

***AGREEMENT***

***Between***

***MARSHALL PUBLIC SCHOOLS  
BOARD OF EDUCATION***

***And***

***SOUTH CENTRAL UNIFIED BARGAINING  
ASSOCIATION***

***Representing***

***MARSHALL TEACHERS' ASSOCIATION***

**2007-2009**

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## **AGREEMENT**

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

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

## **ARTICLE I - PURPOSE AND INTENT**

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

## **ARTICLE II - RECOGNITION**

**Section 1:** The Board of Education recognizes the Association as the sole and exclusive certified collective bargaining representative for all full time and regularly employed part time teachers K-12, certified teachers, guidance counselors, librarians, social workers, elementary special service teachers, 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.

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

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

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

### **ARTICLE III – AGENCY SHOP**

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

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

- (a) If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Association, upon written notification by the Association the employer shall deduct that amount from the bargaining unit member's wages as authorized under MCLA 408.477 and remit same to the Association.
- (b) The above provision does not pertain to those employees under contract or presently employed who are not presently members. All present employees who are members as of June 30, 1969, or hired after June 30, 1969, shall be subject to the above.
- (c) In the event of legal action against the employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action at its own expense and through its own counsel, provided:
  - 1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.
- (d) Nothing in this Article shall be interpreted or applied to require employee contributions to political action or similar funds of the Association or its affiliates.

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

#### **ARTICLE IV - BOARD'S RIGHTS**

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

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

#### **ARTICLE V - TEACHERS' RIGHTS**

**Section 1:** No polygraph or lie detector device shall be used in any investigation of any teacher unless with written consent of said teacher.

**Section 2:** Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

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

**Section 3:** The Board shall furnish insurance protection for teacher liability and corporal punishment liability for all teachers in an amount not less than twenty-five thousand (\$25,000) dollars physical property, one hundred thousand (\$100,000) dollars bodily injury per individual and three hundred thousand (\$300,000) dollars per accident. Said insurance protection shall be available only after the individual teacher has utilized that protection available under "Teachers' Liability Insurance" provided by the Michigan Education Association, if available.

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

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

**Section 5:** Each teacher shall have the right, upon request, to review all the contents of his/her own personnel file. An Association representative or an Association officer may be requested to accompany the teacher in such review.

**Section 6:** A teacher may be released at the discretion of the administration from regular duties without loss of salary for the purpose of participating in professional meetings. If such meetings are beneficial to the attending teacher's professional growth, as determined by the building principal, the principal may approve payment for expenses incurred, including substitutes.

**Section 7:** A teacher, at his/her own request, shall be entitled to have present an Association representative or an Association officer when any reprimand or discipline, or mandatory improvement program is being exercised. When a request for such representation is made, no action shall be taken with respect to that teacher until such Association representative is available within a reasonable time not to exceed one (1) calendar week. No tenure teacher shall be discharged, disciplined or demoted without just cause. Except in situations involving unprofessional conduct or misconduct, prior to the Board's consideration of non-renewal or discharge, the teacher shall be evaluated in accordance with this Article, shortcomings or

deficiencies pointed out and suggestions for improvement given and subsequently re-evaluated. The action of the Board shall not be arbitrary or unreasonable.

**Section 8:** A complaint by a parent regarding a teacher shall be called to the teacher's attention. However, no disciplinary action shall be taken against a teacher unless such complaint has been brought to the teacher's attention in writing within a period of ten (10) days after receipt of the complaint.

- (a) Unless the administration deems it not appropriate after consultation with the teacher, a parent with a complaint or concern regarding that teacher should abide by the following procedure.
  - 1. Parent should first contact the teacher 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 teacher'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 of Schools.

**Section 9:** The provisions of this Agreement and the wages, hours, and conditions of employment shall be applied without regard to race, creed, color, national origin, age, handicap, gender, marital status, or membership in or association with any organization.

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

**Section 10:** All teachers shall be given notification of their assignments for the forthcoming year no later than June 1. In the event that changes in assignments become necessary at a later date, teachers affected will be notified and have the opportunity to discuss the matter. In no event will changes in teacher assignments be made later than seven (7) calendar days prior to the teacher's first report day, unless an absolute emergency requires it.

- (a) Teachers should not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study or to positions for which they do not have the proper qualifications as specified in Article XXI, Section 2.

**Section 11:** Each teacher will have an ID card that will allow admittance to all school athletic events. This ID card will be good for admission for the assigned teacher and a guest.

**Section 12:** Assignment of teachers to school positions and their transfer shall rest solely in and shall be the responsibility of the Superintendent of Schools. The teacher to be transferred must be notified verbally and in writing of the reasons for this transfer by the Superintendent at the earliest possible date. The Superintendent or his/her designee shall notify teachers who are being involuntarily transferred at the earliest possible date. Any teacher who is notified of an involuntary transfer less than seven (7) calendar days prior to the first day of scheduled classes in the fall, or during the course of the school year, will be granted at least two (2) days and up to five (5) days of preparation time upon request to the Superintendent (a substitute will be provided during the requested preparation time).

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

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

**Section 13:** Standardized test results of student academic progress shall not be used as the sole criteria in evaluating the quality of a teacher's service or fitness for retention.

**Section 14:** When complying with the provisions of ESEA, it is understood that the Employer shall take no action that has an adverse impact on any bargaining unit member(s) without first advising the Association. Should the Board advise the Association of an adverse action, the Association may immediately announce its desire to open negotiations to bargain over the impact of the adverse action.

## **ARTICLE VI - ASSOCIATION'S RIGHTS**

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

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

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

- (a) The Association shall have the right to use Board typewriters, instructional computers, calculating machines, duplicating equipment, audio visual and amplifying equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Other



school equipment may be used upon the approval of the Superintendent. The Association agrees to pay for any damage or cost of repair arising out of Association use.

- (b) Bulletin boards shall be made available for the use of the Association in the teachers' lounges only.
- (c) The Association may distribute all written material by placing such material in the teachers' mailboxes, which shall be made available for such distribution.
- (d) All material, either posted or distributed, shall relate to the official business of the Association.

**Section 4:** Within twenty (20) days after ratification the MEA will prepare and deliver to the Board a master copy of the new Agreement. Within ten (10) working days thereafter the Board will provide electronic copies of the Agreement for all teachers employed or hereinafter employed. Hard copies will be made available upon request from the business office.

