

Section 3: Any professional staff employee using two (2) or less sick leave days and/or discretionary leave in a given school year will be given a five hundred dollar (\$500) bonus in June of that school year. Note: any absence for school-related business, union business, or personal days does not count against the teacher's eligibility for the five hundred dollar (\$500) bonus. Any professional staff employee with perfect attendance (i.e., no non-school related absences) shall receive an eight hundred dollar (\$800) bonus in June of that school year. Note: any absence due to union leave precludes the perfect attendance bonus.

Section 4: A sick leave bank will be administered as follows:

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

**ARTICLE 12
FUNERAL
LEAVE**

Section 1: A funeral leave shall be granted with pay for a period of time not to exceed three (3) days to attend each funeral of a professional staff employee's immediate family to include the present spouse, child or grandchild, parent, grandparent, sibling, step- sibling, parent-in-law, sibling-in-law. Any additional days required shall be deducted from the employee's accumulated sick leave.

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

**ARTICLE 13
LEAVES OF ABSENCE**

Section 1: Any teacher whose personal illness extends beyond the period compensated under Article 11 may be granted a leave of absence without pay in accordance with the Teachers' Tenure Act.

Section 2: Professional staff employees who enter the uniformed services 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 Uniformed Services Employment and Reemployment Act and any other applicable laws then effective.

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

- (a) No more than four (4) professional staff employees within the District will be accommodated , on a first-come, first-serve basis in approval for extension of a holiday vacation/break period; teachers needing to attend their child's field trip or other school-related program shall not be included in this maximum number.
- (b) Further, the District shall not be required to approve more than one (1) extension per professional staff employee, of a holiday/break period in any given school year.
- (c) No teacher professional staff employees shall expect to extend Labor Day weekend holiday through the use of a personal business holiday.
- (d) The following holidays/breaks will be open for use of personal business days: Thanksgiving Recess, Winter Break, Mid-Winter Break and Memorial Day*. The limitations expressed above shall apply only to these holiday/break periods.

*Memorial Day Restrictions - Professional staff employees are not eligible to extend Memorial Day weekend following the holiday if it falls within the last week of school.

- (e) Requests must be submitted to the Superintendent's office for approval.

- (f) A professional staff employee shall give the principal at least forty-eight (48) hours' notice of absence unless an emergency prevents the notice as determined by the principal.
- (g) 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 shall follow the guidelines for use of other personal leave. The superintendent approves all such leave.

Any personal days not used by professional staff employees will be converted to sick leave at the end of the school year and added to accumulated sick leave.

Section 4: In addition to sick leave, each professional staff employee 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 professional staff employee may be granted a leave of absence for one (1) continuous school year without pay for the purpose of travel or study in pursuit of wider knowledge and greater skill in his/her profession. Professional staff employees given leaves of absence without pay shall receive one (1) year credit toward annual salary increment on the appropriate schedule.

Section 6: A maternity leave of absence may be granted to a professional staff employee for the purpose of child-bearing and/or child-rearing. A professional staff employee who is pregnant or adopting a child shall be entitled upon request to a leave to begin at any time between the commencement of the pregnancy or adoption and one (1) year after a child is born or adopted. Such leave shall be granted without pay or increment for a period not to exceed two (2) semesters beyond the date on which the leave became effective unless recommended otherwise by the employee's physician. The employee shall notify the Superintendent in writing of the desire to take such leave and the letter requesting leave shall include the date of return and, except for emergency, shall give such notice at least thirty (30) days before the date on which the leave is to begin.

A professional staff employee who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her essential job duties. All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option be charged to her available sick leave. (Considered to be six (6) calendar weeks for a natural delivery and twelve (12) calendar weeks for Cesarean section.) Complications from childbirth which require a longer recuperative period for the mother or the child may extend the paid portion of the leave on a case-by-case basis based on documentation from the physician. The District will allow six (6) calendar weeks of sick leave to be used for adoption.

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

Section 7: Pursuant to the Family and Medical Leave Act, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve (12) month period is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay but with group health coverage maintained for one or more of the following reasons:

- (a) Due to the birth of the employee's child to care for the child;
- (b) Due to the placement of a child with the employee for adoption or foster care;
- (c) To care for the employee's spouse, child, or parent who has a serious health condition;
- (d) Due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

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

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

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

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

Section 8: A professional staff employees may be granted a vocational leave of absence without pay for up to one (1) 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. Notice of intent to return from such leave must be provided at least three (3) months before the expiration of the leave.

