

Marcellus Community Schools

**MARCELLUS EDUCATION ASSOCIATION:  
MASTER AGREEMENT  
2023-2025**

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**ARTICLE 1  
RECOGNITION**

- A. Pursuant to the Michigan Public Employment Relations Act, as amended, MCL 423.201 et seq. the Board of Education of the Marcellus School District (the Board or District) recognizes the Southwestern Michigan Education Association, MEA/NEA (the Bargaining Agent) as the exclusive bargaining agent for employees of the Board (teachers) in the bargaining unit defined as:

All certificated instructional personnel employed by the District for the regular school term, grades K-12 and alternative education but excluding per diem substitute teachers, teacher aides, the positions of executives and supervisors, and all other employees.

- B. The Bargaining Agent shall designate the local Association, MEA/NEA (the Association) as the administrator of this Agreement including the processing of grievances.

**ARTICLE 2  
TEACHER RIGHTS**

- A. Teachers have the right to join any teacher organization at any time.
- B. All teachers covered by this Agreement are extended all rights and responsibilities of this Agreement and those rights and responsibilities contained in state and federal laws concerning teachers.
- C. Each teacher may see the contents of his/her personnel file.
- D. *NON-BARGAINING UNIT EMPLOYEES*
1. If due to an emergency situation, the Board assigns a non-bargaining unit employee to perform bargaining unit duties on a permanent (year-long) basis, that employee is subject to this Agreement with all rights, privileges, and responsibilities, prorated for the amount of time spent in bargaining unit work.
  2. If the bargaining unit duties are in an area usually subordinate to the supervisory employee who will perform in both capacities, then that employee shall be evaluated by the immediate supervisor in that area of the bargaining unit work as well as the employee's usual position.
  3. If the Association finds inequities caused by the dual positions, redress may be sought through the grievance procedure.

**ARTICLE 3  
BOARD OF EDUCATION RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing:
  - 1. The management and control of District properties, facilities, grades, and courses of instruction; athletic and recreational programs; methods of instruction; library resources; materials used for instruction; and the selection, direction, transfer, and promotion or demotion, discipline, or dismissal of all personnel.
- B. The Board's exercise of these powers, rights, authority, duties, and responsibilities and the adoption of such rules, regulations, and policies as it deems necessary is limited only by the specific and express terms of this Agreement.

**ARTICLE 4  
ENTIRE AGREEMENT CLAUSE**

- A. This Agreement supersedes and cancels previous Agreements between the Board and the SMEA/MEA/Association and constitutes the entire agreement between the parties until superseded by a new agreement or amended through mutual written agreement by the parties.
- B. With the adoption of this Agreement, all activities and interpretations covered under past practice are null and void.
- C. An emergency manager appointed under the Local Financial Stability Act is authorized to reject, modify, or terminate this Agreement as provided in that Act.

**ARTICLE 5  
AUTHORIZED ABSENCES**

Since the absence of a teacher has an adverse effect on the quality of the educational program, imposes increased responsibilities on other professional staff, and increases costs, it is the responsibility of each teacher to avoid unnecessary tardiness or absence. The provisions in this Article are not intended to reduce the professional responsibilities of a teacher nor to provide a form of additional compensation. Rather, they are intended to meet the humanitarian and legitimate needs of teachers in a manner consistent with the requirements of the educational program and shall be so applied and interpreted.

- A. LEAVE DAYS

1. Full-time teachers will be advanced ten (10) paid leave days on the first teacher contract day each school year. Leave time is earned throughout the school year, and teachers who leave employment with the District before working a full school year with a deficit in their leave time will have their last paycheck reduced to reflect the advanced paid leave days used but not yet earned. Part-time teachers will be advanced and earn a prorated amount of paid leave time based on their full-time-equivalent status. Paid days are to be used for personal illness, illness of a spouse, child, or parent, the spouse's parent, or any other household member. They may also be used for disability or emergency leave. Three (3) of the ten (10) leave days may be used for personal business within the limits set forth below.
  - a. Personal business leave days are defined as necessary leave to attend to business that cannot be conducted at any other time other than the school day. Two (2) of the three (3) personal business days per school year may also be used for any purpose, including recreational activities. Personal business days, including "any purpose" days will not accrue from year to year. If they are unused, they will carry over as regular leave days because they are part of an annual allowance of ten (10) leave days. See Article A.3.c.
  - b. Emergency leave is defined as an unplanned event that requires immediate attention and creates an absence from work. This leave does not include travel delays returning from a vacation or holiday.
2. Procedures for using leave days
  - a. Notice of a pending absence for personal business shall be made to the building principal at least 48 hours before the absence. A teacher absence form shall be completed at the time of the request. Personal business days may be denied by the principal if more than two (2) teachers request the same day.
  - b. For emergency leave and illness, teachers shall call at least 1-½ hours before the scheduled start of instruction. Upon return from leave, each teacher shall complete a teacher absence form and submit it to his/her administrator.
3. Limits on leave privileges
  - a. If a teacher is late in notifying the designated person about an absence three (3) times within a school year, a per diem (1 hour) deduction of pay shall be made.
  - b. Only one (1) person per building may take a personal "any purpose" day at the same time. Requests will be approved on a first come, first serve basis.
  - c. No more than three (3) consecutive leave days shall be used for personal business without the Superintendent's approval. No more than two (2) consecutive Any Purpose days shall be approved.