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

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

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

## **ARTICLE VII - TEACHING CONDITIONS**

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

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

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

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

**Elementary**

|                                |           |
|--------------------------------|-----------|
| Readiness Kindergarten         | 15 pupils |
| Kindergarten                   | 23 pupils |
| 1st Grade                      | 24 pupils |
| Elementary School (Grades 2-4) | 25 pupils |

**Middle School**

|                    |           |
|--------------------|-----------|
| Grades 5-6         | 25 pupils |
| Grades 7-8         | 26 pupils |
| Unified Arts       | 22 pupils |
| Physical Education | 40 pupils |
| Band & Music       | will vary |

**High School**

|                    |           |
|--------------------|-----------|
| General Classes    | 26 pupils |
| Seminar            | 25 pupils |
| Physical Education | 38 pupils |
| Band and Music     | will vary |

**Alternative High School**

|             |                     |
|-------------|---------------------|
| All classes | 22 students present |
|-------------|---------------------|

- (a) Where a class exceeds the recommended levels, the Board agrees to so advise the teacher involved and explain the reasons for such deviation and take corrective action where possible. When the master schedule is developed in the spring for the following school year, efforts will be made to keep seminar classes at 25 or below.
- (b) At the elementary school, middle school and high school seminar, an overload will occur when there are three students over the recommended class size in any one class. At the high school, an overload will occur when the average class size exceeds two over the recommended number, or five over the recommended class size in one class. When the overload occurs, it will be paid from the recommended class size. Overloads will only occur from count day forward in September, 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 over the recommended class size number of 22; or when a single class is five over the recommended class size number of 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. 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 teacher contract days. The above figure would be divided by the number of class periods per day. Payment to be made once each semester.

Example. Recommended class size number is 26. Teacher averages 23 students. Block 5 has 31 students. Teacher is paid an overload for all five (5) students over his/her recommended enrollment.

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

- d. The Board agrees to provide the MTA within ten (10) work days (or 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 Marshall Public Schools.
- 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 chairperson and middle school faculty council members shall be advisory in position but shall receive \$250 and \$200 respectively per year. Department chairpersons shall receive an additional \$50 per teacher in the department under their direction for time spent in the exercise of his/her duties and responsibilities.

**Section 5:** Teachers shall not be assigned, with or without extra compensation, to noon hour supervision, selling tickets at athletic events, chaperoning or driving buses, or pre-school and after-school bus supervision, or pre-school and after-school playground supervision except for

student dismissal the last day of school, provided that nothing in this Agreement shall prevent teachers from voluntarily performing such tasks at compensation satisfactory to them.

**Section 6:** For 2007-08 included in the high school day for full-time teachers will be a duty free lunch period as well as one (1) planning period and three (3) periods of instruction each day on days when there is no seminar period. On days when a seminar period is scheduled, there will be one (1) planning period, two (2) periods of instruction, and a seminar assignment. On Friday there will be five (5) periods of instruction, one advisor base assignment, and two (2) planning periods of forty (40) minutes each. Part-time teachers' work day shall be determined by the high school principal.

For 2007-08 the recommended normal weekly teaching load for a full time teacher to guide the administration in establishing such load in the senior high will be ten (10) teaching periods consisting of 85 minutes each from Monday through Thursday and five (5) teaching periods of 40 minutes each on Friday only. There will be a planning period each day in the senior high Monday through Thursday of 85 minutes and a total of 80 minutes on Friday. In addition, each teacher may be assigned a seminar assignment two days per week that consists of 85 minutes each day, and an advisor/seminar base period on Friday which consists of 40 minutes. Teachers who teach one class may be expected to be available for the equivalent of one full seminar period per week. Teachers who teach two or more classes may be assigned a seminar group and supervise that group for both seminar periods and also for the advisor/seminar based period. The three music teachers (band director, orchestra director and choral music director) will share the assignment of one group of seminar students.

Beginning 2008-09 included in the high school day for full-time teachers will be a duty free lunch period as well as one planning period and three (3) periods of instruction each day. On Friday there will be six (6) periods of instruction, and two (2) planning periods of forty (40) minutes each. Seminar is considered a period of instruction. Teachers in the core areas of math, science, social studies, and English/language arts will be assigned seminars. Teachers in the other content areas may be assigned a seminar or a planning period during the seminar time. 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 thirty (30) teaching periods, and five (5) planning periods in the Middle School.

**Section 8:** The recommended normal weekly teaching load to guide the administration in establishing such load at the alternative school will be twenty (20) teaching periods weekly consisting of three (3) 85 minute classes, and one (1) 50 minute class each school day. Included in the alternative school week for full time teachers will be a 30 minute duty free lunch period. Planning will average at least 50 minutes daily.

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

**Section 10:** At the time of employment, the Board agrees to inform all teachers who will instruct in sections participating in extra activities, such as camp and music programs, of their extra duties and responsibilities.

**Section 11:** Teachers will continue to develop written lesson plans and have them available daily for review by the principal.

**Section 12:** With the exception of asterisk duties, any assignments in addition to the normal teaching 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 teacher.

**Section 13: Mentor Teachers**

- (a) A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the Code. Mentor teachers shall be members of the bargaining unit unless no qualified bargaining unit member is available, in which case the Board may utilize nonbargaining unit members as mentor teachers.
- (b) Each bargaining unit member 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 his designee. The mentor teacher shall be available to provide professional support, instruction, and guidance to the mentee. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a collegial fashion.
- (c) A mentor teacher shall be assigned in accordance with the following:
  - 1. Participation as a mentor teacher shall be voluntary.
  - 2. The Board shall immediately notify the association when a mentor teacher is matched with a bargaining unit member (mentee). The assignment of the mentor teacher shall be finalized by the administration within ten (10) work days of the first work day of the mentee.
  - 3. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification.
  - 4. A mentee shall be assigned to only one (1) mentor teacher at a time.
  - 5. The mentor teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years.
- (d) Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the goal of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not in any fashion be a matter included in the evaluation of the mentor teacher or mentee.

- (e) Upon request, the administration may make available reasonable release time so the mentor teacher may work with the mentee in his/her assignment during the regular work day. Where possible the mentor teacher and mentee shall be assigned common preparation time.
- (f) Mentee shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching.

## ARTICLE VIII - LEAST RESTRICTIVE ENVIRONMENT

**Section 1:** The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual student with disabilities may participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Team. (IEPT).

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

**Section 2:** Prior to actual placement of a special education student within the general education classroom, or as soon as possible thereafter, the general education teacher(s) receiving the student shall confer directly with the appropriate special education staff (i.e. teacher, teacher consultant, therapist, etc.) concerning the student and the plan for integration into the classroom.

**Section 3:** If any teacher has a reasonable basis to believe that the current IEP of a student with disabilities is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion in writing.

**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 teacher to receive training to provide for the student's unique needs, this training will be offered to the teacher prior to placement of the student in the regular education classroom or within thirty (30) working days. Further, in situations where the teacher is assigned to a new/incoming student, there shall be a pre-conference meeting between the teacher, the Director of Instruction, and building principal immediately prior to the placement of the student.

**Section 6:** Any teacher who will be providing instructional or other services to a student with disabilities will be invited to participate in the student's IEPT. The Board shall provide release time in the event the district directs or authorizes a teacher to attend an IEPT, which is scheduled during a time the teacher is assigned to teach a class.

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

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

**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.

## **ARTICLE IX - COMPENSATION**

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

- (a) The 2007-2008 school year – Increase all steps on the salary schedule by one percent (1%) as specified in Appendix A, retroactive to August 28, 2007. Beginning with the 2008-2009 school year, increase all steps on the salary schedule by one and a half (1 ½) percent.