Section 9: A professional staff employee who is summoned and reports for jury duty as prescribed by applicable law, shall be paid by the Board an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the Board on that day, and the daily jury fee paid by the court (not including travel allowances or reimbursements of expenses) for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. This payment provision shall also apply when the employee is summoned/subpoenaed as a witness in a court hearing, so long as the employee is not testifying against the Board. To receive payment, the employee must give the administration prior notice that he/she has been summoned for jury duty or as a witness, and must furnish satisfactory evidence that he/she reported for or performed such service on the days for which he/she claims payment. An employee who volunteers (without being summoned) for such service will not receive the benefits listed above.

ARTICLE 14 GRIEVANCE

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

Section 2: A professional staff employee 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. If 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 professional staff employee 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 employee 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 employee and/or his/her Association representative(s) within five (5) school days after the date of the meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Superintendent.

Section 5: THIRD STEP If the grievance has not been settled in the second step, the Association may submit the matter to mediation under the Act or may submit such grievance, except as provided below 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.

Selection of the arbitrator 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. 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 have any authority to issue a decision on the merits of a prohibited or illegal bargaining subject. The parties will be bound by the award of the arbitrator. The costs of any arbitration proceeding under this provision shall be borne equally between the parties.

- (a) At arbitration, the grievant may not raise any new allegation or rely on any evidence not previously disclosed in the grievance process.
- (b) If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
- (c) The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date and shall deduct for such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time period.
- (d) The arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
- (e) Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

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: The presentation and discussions of grievances under 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 8: If grievances filed under this Article are not 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 15
SUBSTITUTES**

Section 1: The Board will maintain an adequate list of substitute teachers, either directly or through a third-party provider. Arrangements for securing substitute teachers are determined by building procedures.

**ARTICLE 16
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. 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 this Agreement.

- (a) 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.
- (b) 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 this Agreement.

**ARTICLE 17
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. The parties shall cooperate in a continuing program whereby professional staff employees 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 before Board approval.

Section 2: All committees shall serve in an advisory, consultative, and fact-finding capacity only for the duration of the Agreement.

ARTICLE 18 GENERAL

Section 1: During the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals as 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 neither party is obligated to bargain with the other for the life of the Agreement.

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

- (a) Neither the Association 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 professional staff employee from the assigned position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the employee'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 will 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. The Association, will also 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 an employee 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 its provisions, 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. If any provision is rendered invalid, upon written request by either party, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 4: An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 *et seq.* may reject, modify, or terminate this Agreement as provided in that Act.

Section 5: This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts in effect. All future individual professional staff contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE 19 SENIORITY

Section 1: The term "seniority" shall mean years of continuous service within the bargaining unit and begin from the last date of hire. Probationary professional staff employees 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 professional staff employee while in an administrative position shall not accumulate seniority nor lose previously acquired seniority.

The term "continuous service" shall mean consecutive years of employment for the Marshall Public Schools. Continuous service shall be terminated if a professional staff employee quits, retires, or is discharged. Continuous service shall not be interrupted by an approved leave of absence or layoff.

Section 2: Each year the Board shall prepare a seniority list by certification and classification and transmit a copy of same to the Association President or designee on or before the 1st day of November and shall be updated by May 1. If the Association disagrees 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.

ARTICLE 20 PROFESSIONAL BEHAVIOR

Section 1: The Board and the Association recognize that violations of this Agreement by a professional staff employee reflect adversely upon the education profession. Therefore, alleged violations of this Agreement which the Superintendent views as serious enough to warrant attention shall be promptly reported to the offending employee and to the Association, unless such report interferes with an investigation into the employee's alleged conduct.

ARTICLE 21 NON-CERTIFIED PROFESSIONAL STAFF EMPLOYEES

Section 1: Under Michigan law, certain bargaining subjects are prohibited for certified professional staff employees and are within the sole authority of the Board to decide. Accordingly, this Article includes language which previously applied to all professional staff employees, but now applies only to non-certified professional staff employees.

Section 2. No non-certified professional staff employee shall be discharged, disciplined, or demoted without just cause. Except in situations involving unprofessional conduct or misconduct, before the Board's consideration of non-renewal or discharge, that employee shall be evaluated, 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.

(a) Only after having thoroughly investigated an alleged violation of this Agreement may the Superintendent take appropriate disciplinary action. All discipline to non-certified professional staff stemming from a violation of this Agreement shall be based on the principle of just cause and the concept of progressive discipline.