4. Leave days shall not be used to extend vacations. A teacher with at least one hundred (100) accumulated leave days may request a one (1) day extension to one (1) vacation period per school year. The request must be presented to and approved by the Superintendent before the vacation.
5. Leaves without pay will not be approved unless they are covered by the Agreement's short- or long-term leave provisions. A teacher may request a leave without pay of no more than five (5) days once every five (5) years.
6. A teacher responsible for payment of their insurance premium during this leave period when not receiving pay to cover their insurance deduction.

B. LEAVE BANK

1. A Leave Bank, having been established by contributions of two (2) days per teacher, over several years shall accumulate to a maximum of 400 days. When the Leave Bank has been reduced to 200 days, each teacher shall donate one (1) day to the Leave Bank.
2. Newly-hired teachers shall contribute two (2) of their leave days to the Leave Bank during their first year of employment in addition to any days that are deducted because the Bank falls below 200 days.
3. The Association shall be notified, in writing, of the total number of days in the Leave Bank at the beginning of each school year.
4. At the Association's discretion, days from the Leave Bank may be allocated upon written request of a teacher. The Association shall notify the Superintendent of the approved use of the Leave Bank.
5. No time may be drawn on the Leave Bank until the teacher has exhausted his/her own leave days.
6. The Association shall indemnify and hold harmless the District and its officers, employees, and agents for any cause of action arising from the Association's administration of the leave bank.

C. PROFESSIONAL LEAVE

1. Absences for professional reasons shall not count as leave days. Such absences shall, however, have prior written approval in writing by the Superintendent or designee who may consult with the Association about the merits of the proposed absence.

2. Each teacher may be granted the option to attend one (1) professional conference or make a professional visit of his/her choice each school year as approved by the Superintendent or designee. Professional leave approved by the Superintendent or designee may be an extended leave in accordance with Section *D.1* (Short-Term Unpaid Leaves) of this article.

D. LONG-TERM UNPAID LEAVES

1. Education Leave
  - a. The Board may grant, upon request of a teacher, a leave of absence without pay, for the purpose of educational advancement.
2. Returning From Long-Term Leave
  - a. A teacher on a long-term leave shall be presumed to return to District employment.
  - b. The teacher on long-term leave must, however, notify the Superintendent in writing not later than April 1 of the intent to return or a replacement will be hired.
  - c. A teacher on long-term leave may return at any time during the school year only if there is a vacancy for which the teacher is certified and qualified to fill. This decision will be made in the Superintendent's sole discretion and is not subject to the grievance process.
3. Other
  - a. The Board may grant, upon request of a teacher, a leave of absence for any reason.
  - b. The leave shall not exceed one (1) year unless extended by the Board.
  - c. The leave shall be from the District and not from a specific position.
4. The teacher may purchase group health insurance at his/her own expense while on a long-term unpaid leave.

E. SHORT-TERM UNPAID LEAVES

1. Request for leave days other than for illness or disability, in excess of ten (10) days in any one school year must be submitted to the Board for consideration.

2. Within fifteen (15) school days or the next scheduled regular Board meeting from receipt of the request, whichever is earlier, the Board will notify the teacher of its decision.
3. Conditions of leave of absence must be stated in the Board resolution at the time leave is granted. Any benefit not specifically granted is assumed not to be granted.

F. FAMILY AND MEDICAL LEAVES

1. Upon request, and in compliance with the law and Board policy, the employer shall grant leaves pursuant to the Family and Medical Leave Act.