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

**Section 3:** Contracted part-time teachers' salaries shall be determined by the fractional portion of a full time teachers work day. If a part-time teacher is required in writing by the building administrator to attend professional development activities lasting longer than the normal work day, the teacher will be compensated for the additional time at the teacher's proportional per diem rate. This compensation is applicable only for professional development assigned by administration above and beyond the part-time teacher'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 teacher requests to attend professional development outside of the district, such as a conference, the part-time teacher must attend the professional development in its entirety and no compensation for extra time will be provided. All part-time teachers' salaries shall be advanced one full step on the salary schedule for each calendar year taught. Effective July 1, 1984, any part-time teacher accepting a full-time position will be placed on the salary schedule according to the actual years' experience. All part-time teachers shall be eligible for fringe benefits on a pro-rated basis. Should the part-time teacher choose not to pay the

remainder of the benefit cost on a given benefit, then the pro-rated amounts of cash in lieu may be used to pay in full any or some of the available fringe benefits.

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

**Section 5:** When a teacher with a Bachelor's degree earns a Master's degree, notification must be provided to the business office no later than August 21.

**Section 6:** Teachers 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 nine (9) hours of graduate credit per year. Reimbursement will be made at a rate of 75% of the cost of the class tuition. The cost of the class tuition will not exceed the average tuition calculated using these five 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 teachers do not qualify for this section unless the teacher is required to seek special education certification and approved by the Superintendent. Additionally, only teachers working towards their first master's degree or those seeking to renew their teaching credentials may apply. Only one 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 teacher is still teaching in Marshall Public Schools. For those teachers taking classes that conclude after the last student contact day of the school year, the teacher must return to teach in the district for at least twenty (20) school days in the following school year before requesting reimbursement. If the teacher is subject to the reduction in force provision of article XXI, the District will waive the twenty (20) day teaching 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 teacher for remuneration under this paragraph.
- (c) Above amount to be paid only on hours taken (enrollment date) after effective date of this Agreement.
- (d) Teachers must receive advance written approval from the Superintendent to receive reimbursement for the courses.
- (e) Request for reimbursement must be made within 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.



**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. Teachers shall receive their pay every other Friday. However, those teachers being paid over only 21 pay periods during the 1997-98 school year shall be permitted to continue with 21 pays if they choose to do so. All pay may be distributed through electronic direct deposit to approved banking institutions as mutually approved by the teachers and the District. The paycheck for any teacher who does not authorize electronic direct deposit will be mailed on pay days.

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

**Section 9:** When asked by a supervisor to cover a class, the teacher will be paid at a rate \$15 per hour. This amount will be pro-rated.

## **ARTICLE X - SCHOOL YEAR AND TEACHING HOURS**

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

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

(a) **Elementary School Teachers (kindergarten-fourth)**

|                             |           |
|-----------------------------|-----------|
| Teachers report to work:    | 8:25 a.m. |
| Student instruction begins: | 8:40 a.m. |
| Student instruction ends:   | 3:30 p.m. |
| Teacher day ends:           | 3:40 p.m. |

Beginning with the 2008-2009 school year, five (5) minutes will be added to the elementary instructional day. Efforts will be made to add the five minutes to the beginning of the elementary day; however, if that is not possible, the five minutes will be added to the end of the day or a combination thereof.

(b) **High School and Middle School Teachers**

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

(c) **Alternative School Teachers**

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

Elementary half days dismiss at 11:45 a.m. Middle School/High School half days dismiss at 10:40 a.m. Substitute teachers will provide kindergarten instruction on parent/teacher conference days.

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

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

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

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

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

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

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

**Section 3:** Librarians, speech therapists, remedial reading instructors, school social workers, counselors and all music, physical education, art and special education teachers who travel between schools shall be provided with a fifteen (15) minute travel period per split assignment.

**Section 4:** Elementary teachers shall receive a minimum of 150 minutes per week during the time school is in session for planning and preparation time. This time will be provided by the use of any or all of the following: special art, music, physical education, technology, or recess. Such released time shall be pro-rated for less than full-time teachers. In the event a holiday or vacation period, snow days, P-T conferences, and other similar unavoidable occurrences cause the specified minutes per week to be reduced, it shall not be considered a violation of this contract requirement. For the 2007-2008 school year, additional planning time will be provided for elementary teachers by providing .5 FTE. Beginning with the 2008-2009 school year, an

additional .5 FTE, to make a total of 1.0 FTE, will be provided and five (5) minutes will be added to the elementary instructional day.

**Section 5:** High school planning shall be considered 85 minutes per day, Monday through Thursday with 80 minutes on Friday; middle school planning shall be considered 45 minutes per day, and elementary planning shall be considered 30 minutes. Alternative school teachers planning shall be considered an average of 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 6:** Contracted part-time teachers planning time will be a fractional proportion of a full time teachers planning time and shall be included in their day. Additionally, these teachers will be at their work station at least 10 minutes before and after their work day begins/ends.

## **ARTICLE XI - INSURANCE**

**Section 1:** As described in the Marshall Public Schools' cafeteria Benefits, Medical Expense Reimbursement, and Dependent Care Assistance Plans, the Board shall provide the following MESSA-PAK for a full twelve month period for each employee and his/her dependents. The twelve month period shall begin on September 1 each year. For newly hired teachers, the insurance coverage will begin on September 1 or the first day of the month following a date of hiring after September 1. Further, the cafeteria benefits, medical expense and dependent care assistance plans shall comply with current IRS code.

Beginning July 1, 2007 the Board will pay \$1124.27 monthly, plus the first 10 percent of any potential premium increase for 2008-2009. Teachers will pay \$174.60 plus the remainder of any increase and will accrue their monthly contribution across plan years. Teacher's contributions shall be automatically deducted from their pay as pre-tax dollars.

- (a) MESSA Choices II with the XVA2 Rider (no abortion coverage).
- (b) Delta Dental Plan E007, including internal and external coordination of benefits.
- (c) Vision Service Plan 2.
- (d) Life insurance in the amount of \$20,000 with Accidental Death and Dismemberment. This amount shall be paid to the employee's designated beneficiary. Teachers not enrolling in the health insurance program, although eligible for the Board health plan, shall receive an additional \$5,000 life insurance with AD&D.

**Section 2:** Except as otherwise provided for in Section 5 of this Article, teachers under contract to the school district for the school year who resign from the school district effective prior to the completion of the last day of work will have their insurance premiums paid through the end of the month in which the teacher's resignation is effective. Teachers under contract to the school district who resign from the school district effective upon or after the completion of the last day

of work of the school year and effective on or before the last date of that school fiscal year (June 30) will have their insurance premiums paid through August of that year.

**Section 3:** Employees not wishing to make use of the full family health insurance coverage as described in Section 1(a) above may apply a \$325 monthly amount toward MESSA/MEFSA non-taxable options or receive the payment in cash. In either case the employee is responsible for both the employee's and employer's FICA costs, as well as any other applicable payroll taxes or retirement costs. The Board will provide a Section 125 plan under which these employees will make such election.