(b) This Article shall in no way be interpreted to supplant or restrict the statutory right of the Board to suspend or terminate a non-certified professional staff employee.

- (c) Any non-certified professional staff employee who believes he/she has been treated unfairly as to a disciplinary action reserves the right to access the grievance procedure, beginning at the Second Step.
- (d) A non-certified professional staff employee, 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 as to that employee until such Association representative is available within a reasonable time not to exceed one (1) calendar week.
- (e) For purposes of this Article only, these definitions apply.

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

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

Progressive Discipline: A progression where the discipline becomes more severe with each similar violation of this Agreement. Willful violations of this Agreement may give rise to situations where the Superintendent 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.

Section 3. Upon return from leave, a non-certified professional staff employee shall be assigned to the same position left, providing it is still in existence. Should the same position no longer exist, then that employee will be assigned to a substantially equivalent position. This provision applies to the following leaves under Article 13:

- (a) Section 1 - unpaid leave of absence for personal illness
- (b) Section 5 - unpaid leave of absence for travel/study
- (c) Section 6 - maternity, adoption
- (d) Section 8 - unpaid leave of absence for vocational work or education

Section 4. The lay-off of any non-certified professional staff employee will be in accordance with the following schedule.

- (a) Probationary professional staff will be laid off first.
- (b) Standardized test results of student academic progress shall not be used as the sole criteria in evaluating the quality of the non-certified professional staff employee's fitness for retention.

Section 5: When necessary to reduce the number of non-certified professional staff employees through layoff or to reduce the number of those employees in a given subject area, field, or program, or to eliminate or consolidate positions, the Board shall give written notice of layoff to the Association and

the non-certified professional staff employee at least six (6) weeks before layoff. Layoffs will be effectuated at the beginning of the school year or the beginning of a semester only.

- (a) Non-certified professional staff employees shall be recalled in inverse order of reduction for vacancies and/or new positions opening for which they are credentialed and qualified.
- (b) All fringe benefits, including but not limited to, accumulated sick days shall be restored. The non-certified professional staff employee shall advance one (1) step on the salary schedule, provided salary advancement has not already been given to that employee for that school year, or no step advancement is made for other professional staff employees.
- (c) Non-certified professional staff will lose all rights to recall after three (3) years from the date of layoff. Probationary non-certified professional staff will lose all rights to be recalled after one (1) year from the date of layoff.

Section 6: Vacancies for non-certified professional staff employees not caused as a result of layoff shall be posted at least twelve (12) calendar days before being permanently filled by the Superintendent.

**ARTICLE 22
DURATION**

This Agreement shall become effective on the date of ratification by the Board, and its terms and provisions shall remain in full force and effect through July 15, 2024. Contract re-openers for year 2 (2022-2023) and year 3 (2023-2024) are limited to:

- A. Wages (to be completed by July 15 each year)
- B. Insurance (to be completed by October 1 each year)
- C. Calendar (to be completed by April 1 each year)

For the Association




MEA UniServ Director



President

For the Board



Superintendent



President

APPENDIX A SALARY SCHEDULE

Teacher Salaries 2021-2022 3%		
STEP	BA	MA
1	\$38,683	\$42,121
2	\$40,036	\$43,806
3	\$41,533	\$45,557
4	\$42,888	\$47,380
5	\$44,389	\$49,275
6	\$45,943	\$51,245
7	\$47,550	\$53,296
8	\$49,215	\$55,428
9	\$50,938	\$57,644
10	\$52,719	\$59,951
11	\$54,565	\$62,349
12	\$56,475	\$64,841
13	\$58,451	\$67,436
14	\$60,498	\$70,133
15	\$62,625	\$72,939
20	N/A	\$75,492
22	N/A	\$76,248
24	N/A	\$77,010

Teacher Salaries 2022-2023 2%		
STEP	BA	MA
1	\$39,456	\$42,963
2	\$40,837	\$44,682
3	\$42,363	\$46,469
4	\$43,746	\$48,327
5	\$45,277	\$50,260
6	\$46,862	\$52,270
7	\$48,501	\$54,362
8	\$50,199	\$56,537
9	\$51,957	\$58,797
10	\$53,773	\$61,150
11	\$55,657	\$63,596
12	\$57,604	\$66,138
13	\$59,620	\$68,784
14	\$61,708	\$71,536
15	\$63,878	\$74,398
20	N/A	\$77,002
22	N/A	\$77,773
24	N/A	\$78,550