G. ASSOCIATION LEAVE

1. At the beginning of each school year, the Association shall be credited with a total of five (5) days to be used for Association business.
2. The Association agrees to pay the substitute teacher costs for these days, as well as reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association leave time.
3. Unused Association leave days shall not accrue year-to-year.

H. JURY DUTY

1. A leave of absence shall be granted to a teacher who is summoned and who serves jury duty. Up to sixteen (16) business days per each school year shall be allowed for jury duty without loss of pay or benefits. Extension of pay and benefits beyond sixteen (16) days may be allowed only with Board approval.

**ARTICLE 6  
TEACHING CONDITIONS**

A. CLASS SIZE

1. Reasonable effort shall be made not to exceed twenty-five (25) students per class except that physical education classes may have thirty (30) students. Band and vocal music classes may exceed these limits. If the above limits are exceeded, the teacher may request in writing to the building administrator that a study exploring alternatives be made. A committee composed of the teacher, one Association representative, the supervising principal, and the Superintendent shall conduct the study within fifteen (15) work days. It is agreed that smaller class sizes are better for student learning.



2. Alternatives resulting from the study may be presented to the Board if Board action is needed for implementation. If the teacher is not satisfied with the Board's action, the teacher may seek redress through the grievance procedure.
3. Reasonable effort shall be made to maintain a student to-certified teacher ratio of not more than 24-1. (Certified teachers include all classroom and special teachers with valid teaching certificates.)

#### B. VOLUNTARY TRANSFER REQUESTS

1. A teacher seeking a voluntary transfer should put the request in writing specifying the school, grade, subject/position sought. The teacher will furnish copies of the request to the building principal, Superintendent and Association President.

#### C. MENTOR TEACHER

1. A mentor will be assigned to teachers during their first three (3) years of classroom teaching employment. See Revised School Code Section 1526 which addresses mentor-teacher.
2. Each eligible teacher shall be assigned a mentor teacher through collaboration of the Association and administration. An Association representative and the building principal will meet and determine mentor assignments. The mentor teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
3. Mentor job description
  - a. Assist the probationary teacher in learning and adapting to policies and procedures of his/her building and the District.
  - b. Assist the probationary teacher in making the transition from academia to "real world" education in the following manner:
    - 1) Meet with the mentee at the beginning of employment or at the mentee's first day of work on site and monthly thereafter as a minimum. The principal may suggest topics to be discussed.
    - 2) Assist the mentee in with record keeping, lesson plans, curriculum, adaptation, instructional methodologies, and use of instructional materials.
    - 3) Offer advice, encouragement, support, and positive criticism.
    - 4) Offer guidance in contract procedures.

- 5) Assist the mentee in identifying areas of strength and correcting problems and weaknesses.
    - c. The mentor will submit a list of the monthly meeting dates with the mentee and the topics discussed to the building principal. Also, the mentor will submit a list of the dates and times of the classroom observation to the building principal by April 30<sup>th</sup>.
4. Level I Mentor – any teacher assigned to a mentee during that mentee’s first-ever year of teaching. Compensation will be \$1,027 dollars and responsibilities will include:
  - a. Attend District and building information sessions.
  - b. Complete nine (9) hours beyond the regular workday of 1:1 planning with the mentee. Five (5) of these hours shall be completed during the first semester (not all in the same month) and the remaining four (4) hours shall be completed during the second semester (not all in the same month).
  - c. Complete at least twelve (12) hours of additional professional development with the mentee. The Board is responsible for the cost of this training. The professional development program will be developed by the building principal, mentor, and mentee.
  - d. Observe the mentee teacher one (1) full class period two (2) times per semester and provide feedback to the mentee throughout each semester.
5. Level II Mentor – any teacher assigned to a mentee in the mentee’s 2<sup>nd</sup> or 3<sup>rd</sup> year of teaching of their teaching career, or any teacher assigned to mentor a first year Marcellus teacher who was mentored or tenured in another Michigan school district. A Level II mentor will be compensated in the amount of \$514 dollars and responsibilities include:
  - a. Complete nine (9) hours beyond the regular workday of 1:1 planning with the mentee. Five (5) of these hours are to be completed during the first semester (not all in the same month) and the remaining four (4) hours are to be completed during the second semester (not all in the same month).
  - b. Observe the mentee teacher one (1) full class period two (2) times per semester and provide feedback to the mentee throughout each semester.
6. Payment Schedule
  - a. Payment to mentors will be made for each teacher they mentor.