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

**Section 5:** At the option of the retiring teacher, all insurance coverage shall cease to be paid for by the Board as of the first month following the teacher's last month of teaching. As compensation for the cost saving to the District, said retiring teacher shall be paid a \$450.00 bonus with their last paycheck.

## **ARTICLE XII - SICK LEAVE**

**Section 1:** Ten (10) days of sick leave per year with full pay shall be granted which may be used by teachers in case of necessary absence due to (1) personal illness of the teacher (2) illnesses of a teacher's spouse or immediate family (child, step-child, parent, step-parent, guardianship of) residing with the teacher, which necessitates his or her absence from school and (3) exposure to contagious disease in which the health of others would be endangered by his or her attendance on duty. Unused sick leave shall accumulate from year to year to a maximum of 190 days. Beginning with the 2008-2009 school year, any unused sick leave shall accumulate from year to year to a maximum of 200 days. Beginning with the 2009-2010 school year, any unused sick leave shall accumulate from year to year to a maximum of 210 days. Beginning with the 2010-2011 school year, any unused sick leave shall accumulate from year to year to a maximum of 220 days. A teacher who has accumulated the maximum sick days will still receive the appropriate number of sick/personal (10/2) days at the beginning of each new year; however on the last day of the year their accumulated sick leave shall carry forward to the next year no more than the maximum days listed above.

- (a) Doctor and dental appointments for teachers and members of their families, which do not involve an actual illness, shall not constitute a valid reason for use of a teacher's sick leave. However, sick leave may be granted in exceptional circumstances at the discretion of the Superintendent.
- (b) A written statement shall be furnished each teacher at the beginning of each school year setting forth his/her total of sick leave credits.
- (c) The administration shall have the right to demand a doctor's statement in cases of suspected violation of the sick leave provisions.

- (d) A teacher who has taught at least fifteen (15) years in Marshall Public Schools and retires from the teaching profession and qualifies for retirement under the Michigan School Employees Retirement Fund shall upon retirement be entitled to be paid the daily substitute teacher rate of pay per day for one-half of the then accumulated, unused sick leave. This benefit for the 2007-2008 school year shall be payable only to those teachers accumulating a minimum of one hundred fifteen (115) sick leave days as of their effective retirement date. Beginning with the 2008-2009 school year, this benefit shall be payable only to those teachers accumulating a minimum of one hundred (100) sick leave days as of their effective retirement date.

**Section 2:** Ten (10) days of emergency leave per year, to be deducted from accumulated sick leave, may be granted to teachers in case of necessary absence due to personal illness of a teacher's immediate family not residing with the teacher as defined in section one above. Such leave shall not be cumulative.

**Section 3:** Any teacher using two or less sick leave days in a given year will be given a \$200 bonus in June of that school year.

**Section 4:** A sick leave bank is hereby administered as follows:

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

### **ARTICLE XIII - FUNERAL LEAVE**

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

**Section 2:** A teacher 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 teacher's accumulated sick leave.

### **ARTICLE XIV - LEAVES OF ABSENCE**

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

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

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

- (a) Any personal days not utilized by teachers will be converted to sick leave at the end of the school year whereby they will be added to accumulated sick leave. They may not be used primarily as a vacation. It is understood that such days are to be used for personal business which cannot be conducted after work hours or nonscheduled work days.
- (b) The following is intended to be a guideline for teacher reference as to what constitutes vacation.
  - 1. Recreational or leisurely activity, such as camping, hunting, fishing, golfing, entertainment, and vocational activities.
  - 2. Travel undertaken for other than personal business purposes.
  - 3. A period of rest or relaxation which is undertaken for a purpose other than as a medical necessity as prescribed by a physician.
- (c) Teachers requiring additional personal leave may request up to five (5) "emergency personal leave" days per year, which shall be deducted from the teacher's accumulated sick leave. A teacher must specify the reasons for such leave which shall follow the guidelines for use of other personal leave. The Superintendent approves all such leave.

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

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

**Section 6:** A maternity leave of absence may be granted to a teacher for the purpose of child-bearing and/or child rearing. A teacher who is pregnant 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 her physician. Said teacher shall notify the Superintendent in writing of her desire to take such leave and the letter requesting leave shall include the date of return and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions. All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option be charged to her available sick leave. (Considered to be six calendar weeks for a natural delivery and 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 calendar weeks of sick leave to be used for adoption. The teacher upon return shall be assigned to the same position left providing it is still in existence. Should same position no longer exist, then to a substantially equivalent position.

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

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

1. Due to the birth of the employee's child in order to care for the child;
2. Due to the placement of a child with the employee for adoption or foster care;
3. To care for the employee's spouse, child, or parent who has a serious health condition;
4. 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 a FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 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 teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104 (C) (2) of the FMLA. Elected supplementary insurance coverage's may be continued by the teacher prepaying the premium cost to the business office of the school district, which will then make payment of the premium to the insurance company.

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

**Section 9:** A teacher 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 teacher 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 teacher is summoned/subpoenaed as a witness in a court hearing, so long as the teacher is not testifying against the Board. In order to receive payment, a teacher 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.

A teacher who volunteers (without being summoned) for such service will not receive the benefits listed above.

## **ARTICLE XV - EARLY RETIREMENT INCENTIVE**

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



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

In the 2007-2008 school year, a teacher who uses the early retirement incentive will receive \$15,000 paid equally over a five (5) year period (\$3,000 per year).

In the 2008-2009 school year, a teacher who uses the early retirement incentive will receive \$12,000 paid equally over a four (4) year period (\$3,000 per year).

In the 2009-2010 school year, a teacher who uses the early retirement incentive will receive \$9,000 paid equally over a three (3) year period (\$3,000 per year).

In the 2010-2011 school year, a teacher who uses the early retirement incentive will receive \$6,000 paid equally over a two (2) year period (\$3,000 per year).

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

**Section 4:** Those persons qualifying for benefits under this plan will receive them on a monthly basis. (EXAMPLE: \$3,000.00 divided by 12)

**Section 5:** Should the retiree die, all benefits of this program due him/her and spouse will cease with the month of his/her death.

**Section 6:** Once a teacher retires under this Early Retirement Incentive Plan benefit, the benefit may not be modified because of a subsequent negotiation of the Master Agreement.

**Section 7:** Retirement as used in this Article will mean voluntary termination of active employment with the Marshall Public Schools.

**Section 8:** Article XV will expire in its entirety on June 30, 2011.

## **ARTICLE XVI - GRIEVANCE**

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

**Section 2:** A teacher who believes he/she has a grievance shall first discuss the matter with his/her principal personally or accompanied by an Association representative or Association officer within five (5) school days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In

the event the grievance is not settled in this manner, the following formal grievance procedure shall apply.

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

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

**Section 5: 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 (teacher discharge) to arbitration, provided written notice for submission is delivered to the Superintendent within ten (10) days after the date of the decision under Step Two. Following the written notice of request for submission to binding arbitration, the parties will meet within ten (10) days to select an arbitrator according to the following procedure:

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

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

Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association. Should either the Board or the Association wish to terminate the use of the pre-selected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give one year's notice to the other party. After termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

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

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

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

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

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

## **ARTICLE XVII - SUBSTITUTES**

**Section 1:** The Board agrees at all times to maintain an adequate list of substitute teachers. All substitutes should be listed and certified at the Superintendent's office. Arrangements for securing substitute teachers are determined by building procedures.