Teacher Salaries 2023-2024 2%		
STEP	BA	MA
1	\$40,245	\$43,822
2	\$41,654	\$45,576
3	\$43,211	\$47,398
4	\$44,621	\$49,294
5	\$46,183	\$51,265
6	\$47,799	\$53,316
7	\$49,471	\$55,449
8	\$51,203	\$57,667
9	\$52,996	\$59,973
10	\$54,849	\$62,373
11	\$56,770	\$64,868
12	\$58,757	\$67,461
13	\$60,812	\$70,160
14	\$62,942	\$72,967
15	\$65,155	\$75,886
20	N/A	\$78,542
22	N/A	\$79,328
24	N/A	\$80,121

Longevity: Professional staff employees shall receive a lump sum longevity payment equal to the years of service with Marshall Public Schools specified below:

<u>Minimum Years</u>	<u>Payment</u>
at least 15 years	\$ 500
at least 20 years	\$ 900
at least 25 years	\$1,300
at least 30 years	\$1,600
at least 35 years	\$2,000

Such payment shall be made with the first payroll in October for those professional staff employees who qualify and are still employed by the District.

APPENDIX B SCHOOL CALENDAR

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

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

Parent/Teacher Conferences

Conference dates and times will be scheduled in collaboration with administration dependent upon building needs, and within the parameters of the negotiated calendar and will consist of six (6) hours in the Fall and three (3) hours in the Spring.

Professional Development Determination

Professional Development Days definition: Professional Development time may be used for meetings at the building level or Districtwide to review curricular issues, carry out Professional Development activities or to work on any school improvement activity. Based on teaching staff input, principals and the Curriculum Director shall determine and organize the work to be carried out on these days. They are not intended to replace regular staff meetings. Professional Development activities will comply with Michigan Department of Education requirements for Professional Development and Professional Development used as Instructional Time.

The Board and Association have established the following joint committee:

The Association will establish a professional development team consisting of three (3) or four (4) teachers from each level (K-4, 5-8, 9-12). Similarly, building level principals or assistant principals will represent the administration. No later than November 1 of each year, a member of the Association team will contact the Curriculum Director to establish two (2) mutually agreeable meeting times. This committee will convene on those mutually agreeable dates for the purpose of developing a District-wide professional development plan which complements the Michigan Department of Education's purpose and intent of acceptable professional development experiences.

The Department's stated purpose and intent is as follows: "It is the position of the MOE that a quality, acceptable professional development activity that is directly related to one's teaching assignment and is specifically designed to enhance the practitioner's capacity to meet and support the learning and development needs of all students." Professional staff employees 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 part of the co-curricular program, allowing the Superintendent to appoint the employee responsible for curricular instruction to the after-school duty.

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

If after posting a position, no qualified professional staff employee is interested or available, extra-curricular positions may be offered to a qualified external candidate.

APPENDIX C EXTRA DUTY COMPENSATION

*Any position that has an asterisk means it is a flat rate regardless of years of service.

**Duties noted with a double asterisk are part of the co-curricular program, allowing the Superintendent to appoint Teacher responsible for curriculum instruction to the after school duty.

HIGH SCHOOL ATHLETICS	COMPENSATION
Varsity Football	5675
Assistant Varsity Football	3800
Junior Varsity Football	3800
Assistant Junior Varsity Football	2875
Freshman Football	3245
Assistant Freshman Football	2875
Varsity Boys Basketball	5675
Assistant Varsity Boys Basketball	3245
Junior Varsity Boys Basketball	3800
Freshman Boys Basketball	3245
Varsity Girls Basketball	5675
Assistant Varsity Girls Basketball	3245
Junior Varsity Girls Basketball	3800
Freshman Girls Basketball	3245
Varsity Baseball	4540
Assistant Varsity Baseball	3245
Junior Varsity Baseball	3245
Freshman Baseball	2875
Varsity Softball	4540
Assistant Varsity Softball	3245
Junior Varsity Softball	3245
Varsity Track (2 Positions)	4540 each position
Varsity Track (1 Position)	5675
Assistant Varsity Track (2 positions)	3245
Assistant Varsity Track (1 position)	3245
Varsity Girls Golf	3430
Junior Varsity Girls Golf	2295
Varsity Boys Golf	3430
Junior Varsity Boys Golf	2295
Varsity Girls Tennis	3430
Junior Varsity Girls Tennis	2295
Varsity Boys Tennis	3430
Junior Varsity Boys Tennis	2295
Varsity Girls Swimming	4540
Assistant Varsity Girls Swimming	3245
Varsity Cross Country (2 positions)	3430 each position
Varsity Cross Country (1 position)	4540
Assistant Varsity Cross Country (if one Position)	2295
Varsity Wrestling	4540