- b. Mentors hired before or during the first grading period will receive full pay, hired during the second grading period shall receive seventy-five percent (75%) pay, hired during the third grading period will receive fifty percent (50%) pay, and if hired during the last marking period, shall receive twenty-five percent (25%) of the pay.
- c. Mentors relinquishing their duties during the first grading period shall receive no compensation. If a mentor relinquishes duties during the second marking period, they will receive twenty-five percent (25%) of the pay, if relinquished during the third marking period, fifty percent (50%) is earned, while relinquishing duties during the fourth grading period results in payment of seventy-five percent (75%) of the pay.

D. USE OF PLANNING PERIOD FOR SUBSTITUTING

- 1. Opportunities to substitute shall be offered on a rotating basis among those teachers who are available. If no one offers to sub, the principal may assign any teacher who is available.
- 2. As much advance notice as possible shall be given to any teacher asked to substitute for an absent teacher.
- 3. Teachers substituting for another during their planning period shall be reimbursed at one-seventh (1/7) of the daily substitute rate, or they may accumulate one period of compensatory time for each period they substitute. Teachers shall indicate which option they choose and notify the building principal.
- 4. An accumulation of seven (7) such compensatory periods earns one (1) personal day off with pay for that teacher. A teacher may accumulate no more than three (3) leave days off with pay per school year. Compensatory time earned but not used by the end of the school year shall be carried over to the next school year.
- 5. Compensatory time may be taken in increments of one or more class periods.
- 6. Compensatory time may not be used to extend vacation. A teacher with one hundred (100) accumulated leave days may request a one (1) day extension to one (1) vacation period per year. The request must be presented to and approved by the Superintendent before the vacation. Otherwise, compensatory time may be taken at any time that is mutually agreeable to the teacher and the building principal.

E. WORKDAY

- 1. The workday shall be seven (7) hours and thirty (30) minutes inclusive of the lunch period. Teachers shall not leave the work site before the dismissal of their students. On Fridays and days before holidays or vacations, teachers shall be free

to leave after students have been dismissed. No teacher shall leave before dismissal of students from their building.

2. Teachers will be consulted before a decision is made about the report and end times of the school workday.
3. Teachers shall be in their classrooms or at their door in the hallway at the time students are officially allowed into the building, unless otherwise approved by the building principal.
4. The workday shall be extended only as provided in this Agreement and for conferences with students or parents. Such conferences shall be at a mutually-agreed time (teacher-administrator) if held beyond the confines of the established reporting or dismissal time. Teachers must agree to a time for such a conference.
5. The parties acknowledge their obligation to comply with any State mandated minimum hours and/ or days of Student instruction. Modification in the present workday may become necessary to meet State required minimums. The Association will make these modifications when necessary and the Board will resolve any workday modification with the Association before implementation.

F. WORK YEAR

1. See attached school year calendar.

G. STAFF MEETINGS

1. Staff meetings outside the normal workday are mandatory except by prior arrangement with the building principal. Meetings shall not be held more often than ten (10) times each school year unless mutually agreed by the principal and the Association. Teachers missing a meeting for any reason will make up the meeting as directed by the building principal.
2. Teacher participation in meetings over thirteen (13), or a meeting which exceeds sixty (60) minutes outside the normal workday, shall be on a voluntary basis.
3. Generally, at least ten (10) meetings will be scheduled at the beginning of the school year. At their discretion, principals may schedule up to three (3) additional, mandatory staff meetings. The administrator shall discuss the time and day for the meetings with the staff before setting the meeting schedule. For any staff meetings that have not been previously scheduled, at least one (1) weeks' notice will be provided unless agreed to by administration and a majority of the building's teachers.
4. Teachers who have responsibility for extra-curricular activities must schedule practices at a time other than during staff meetings.

H. TEACHER PREPARATION TIME

1. All teachers shall have the equivalent of at least one (1) preparation period per day. Preparation time shall comprise no less than 225 minutes per week. The preparation period may include the period of time before or after the student instructional day, and in that case, the affected teacher shall not have required student arrival or dismissal supervisory responsibilities.
2. Preparation or conference time which may be included in a teacher's schedule shall be construed as duty time.

I. DUTY-FREE LUNCH

1. Each teacher shall be guaranteed a duty-free lunch period of no less than thirty (30) consecutive minutes.
2. For a smoother operation of a building lunch program, the teachers of any building may by majority vote and principal approval change the rule above.