## ARTICLE XVIII - CONFERENCE COMMITTEE

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

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

## ARTICLE XIX - CURRICULUM COUNCIL

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

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

## ARTICLE XX- GENERAL

**Section 1:** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly both parties agree that neither shall be obligated to bargain with the other for the life of the contract.

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

- (a) The Association agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from the teaching position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance

of the teacher's duties of employment) to occur during the life of this agreement for any purpose whatsoever.

- (b) In the event of any action in violation of the foregoing, the Association agrees to post notices immediately at any or all schools affected, or otherwise communicate with persons violating this provision by all means at its disposal, that said activity is contrary to law, unauthorized by the Association and in violation of this Agreement and shall advise such persons to discontinue immediately said activity. And the Association, further, will use every other means at its disposal to assist in the immediate termination of such activity.
- (c) The Association will not directly or indirectly take reprisals against a teacher who continues or attempts to continue his/her contractual duties or who refuses to participate in any of the activities prohibited by this Article.
- (d) The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damages against any person, group or organization violating this Article.

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

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

## **ARTICLE XXI - REDUCTIONS IN PERSONNEL**

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

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

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

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

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

## **Section 2:**

- (a) The term "seniority" shall mean years of continuous service within the bargaining unit and begin from the last date of hire. Probationary teachers shall not have seniority, but upon commencement of the first day of employment after acquiring tenure, seniority shall date from last date of hire. A teacher while in an administrative position shall not accumulate seniority nor lose previously acquired seniority.
- (b) The term "continuous service" shall mean consecutive years of employment for the Marshall Public Schools. Continuous service shall be terminated if a teacher quits, retires, or is discharged. Continuous service shall not be interrupted by an approved leave of absence or layoff.
- (c) The term "qualifications" shall be as set by North Central Association of Colleges and Universities and as defined under job descriptions. The term "qualifications" shall also include any requirements to be "highly qualified" under the No Child Left Behind Act or other similar federal or state laws or regulations.

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

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

**Section 5:** Teachers shall be recalled in inverse order of reduction for vacancies and/or new positions opening for which they are certified and qualified. All fringe benefits, including but not limited to, accumulated sick days shall be restored. The teacher shall advance one step on the salary schedule provided salary advancement has not already been given to the teacher that

school year. Teachers will lose all rights to recall after three (3) years from the date of layoff as per the Tenure Law as amended in 1993.

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

## **ARTICLE XXII - PROFESSIONAL BEHAVIOR**

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

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

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

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

**Section 5: Definition Of Terms**

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

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

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

**ARTICLE XXIII - DURATION**

This AGREEMENT shall become effective on the date of ratification by the Board, and the terms and provisions hereof shall remain in full force and effect through the 20<sup>th</sup> day of August, 2009.

In Witness Whereof, the parties hereto have executed this Agreement in Marshall, Michigan on this \_\_\_ day of \_\_\_\_\_, 2008.

**SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION**

Signed: \_\_\_\_\_  
President

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

**MARSHALL BOARD OF EDUCATION**

Signed: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer



**APPENDIX A – 2007-08 & 2008-09 SALARY SCHEDULE**

**2007-08**

**2008-09**

| <b>STEP</b> | <b>BA</b> | <b>MA</b> |
|-------------|-----------|-----------|
| Step 1      | \$34,442  | \$37,548  |
| Step 2      | \$35,913  | \$39,276  |
| Step 3      | \$37,618  | \$41,273  |
| Step 4      | \$39,210  | \$43,178  |
| Step 5      | \$41,076  | \$45,368  |
| Step 6      | \$42,828  | \$47,457  |
| Step 7      | \$44,850  | \$49,872  |
| Step 8      | \$46,766  | \$52,162  |
| Step 9      | \$48,983  | \$54,811  |
| Step 10     | \$51,070  | \$57,342  |
| Step 11     | \$53,487  | \$60,248  |
| Step 12     | \$56,034  | \$63,312  |

| <b>BA</b> | <b>MA</b> |
|-----------|-----------|
| \$34,958  | \$38,111  |
| \$36,452  | \$39,865  |
| \$38,182  | \$41,892  |
| \$39,798  | \$43,826  |
| \$41,692  | \$46,049  |
| \$43,470  | \$48,169  |
| \$45,523  | \$50,621  |
| \$47,468  | \$52,944  |
| \$49,717  | \$55,633  |
| \$51,836  | \$58,203  |
| \$54,289  | \$61,152  |
| \$56,874  | \$64,261  |

|            |          |         |
|------------|----------|---------|
| Longevity: | 15 years | \$172   |
|            | 20 years | \$517   |
|            | 25 years | \$861   |
|            | 30 years | \$1,033 |

|            |          |         |
|------------|----------|---------|
| Longevity: | 15 years | \$175   |
|            | 20 years | \$524   |
|            | 25 years | \$874   |
|            | 30 years | \$1,049 |

Teachers grandfathered at the MA+30 schedule will have a salary of \$67,432 in 2007-08 and \$68,444 in 2008-09.

Teachers having taught at least fifteen (15) years in the Marshall Public School system shall receive a lump sum longevity payment equal to one half percent (½ %) of the BA base salary (Step 1). Teachers having taught at least twenty (20) years in the Marshall Public School system shall receive a lump sum longevity payment equal to one and one half percent (1 ½ %) of the BA base salary (Step 1). All teachers having taught at least twenty-five (25) years in the Marshall Public Schools system shall receive a lump sum longevity payment equal to two and one half percent (2 ½ %) of the BA base salary (step 1). Finally, all teachers having taught at least thirty (30) years in the Marshall Public School district shall receive a lump sum longevity payment equal to three percent (3%) of the BA base salary (step 1). Such payment shall be made with the first payroll in October for those teachers who qualify and are still employed by the school district.