Assistant Varsity Wrestling	3245
Varsity Volleyball	4170
Junior Varsity Volleyball	3060
Freshman Volleyball	2665
Varsity Girls Soccer	4170
Assistant Varsity Girls Soccer	3060
Junior Varsity Girls Soccer	3060
Varsity Boys Soccer	4170
Assistant Varsity Boys Soccer	3060
Junior Varsity Boys Soccer	3060
Varsity Fall Cheerleading	1925
JV Fall Cheerleading	1925
Varsity Winter Cheerleading	1925
JV Winter Cheerleading	1925
Competitive Cheerleading	1925
Fall Faculty Athletic Manager	2295
Winter Faculty Athletic Manger	2665
Spring Faculty Athletic Manager	1925
Bowling (Boys/Girls)	2295
<u>HIGH SCHOOL CURRICULUM</u>	
*Band Director	5305
**Assistant Band Director	1925
*Choir Director	5305
F.F.A. Advisor	
Fall	2295
Winter	2295
Spring	2295
Summer	2295
Yearbook Advisor	2295
Robotics	2295
<u>MYCA CO-CURRICULAR</u>	
Yearbook Advisor	2295 for two cycles
<u>HIGH SCHOOL EXTRA-CURRICULAR</u>	
Musical Play	
Director	2875
Musical Director	945
Pit Director	945
Non-Musical Play	
Director	1925
Senior Class Sponsor	1925
Junior Class Sponsor	1320
Sophomore Class Sponsor	565
Freshman Class Sponsor	565
High School Student Council	1320
Class Night Sponsor	1135
Knowledge Master Open 9-12	380
Ski Club	50.00 per outing/trip
National Honor Society Faculty	1925

Lunchroom Supervisor	one teaching hour
Environmental Club	945
GSA	945
Youth in Government	1135
<u>MIDDLE SCHOOL ATHLETICS</u>	
Girls Basketball (Grade 7, Team A & B)	2295 each team
Boys Basketball (Grade 7, Team A & B)	2295 each team
Girls Basketball (Grade 8, Team A & B)	2295 each team
Boys Basketball (Grade 8, Team A & B)	2295 each team
Girls Volleyball (Grade 7, Team A & B)	2295 each team
Girls Volleyball (Grade 8, Team A & B)	2295 each team
Cross Country	2295
Tennis (Grades 7 & 8, Team A & B)	2295
Track (Grade 8)	2295
Track (Grade 7)	2295
Wrestling (Grades 7 & *)	2295
Fall Athletic Manager	750
Winter Athletic Manager	750
Spring Athletic Manager	750
<u>MIDDLE SCHOOL CO-CURRICULAR</u>	
**Band (Grades 5 th – 8 th) Director	1135
**Orchestra (Grades 5 th – 8 th) Director	1135
**Choir (Grades 5 th – 8 th) Director	1135
Middle School Jazz Band	750
Sixth Grade Camp Chaperone	200 per overnight for 1 teacher/team*
Spelling Bee 5-6	380
Spelling Bee 7-8	380
National Geography Bee 5-6	380
National Geography Bee 7-8	380
**Yearbook Supervisor	1135
Robotics	1925
F.F.A. Advisor	1135
Middle School Student Council	750
<u>MIDDLE SCHOOL EXTRA-CURRICULAR</u>	
Young Artists & Authors 5-8	1135
Knowledge Master Open 5-6	380
Knowledge Master Open 7-8	380
Math Olympiad 5	565
Math Olympiad 6	565
Science Fair Director	380

<u>ELEMENTARY CO-CURRICULAR</u>	
Elementary Music Program	100 per building
Elementary Spring Art Program Director	200
Mackinaw Trip	200 per overnight per assigned teacher*
Writers Workshop Gordon 3-4	380
Writers Workshop Hughes 3-4	380
Writers Workshop Walters 3-4	380
Writers Workshop Harrington 3-4	380
Kindergarten Round-up	25 per event participating teacher*
<u>ELEMENTARY EXTRA-CURRICULAR</u>	
Elementary Choir (Fourth Dimension)	1135
Math Olympiad (2)	565 each
<u>OTHER</u>	
K-12 Counseling Coordinator	565

If administration deems it necessary to have high school/ middle school counselor(s) work before or after the school year, the counselors will be paid at their per diem rate for days or hours worked.

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

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

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