J. STUDENT VIOLATION

1. If a teacher observes a student in violation of school policy, administrative regulation, or building rule, that teacher has a responsibility to attempt to correct the situation and then notify the administration.

**ARTICLE 7  
TEACHERS' LOUNGE**

- A. Teacher lounges shall continue to be provided and teachers will be responsible for the daily cleaning of the lounges, except for emptying the trash and vacuuming the floor.

**ARTICLE 8  
NO STRIKE CLAUSE**

- A. Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Association agrees that no work stoppage will be condoned, authorized, or undertaken by its members within the life of this Agreement.

**ARTICLE 9  
GRIEVANCE PROCEDURE**

- A. A grievance is a claim by a teacher or by the Association that there is an alleged violation of the expressed terms of this Agreement.

B. LEVEL ONE

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

#### C. LEVEL TWO

1. If, as a result of the Level One meeting with the building principal, a grievance still exists, the teacher may, within three (3) school days, invoke the formal grievance procedure through the Association on the form signed by the grievant and an Association representative. The form, as found in Appendix A, shall be available from the Association representative in each building. A copy of the grievance shall be delivered to the principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or designee.

#### D. LEVEL THREE

1. Within five (5) school days of receipt of the grievance, the principal shall meet with the Association representative to resolve the grievance. The principal shall indicate the disposition of the grievance in writing within three (3) school days of that meeting and shall provide a copy to the Association.

#### E. LEVEL FOUR

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

#### F. LEVEL FIVE

1. If the Association is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within three (3) school days of such meeting, the grievance shall be transmitted to the Board by filing a written copy with the Board Secretary five (5) school days thereafter. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever is later, shall meet with the Association representative about the grievance. Written disposition of

the grievance by the Board shall be made no later than seven (7) school days thereafter. A copy of the disposition shall be provided to the Association.

#### G. LEVEL SIX

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

#### H. GENERAL PROCEDURES

1. The arbitrator's fees and expenses shall be paid by the non-prevailing party. All other expenses shall be paid by the party incurring them. Neither party is responsible for the expense of witnesses called by the other.
2. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
3. Should either party, or their agents, not abide by the time limits set forth in the grievance procedure, the grievance shall be conceded and the other party's position shall stand.
4. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed under the grievance procedure through Level Five only.
5. The Association may, at any time, withdraw a grievance, without prejudice, by written notice to the Superintendent.
6. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, to decide any issue not constituting a grievance, or decide any issue which is a prohibited subject of bargaining.

**ARTICLE 10**  
**CURRICULUM COMMITTEES**

**A. CURRICULUM**

1. The District Curriculum Coordinator (DCC) shall be selected by the Superintendent.
2. Up to five (5) District Curriculum Chair positions may be filled each year. Teachers may apply for positions, but the administration will determine who fills the positions.
3. All teachers will be assigned to a curricular area. Teachers at Volinia will be on a separate team.
4. Under the direction of the Chair, all teachers will engage in continuous improvement of the curriculum which may include revising, updating, aligning, and producing curricular frameworks/maps, pacing guides, assessment, and other related documents as directed. All teachers will participate in after-school meetings which will be scheduled **for nine (9) after-school hours** throughout the school year. Meetings will be facilitated and directed by the Chair and monitored by the District Curriculum Coordinator, building principals or designee.
5. Curriculum meetings will be scheduled by the District Curriculum Coordinator (or designee) to include principals, chairs, and teachers as follows.
  - a. Chairs and teachers will meet in October, November, February, March, and May. Meetings will be held after school for a maximum of two (2) hours.
  - b. Chairs will meet with principals and Curriculum Director in September, October, January, and May for progress checks and to provide updates.
6. Chairs shall be compensated \$1,027 dollars for fulfillment of Chair duties.
  - a. Chairs being hired before or during the first grading period will receive full pay, hired during the second grading period will receive seventy-five percent (75%) pay, hired during the third grading period will receive fifty percent (50%) salary, and if hired during the last marking period, shall receive twenty-five percent (25%) of pay.
  - b. Chairs relinquishing their duties during the first grading period shall receive no compensation. If chairs relinquish duties during the second marking period they will receive twenty-five percent (25%) of pay, if relinquished during the third marking period, fifty percent (50%) is earned, while relinquishing duties during the fourth grading period results in payment of seventy-five percent (75%) pay.