Beginning with the 2011-2012 school year, teachers having taught at least fifteen (15) years in the Marshall Public School system shall receive a lump sum longevity payment equal to one percent (1%) of the BA base salary (Step 1). Teachers having taught at least twenty (20) years in the Marshall Public School system shall receive a lump sum longevity payment equal to two percent (2%) of the BA base salary (Step 1). All teachers having taught at least twenty-five (25) years in the Marshall Public Schools system shall receive a lump sum longevity payment equal to three and one quarter percent (3 1/4%) of the BA base salary (step 1). All teachers having

taught at least thirty (30) years in the Marshall Public School district shall receive a lump sum longevity payment equal to four percent (4%) of the BA base salary (step 1). Teachers having taught at least thirty-five (35) years in the Marshall Public Schools shall receive a lump sum longevity payment equal to five percent (5%) of the BA base salary (Step 1). Such payment shall be made with the first payroll in October for those teachers who qualify and are still employed by the school district.

|   |
|---|
| <b>APPENDIX B - SCHOOL CALENDAR and EXTRA DUTY COMPENSATION</b> |
|---|

It is agreed that the Board and Association will meet the minimum number of instructional hours/days as well as the minimum number of statutory professional development days. It is understood that 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.

|                                   |   |
|-----------------------------------|---|
| <b>August 22-24</b>               | <b>New Teacher Orientation</b>  |
| <b>August 28-30</b>               | <b>Community Breakfast &amp; Professional Development</b>   |
| <b>September 4</b>                | <b>First Day for Students</b>   |
| <b>October 12</b>                 | <b>H.S. 1st Marking Period Ends</b>   |
| <b>October 16</b>                 | <b>H.S. Grades Due</b>  |
| <b>November 2</b>                 | <b>First Marking Period Ends for EL/MS</b>  |
| <b>November 5</b>                 | <b>EL/MS Grades Due</b>   |
| <b>November 7-8</b>               | <b>(Wed.-Thurs.) MS/HS Conferences</b>  |
| <b>November 8</b>                 | <b>½ day for EL/MS/HS Conferences</b>   |
| <b>November 9</b>                 | <b>½ day for EL/MS/ HS only-all K students attend regular session with substitute</b>                 |
| <b>November 21</b>                | <b>HS 2<sup>nd</sup> Marking Period Ends</b>  |
| <b>November 22 &amp; 23</b>       | <b>Thanksgiving Recess - No School</b>  |
| <b>November 27</b>                | <b>HS Grades Due</b>  |
| <b>December 21- January 2</b>     | <b>Winter Break - No School</b>   |
| <b>January 18</b>                 | <b>Semester Ends</b>  |
| <b>January 21</b>                 | <b>Martin Luther King Day - No School</b>   |
| <b>January 22</b>                 | <b>All Grades Due</b>   |
| <b>February 22 &amp; 25</b>       | <b>Mid-Winter Break</b>   |
| <b>February 29</b>                | <b>HS 4<sup>th</sup> Marking Period Ends</b>  |
| <b>March 4</b>                    | <b>HS Grades Due</b>  |
| <b>March 21</b>                   | <b>Good Friday – No school</b>  |
| <b>March 27</b>                   | <b>EL/MS 3<sup>rd</sup> marking period ends</b>   |
| <b>March 31</b>                   | <b>EL/MS Grades Due</b>   |
| <b>April 1-2 (Tues. – Wed.)</b>   | <b>EL/MS/HS Conferences.</b>  |
| <b>April 2 -3 (Wed. – Thurs.)</b> | <b>½ day. All K students attend regular sessions with sub. Students Grades 1-12 attend a.m. only.</b> |
| <b>April 4</b>                    | <b>No School</b>  |
| <b>April 7 - 11 (Mon-Fri)</b>     | <b>Spring Recess - No School</b>  |
| <b>April 18</b>                   | <b>HS 5<sup>th</sup> Marking Period Ends</b>  |
| <b>April 22</b>                   | <b>HS Grades Due</b>  |
| <b>May 26</b>                     | <b>Memorial Day - No School</b>   |
| <b>June 6 &amp; 9, 10, 11</b>     | <b>Semester Exams for HS - HS Students attend a.m. only</b>   |
| <b>June 10</b>                    | <b>Last Day for Kindergarten</b>  |
| <b>June 11</b>                    | <b>Last Day-Students attend a.m. only. Records Day (half day p.m.)</b>                                |

**June 12**

**EL/MS/HS Grades Due. Attendance optional if grades/records/ checkouts turned in prior to June 11.**

Three (3) Professional Development Days: August 28-29, 2007 and January 21, 2008. Two additional days to be determined using a combination of approved Professional Development activities as per the District's Professional Development Structure Guidelines.

#### Parent / Teacher Conferences

High School Conferences will be scheduled for Wednesday evening and Thursday after school and evening in the fall; and Tuesday evening and Wednesday after school and evening in the spring. Middle School/Elementary Conferences may be scheduled from Tuesday after school until Friday afternoon. Kindergarten conferences may be scheduled during a window the week prior to conferences through the week of conferences. Teachers may use their discretion scheduling conferences outside these time periods during conference week. Kindergarten students will attend regular classes with a substitute teacher.

#### Professional Development Determination

Professional Development Days definition: Professional Development time may be utilized for meetings at the building level or district wide to review curricular issues, carry out Professional Development activities or to work on any school improvement activity. Based on teaching staff input, principals and the Assistant Superintendent of Instruction 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 agreed to establish the following joint committee:

The MTA will establish a professional development team consisting of 3 or 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 MTA team will contact the Assistant Superintendent 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 MDE 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."

#### **Section 4: Extra Duty Compensation**

People beginning an activity or sport will be paid a percentage of the BA Schedule, Step 1.

At the start of the third (3rd) consecutive year of experience in the same activity or sport the person will be paid at a percentage of the BA Schedule, Step 2.

At the start of the fifth (5th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 3.

At the start of the seventh (7th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 4.

At the start of the ninth (9th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 5.

At the start of the eleventh (11th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 6.

At the start of the thirteenth (13th) consecutive year of experience in the same activity or sport the person will be paid a percentage of the BA Schedule, Step 7.

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

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

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

### **HIGH SCHOOL ATHLETICS**

|                                    |      |
|------------------------------------|------|
| Varsity Football                   | 15.0 |
| Assistant Varsity Football         | 10.0 |
| Assistant Varsity Football         | 10.0 |
| Assistant Varsity Football         | 10.0 |
| Junior Varsity Football            | 10.0 |
| Assistant Junior Varsity Football  | 7.5  |
| Assistant Junior Varsity Football  | 7.5  |
| Freshman Football                  | 8.5  |
| Assistant Freshman Football        | 7.5  |
| Assistant Freshman Football        | 7.5  |
| Varsity Boys Basketball            | 15.0 |
| Assistant Varsity Boys Basketball  | 8.5  |
| Junior Varsity Boys Basketball     | 10.0 |
| Freshman Boys Basketball           | 8.5  |
| Varsity Girls Basketball           | 15.0 |
| Assistant Varsity Girls Basketball | 8.5  |
| Junior Varsity Girls Basketball    | 10.0 |
| Freshman Girls Basketball          | 8.5  |
| Varsity Baseball                   | 12.0 |

|   |           |
|---|-----------|
| Assistant Varsity Baseball                    | 8.5       |
| Junior Varsity Baseball                       | 8.5       |
| Freshman Baseball                             | 7.5       |
| Varsity Softball                              | 12.0      |
| Assistant Varsity Softball                    | 8.5       |
| Junior Varsity Softball                       | 8.5       |
| Varsity Track (2 positions)                   | 12.0 each |
| Varsity Track (1 position)                    | 15.0      |
| Assistant Varsity Track                       | 8.5       |
| Assistant Varsity Track                       | 8.5       |
| Assistant Varsity Track (if 1 position)       | 8.5       |
| Girls Golf                                    | 9.0       |
| Boys Golf                                     | 9.0       |
| Varsity Girls Tennis                          | 9.0       |
| Junior Varsity Girls Tennis                   | 6.0       |
| Varsity Boys Tennis                           | 9.0       |
| Junior Varsity Boys Tennis                    | 6.0       |
| Varsity Girls Swimming                        | 12.0      |
| Assistant Varsity Girls Swimming              | 8.5       |
| Varsity Boys Swimming                         | 12.0      |
| Assistant Varsity Boys Swimming               | 8.5       |
| Varsity Cross Country (2 positions)           | 9.0 each  |
| Varsity Cross Country (1 position)            | 12.0      |
| Assist. Vars. Cross Country (if one position) | 6.0       |
| Varsity Wrestling                             | 12.0      |
| Assistant Varsity Wrestling                   | 8.5       |
| Varsity Volleyball                            | 11.0      |
| Junior Varsity Volleyball                     | 8.0       |
| Freshman Volleyball                           | 7.0       |
| Varsity Girls Soccer                          | 11.0      |
| Assistant Varsity Girls Soccer                | 7.0       |
| Junior Varsity Girls Soccer                   | 8.0       |
| Varsity Boys Soccer                           | 11.0      |
| Assistant Varsity Boys Soccer                 | 7.0       |
| Junior Varsity Boys Soccer                    | 8.0       |
| Varsity Fall Cheerleading                     | 5.0       |
| JV Fall Cheerleading                          | 5.0       |

|                             |     |
|-----------------------------|-----|
| Varsity Winter Cheerleading | 5.0 |
| JV Winter Cheerleading      | 5.0 |
| Competitive Cheerleading    | 5.0 |

|                                 |     |
|---------------------------------|-----|
| Fall Faculty Athletic Manager   | 6.0 |
| Winter Faculty Athletic Manager | 7.0 |
| Spring Faculty Athletic Manager | 5.0 |

**HIGH SCHOOL CO-CURRICULAR**

|                           |      |
|---------------------------|------|
| *Band Director            | 15.0 |
| *Assistant Band Director  | 6.0  |
| *Choir Director           | 15.0 |
| *Orchestra Director       | 9.0  |
| F.F.A. Sponsor            | 6.5  |
| *Director of Publications | 9.0  |

**HIGH SCHOOL EXTRA-CURRICULAR**

|                              |                              |                          |
|------------------------------|------------------------------|--------------------------|
| Musical Play Director        | 7.0                          |                          |
| Musical Vocal/Pit            | 5.0                          |                          |
| Non-musical Play Director    | 4.0                          |                          |
| Senior Class Sponsor         | 2.5                          |                          |
| Junior Class Sponsor         | 3.0                          |                          |
| Sophomore Class Sponsor      | 2.5                          |                          |
| Freshman Class Sponsors      | 2.5                          |                          |
| Intramural Director          | 3.0                          |                          |
| Debate and Forensics Coach   | 15.0                         |                          |
| High School Student Council  | 3.0                          |                          |
| Class Night Sponsor          | 3.0                          |                          |
| Knowledge Master Open        | 9-12                         | \$ 350.00                |
| Ski Club                     |                              | \$ 50.00 per outing/trip |
| National Honor Society       |                              | \$ 500.00                |
| Faculty Lunchroom Supervisor | One teaching hour assignment |                          |

**MIDDLE SCHOOL ATHLETICS**

|  |               |
|--|---------------|
| Girls Basketball (Grade 7, Team A & B) | 6.0 each team |
| Boys Basketball (Grade 7, Team A & B)  | 6.0 each team |
| Girls Basketball (Grade 8, Team A & B) | 6.0 each team |
| Boys Basketball (Grade 8, Team A & B)  | 6.0 each team |
| Girls Volleyball (Grade 7, Team A & B) | 6.0 each team |
| Girls Volleyball (Grade 8, Team A & B) | 6.0 each team |
| Track (Grade 8)                        | 6.0           |
| Track (Grade 7)                        | 6.0           |
| Wrestling (Grades 7 & 8)               | 6.0           |

**MIDDLE SCHOOL CO-CURRICULAR**

|  |     |   |
|--|-----|---|
| *Band (Grades 5th - 8th) Director      |     | 4.0                                     |
| *Orchestra (Grades 5th - 8th) Director |     | 4.0                                     |
| *Choir (Grades 5th - 8th) Director     |     | 4.0                                     |
| *Middle School Jazz Band               |     | 2.0                                     |
| Clear Lake Camp 6th grade Chaperone    |     | \$ 100.00 per overnight for one teacher |
| Spelling Bee                           | 5-6 | \$ 350.00                               |
|  | 7-8 | \$ 350.00                               |
| National Geography Bee                 | 5-6 | \$ 300.00                               |
|  | 7-8 | \$ 300.00                               |
| *Yearbook Supervisor                   |     | 1.5 percent                             |

### **MIDDLE SCHOOL EXTRA-CURRICULAR**

|                            |     |            |
|----------------------------|-----|------------|
| Young Artists & Authors    | 5-8 | \$1,000.00 |
| Knowledge Master Open      | 5-6 | \$ 350.00  |
|                            | 7-8 | \$ 350.00  |
| Math Olympiad              | 5   | \$ 550.00  |
|                            | 6   | \$ 550.00  |
| World in Motion            | 5   | \$ 500.00  |
| Midwest Talent Search      | 5-8 | \$ 500.00  |
| Intramural Director (each) |     | 3.0        |
| Fall Athletic Manager      |     | 2.0        |
| Winter Athletic Manager    |     | 3.5        |
| Spring Athletic Manager    |     | 2.0        |

### **ELEMENTARY CO-CURRICULAR**

|  |             |                                    |
|--|-------------|------------------------------------|
| *Elementary Music Program              |             | 1.0                                |
| Elementary Spring Art Program Director |             | 1.0                                |
| Mackinac Trip                          | 4           | \$ 100.00                          |
|  |             | per overnight per assigned teacher |
| Writers Workshop Gordon                | 3-4         | \$ 300.00                          |
|  | Hughes 3-4  | \$ 300.00                          |
|  | Walters 3-4 | \$ 300.00                          |

### **ELEMENTARY EXTRA-CURRICULAR**

|                                     |   |           |
|-------------------------------------|---|-----------|
| Elementary Choir (Fourth Dimension) |   | 3.0       |
| Math Olympiad                       | 4 | \$ 550.00 |

### **OTHER**

|                                    |  |  |
|------------------------------------|--|--|
| Auditorium Lights & Sound Director |  | \$ 13.50/hour<br>beyond the regular school day<br>(School Programs only) |
| K-12 Counseling Coordinator        |  | \$ 500.00  |



If administration deems it necessary to have high school counselor(s) work before or after the school year, they 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.

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

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

## **APPENDIX C - PROFESSIONAL STAFF EVALUATION**

### **A Statement of Philosophy**

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

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

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

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

### **STAFF EVALUATION PROCEDURES**

The performance of all teachers shall be evaluated in writing. Any formal observation of the teacher shall be done openly by the building principal or assistant principal (or other local administrator) and for the first contractually required formal observation; there shall be notification to the teacher at least the work day prior to such observation. The administrator will inform the teacher of a time frame for each of the subsequent contractually required formal observation(s). Video cameras and tape recorders shall not be used in the evaluation process without the teacher's consent.