- c. The Board has no obligation to fill Curriculum Chair positions.
- 7. The curriculum must be completed (aligned, revised, and updated) and that cooperation between the DCC, chairs, principals and teachers must occur to complete District curriculum work which includes all curriculum tasks as determined by DCC, chairs, and principals.
- 8. The Board will provide professional development days/hours consistent with Michigan law.

**ARTICLE 11  
MISCELLANEOUS**

**A. STUDENT REASONABLE ACCOMMODATION**

- 1. When delivery of related school health services such as clean intermittent catheterization, suctioning, tracheotomy, and similar procedures are necessary to maintain a student in a regular classroom, those services shall be performed by an aide or other qualified personnel other than a regular classroom teacher. Teachers will be provided appropriate training before they are required to deliver related school health services, except in emergency circumstances. No special education teacher will be required to provide related school health services when supervising six (6) or more students. Special education teachers will not be required to deliver related health services assistance and shall designate the training to be given to affected staff.
- 2. Each of the teacher(s) into whose classroom(s) a special education student has been placed shall be invited to provide input to the IEP Team for those students.
- 3. The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special education student.

**B. PROFESSIONAL DEVELOPMENT**

- 1. Teachers will provide input on topics/issues needed for potential professional development scheduled during the school year.

**ARTICLE 12  
EMPLOYEE AND ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. Employees shall have the right to use school buildings at all reasonable hours outside work hours, for meetings, provided that when special custodial service is required, the Board may make a reasonable charge for those services. No charge shall be made for use of school rooms before the beginning of the school day or until 6:00 p.m.

- B. Employees shall have the right to use school facilities and equipment, including duplicating equipment and computers, for Association business. They shall pay for the customary, reasonable cost of materials and supplies.
- C. The Association shall have the right to post notices of activities relating to official Association business on teacher bulletin boards. The Association may use the teacher mailboxes for communication to teachers.
- D. ASSOCIATION MEMBERSHIP
  - 1. Association Responsibilities – The Association will cooperate with the Board in enforcing the work standards, schedules, rules and regulations of this Agreement and will not engage in nor encourage concerted action of any type against the Board which violates this Agreement or Michigan law or statute.

**ARTICLE 13  
TEACHER PROTECTION**

- A. ASSAULT OR DESTRUCTION OF PROPERTY
  - 1. Any case of assault upon a teacher, destruction of or theft of a teacher's property, while the teacher is on official, legitimate school business, shall be reported within seventy-two (72) hours to the Board or its designee.
  - 2. The Board will provide legal counsel to the extent covered by the District's insurance policies to advise the teacher of his/her rights and obligations as to such assault or property destruction and shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, provided the teacher was not negligent.
  - 3. If the teacher sustains damage to or theft of his/her personal property while on official school business, he/she shall be granted a hearing by the Board at his/her request, to petition for remuneration from the Board in the amount of the sustained loss.
- B. The Board shall promulgate rules and regulations setting forth the procedures to be used in disciplining, suspending, or expelling students for misbehavior.
- C. The Board recognizes its responsibilities to give all reasonable support and assistance to bargaining unit members as to the maintenance of control and discipline. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

D. HARASSMENT

1. If a situation occurs where a teacher is subjected to an act of violence, attack by a student resulting in damage to home and property, or general harassment, all of which affect the well-being and mental state of the teacher and family members so that they feel they cannot live comfortable lives and carry out normal activities without fear of continuous assaults, the Board or its designee will make reasonable effort, cooperating with local law enforcement agencies, to apprehend the suspected party and will take appropriate action to the extent the law allows.

**ARTICLE 14  
SENIORITY**

- A. There will be one seniority list maintained on a District-wide basis. This list will be circulated at the beginning of the school year to all teachers, including those on layoff or on leave. The list will include years of experience and the assigned compensation lane. Each teacher is expected to review his/her credentials and make known any error to the Superintendent within twenty (20) workdays of the first day of the school year.
- B. Seniority is defined as length of continuous service within the District from the date of the teacher's first contract.
  1. Article 14. B. of this Agreement shall be interpreted to mean that seniority will be accrued only in the years in which a teacher is actively employed by the Marcellus Community Schools.
  2. Any teacher who takes a leave of absence of one (1) or more full years for whatever reason, shall maintain the seniority gained before this leave but shall not accrue seniority during the leave of absence.
  3. A teacher who resigns from the District shall lose all previously-accrued seniority if that teacher is rehired by the Board.
  4. In exception to 3 above, when a teacher takes an administrative assignment within the District, the employee shall remain listed on the bargaining unit seniority list for one (1) full calendar year after leaving the bargaining unit. After this calendar year expires, the employee shall be removed from the bargaining unit seniority list and seniority is lost.
  5. Former teachers accepting an administrative position within the District before January 1, 2006 and currently on the bargaining unit seniority list, shall remain on that list and retain seniority until they terminate their employment with the District. No additional bargaining unit seniority or steps shall accrue for these individuals while they are in administrative positions.

- C. If two (2) or more teachers have the same length of service within the District, seniority will go first to the teacher who has had the most teaching experience outside the District. If the length of service both inside and outside the District is the same, then the teacher with the greater number of graduate hours will be granted higher seniority.
- D. Those teachers having fifty (50%) percent or less contract will advance one-half (1/2) a year on the seniority list. Those teachers having more than fifty (50%) percent contract will advance one (1) year on the seniority list.

**ARTICLE 15  
DURATION**

- A. This Agreement shall become effective August 20, 2023 and shall remain in effect through the final pay period date of August 22, 2025 subject to the following provisions:
  - 1. Any article or part thereof may be opened for negotiations at any time when both parties agree to that reopening.
  - 2. Representatives from both parties shall when practical meet four (4) times each year to discuss, interpret, and assess implementation of this Agreement. The parties shall also discuss proposed changes or additions which may be perceived to be needed.
  - 3. The parties will negotiate any bargainable item which may arise from legislative or judicial action that was unforeseen by the parties when this Agreement was ratified.
  - 4. This Article does not apply to any prohibited or illegal bargaining subject.
  - 6. Compensation is effective through August 22, 2025.

**ARTICLE 16  
COMPENSATION & FRINGE BENEFITS**

A. SALARIES

- 1. Teachers shall be paid salaries and wages in accordance with the salary schedule in Schedule A and other applicable sections of this Article. The 2022-23 salary schedule is increased by 10% for Steps 1-5 and 5% for steps 6 through 35, effective with this Agreement.
- 2. For each year of this Agreement, teachers previously employed by the District will advance one (1) step on the salary schedule, unless they are already paid at the highest step or they did not earn an Effective or Highly Effective rating on their year-end evaluation (See #6 below).

3. For each year of this agreement, teachers who have taught in Marcellus Community Schools for at least twenty-five (25) continuous and consecutive, full time years shall receive an off-salary schedule payment as follows:
  - a. Teachers who have completed twenty-five (25) through twenty-nine (29) years of continuous, consecutive teaching at Marcellus Community Schools shall receive an off salary schedule payment of \$380 dollars for each year of this contract.
  - b. Teachers who have completed thirty (30) through thirty-four (34) years of continuous, consecutive, full time teaching at Marcellus Community Schools shall receive an off salary schedule payment of \$760 dollars for each year of this contract.
  - c. Teachers who have completed thirty-five (35) or more years of continuous, consecutive, full time teaching at Marcellus Community Schools shall receive an off salary schedule payment of \$1,141 dollars for each year of this contract.
4. Teachers shall be paid on a bi-weekly basis unless otherwise agreed between parties.
5. All payroll will be via direct deposit.
6. Any teacher receiving a “minimally effective” or “ineffective” rating on his or her evaluation for the current academic year shall not receive a vertical step increase for the following school year.
8. The band director teaching position requires additional hours beyond the normal school day and that position earns \$4,279 in additional compensation as a result.

**B. INSURANCE BENEFITS**

1. The Board shall pay the maximum annual amounts toward the total cost of the MESSA Pak A and Pak B medical premiums for single subscribers, two-person subscribers, and family subscribers.
2. The annual paid amounts shall adjust annually beginning on January 1, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act, under M.C.L. 15.563.
3. The remaining annual cost for the teacher’s elected medical plan premiums shall be paid by the teacher.