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

If a probationary teacher is employed by a school district for at least 1 full school year, the controlling board of the probationary teacher's employing school district shall ensure that the teacher is provided with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher and that the teacher is provided with at least an annual year-end performance evaluation each year during the teacher's probationary period. The annual year-end performance evaluation shall be based on, but is not limited to, at least 2 classroom observations held at least 60 days apart, unless a shorter interval

between the 2 classroom observations is mutually agreed upon by the teacher and the administration, and shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

The controlling board of the school district employing a teacher on continuing tenure shall ensure that the teachers provided with a performance evaluation at least once every 3 years and, if the teacher has received a less than satisfactory performance evaluation, the school district shall provide the teacher with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher. The performance evaluation shall be based on, but is not limited to, at least 2 classroom observations conducted during the period covered by the evaluation and, if the teacher has an individualized development plan, shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan. Thus, annual procedures are as follows:

1. A beginning-of-the-year conference is held between every teacher to be evaluated that year and administrator. Annual goals and objectives (and Individualized Development Plan [IPD] when applicable) along with the previous evaluation should be discussed.
2. The administrator will make classroom visits for all teachers to be evaluated that year.
3. The administrator will make at least two classroom observations annually for all teachers to be evaluated. The first and last observation will be held at least 60 days apart, unless mutually agreeable.
4. A final conference will be held between every teacher and the administrator. Goals and objectives (and Individualized Development Plan [IPD] when applicable) are reviewed and the evaluation form for teachers who have been evaluated that year is finalized, signed and submitted to the Superintendent.
5. Two copies of the written evaluation shall be submitted to the teacher at the time of the personal interview or within ten (10) days thereafter; one to be signed and returned to the administration, the other to be retained by the teacher. The teacher may put comments in writing and have them attached to the evaluation and placed in the personnel file.

Name \_\_\_\_\_

School \_\_\_\_\_

Teaching Assignment \_\_\_\_\_

1<sup>st</sup> Observation Date \_\_\_\_\_

2<sup>nd</sup> Observation Date \_\_\_\_\_

**EVALUATION FORM**

Teaching Performance

**Directions:** Each of the ten (10) skill areas are given a composite numerical score by the evaluator, reflecting the teachers demonstrated use of these criteria within the classroom setting, or directly relating to the classroom instruction. Following each areas suggested criteria is a place for evaluator’s comments. This space is used to indicate specific actions or call attention to any criteria used to determine the composite skill area score.

**Each skill area is evaluated using the following point scale:  
3 = Satisfactory    2 = Needs Improvement    1 = Not Satisfactory**

1. **Instructional Planning**

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

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

Fulfills curriculum guidelines

Includes planned practice activities

Builds upon previous learning

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

Reflects consideration of diverse needs and abilities of students

Evaluator's Comments \_\_\_\_\_

Evaluator  
Score

Final  
Score

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. **Lesson Presentation**

Includes introduction, body, and review

Is congruent with objectives

Motivates/stimulates students

Utilizes multi-sensory activities or multi-media devices

Provides opportunities for student questions or participation

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

Utilizes effective questioning strategies

| Evaluator's Comments _____ | Evaluator<br>Score | Final<br>Score |
|----------------------------|--------------------|----------------|
| _____                      | _____              | _____          |
| _____                      |                    |                |
| _____                      |                    |                |

3. **Innovation**

Displays creativity

Incorporates change

Seeks out and attempts better ways of doing things

Develops original materials

Encourages student awareness of futuristic applications of current knowledge

| Evaluator's Comments _____ | Evaluator<br>Score | Final<br>Score |
|----------------------------|--------------------|----------------|
| _____                      | _____              | _____          |
| _____                      |                    |                |
| _____                      |                    |                |

4. **Pupil Assessment**

Teacher expectations for students are appropriate and evident

Maintains accurate, up-to-date records of assignments

Uses a variety of methods for measuring student progress

Measures various cognitive levels of thinking

Evaluations reflect individual abilities

| Evaluator's Comments_____ | Evaluator<br><u>Score</u> | Final<br><u>Score</u> |
|---------------------------|---------------------------|-----------------------|
| _____                     | _____                     | _____                 |
| _____                     |                           |                       |

5. **Teacher's Knowledge of Subject**

Demonstrates current knowledge of field, both conceptual and factual

Applies knowledge

Answers student questions accurately

| Evaluator's Comments_____ | Evaluator<br><u>Score</u> | Final<br><u>Score</u> |
|---------------------------|---------------------------|-----------------------|
| _____                     | _____                     | _____                 |
| _____                     |                           |                       |
| _____                     |                           |                       |

6. **Understanding of Developmental Stages of Students**

Provides for individual differences

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

Demonstrates understanding of human development and learning theory

| Evaluator's Comments_____ | Evaluator<br><u>Score</u> | Final<br><u>Score</u> |
|---------------------------|---------------------------|-----------------------|
| _____                     | _____                     | _____                 |
| _____                     |                           |                       |
| _____                     |                           |                       |

7. **Behavior Management**

Establishes clear expectations and appropriate consequences for classroom behavior

Encourages appropriate behavior through positive reinforcement

Applies consequences for inappropriate behavior

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

Holds students accountable for the consequences of their decisions

Maintains control

| Evaluator's Comments _____ | Evaluator<br><u>Score</u> | Final<br><u>Score</u> |
|----------------------------|---------------------------|-----------------------|
| _____                      | _____                     | _____                 |
| _____                      |                           |                       |
| _____                      |                           |                       |

8. **Rapport with Students**

Maintains a learning environment which encourages mutual acceptance and respect

Accessible to individual pupils

Exhibits enthusiasm in relating with students

Elicits student participation in classroom decisions when appropriate

Demonstrates patience, caring and encouragement

Demonstrates an appropriate sense of humor

| Evaluator's Comments _____ | Evaluator<br><u>Score</u> | Final<br><u>Score</u> |
|----------------------------|---------------------------|-----------------------|
| _____                      | _____                     | _____                 |
| _____                      |                           |                       |
| _____                      |                           |                       |

9. **Rapport with Colleagues**

Accessible to peers

Listens to others

Considers the viewpoints of others

Contributes to the common goals of the work unit

Assists colleagues

Shares the work of the group

Fulfills commitments

Demonstrates a sensitivity to the feelings and ideas of others

Demonstrates self-control

| Evaluator's Comments _____ | Evaluator<br>Score | Final<br>Score |
|----------------------------|--------------------|----------------|
| _____                      | _____              | _____          |
| _____                      |                    |                |
| _____                      |                    |                |

10. **Rapport with Parents**

Communicates with parents both orally and in writing

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

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

Seeks parental input into student assessment

| Evaluator's Comments _____ | Evaluator<br>Score | Final<br>Score |
|----------------------------|--------------------|----------------|
| _____                      | _____              | _____          |
| _____                      |                    |                |
| _____                      |                    |                |

Summary Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Teacher's Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date