4. The teacher's premium contribution will be payroll deducted, in substantially equal amounts from the teacher's first two paychecks of each month through a qualified Section 125 Plan and, as such, will not be subject to withholding.
5. If a teacher elects MESSA Pak C during open enrollment:
  - a. The District's qualified Section 125 Plan shall include all provisions necessary for pre-tax contributions to a teacher's HSA accounts.
  - b. Teachers may contribute, through payroll deduction and electronic transfer additional money toward their HSA up to the maximum amounts allowed by federal law.
6. All other non-medical MESSA Pak A, Pak B, and Pak C benefits shall be paid by the District at a rate of \$100 per teacher FTE with each teacher paying the difference between cost and District contribution.
7. The following Paks are available:
  - a. PAK C Benefits (High-Deductible Medical Plan):
    - i. MESSA ABC Plan 1 \$1600/3200 -3 Tier Rx with mandatory mail OR MESSA Balance+Rx \$1600/3200
    - ii. MESSA Life Insurance and AD&D – \$10,000 / \$10,000
    - iii. MESSA/Delta Dental Plan – 90/10 Plan
    - iv. MESSA/Vision Service Plan – VSP 3
  - b. PAK A Benefits (PPO Medical Plan):
    - i. MESSA Choices – \$1000/\$2000; 3 Tier RX w/mandatory mail
    - ii. MESSA Life Insurance and AD&D – \$10,000 / \$10,000
    - iii. MESSA/Delta Dental Plan – 90/10 Plan
    - iv. MESSA/Vision Service Plan – VSP 3
  - c. PAK B Benefits (Teachers not electing Pak A or Pak C benefits shall receive the following Pak B benefits):
    - i. A cash amount of \$6,600. Cash in lieu payments will be made in substantially equal monthly amounts. Eligibility for this payment is conditioned on (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

- ii. MESSA Life Insurance and AD&D – \$10,000 / \$10,000
- iii. MESSA/Delta Dental Plan – 90/10 Plan
- iv. MESSA/Vision Service Plan – VSP 3

8. If the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

9. Exceptions

- a. The insurance allowance is not retroactive for teachers contracting after September 1<sup>st</sup> to teach in the District.
  - b. If a teacher terminates his/her teaching contract with the effective date before June 1<sup>st</sup>, insurance benefits shall terminate in the last month of employment.
  - c. A teacher whose contract is terminated by the Board or who is laid-off, shall have all pre-earned fringe benefits paid by the District on a pro-rata basis. In addition, the teacher must pay all pre-funded employer contributions. These payments will be deducted from the teacher's final paycheck.
  - d. If a teacher requests and is granted a leave of absence without pay by either the Board or Superintendent, the District's liability for the teacher's insurance premiums shall terminate during the leave.
  - e. Insurance allowances shall be prorated for teachers not employed for a full school day.
10. The Board will continue to pay its portion of premiums for teachers who are absent but under contract to the school except as stipulated by 9.d. above.
11. Regularly employed part-time teachers will be allotted a prorated amount. Teachers entering employment during the year will only be allowed coverage from time of entrance until the following August 31.

C. LANE CREDIT FOR PROFESSIONAL ADVANCEMENT

- a. Teachers will be reimbursed \$50 per credit hour for the first eighteen (18) hours beyond the Bachelor's degree. All hours beyond BA+18 will be reimbursed at \$75 per credit hour for each course completed. The reimbursement will be processed upon receipt of proof of successful completion of the course(s).
- b. Courses must apply toward another educational degree or toward maintaining or acquiring certification or be deemed by the Superintendent to benefit the

teacher's field, their teaching assignment, or general academic improvement and must have prior written approval of the Superintendent.

- c. The Board's liability for the above reimbursement shall not exceed \$5,000 per year.
- d. Teachers' salaries will be revised upon presentation of proof of hours or degrees earned but shall not be retroactive, with pay being adjusted at the beginning of the following semester.

D. FURTHER PROFESSIONAL REQUIREMENTS

1. Pursuant to the Revised School Code, MCL 380.1535a and MCL 380.1539b, teachers have an obligation to and must immediately report to the Superintendent enumerated arraignments and convictions.

E. EXTRA TEACHING

1. Compensation for extra teaching shall be given at the regular pay periods unless otherwise requested by the teacher. A teacher electing and authorized to teach an additional class or assume additional supervision responsibilities during the student school day shall be compensated at the rate of one-seventh (1/7) of his/her regular salary per semester for academic classes and \$1,301 per semester for non-academic duties except for assignments defined as extra duty.

F. EXTRA-DUTY

1. Extra-duty assignments will be posted as they arise.
2. Assignments will be made based strictly on the applicants' qualifications.
3. The following will be defined as extra-duty assignments:
  - a. Cafeteria, Detention, Saturday School, Noon Supervision, Recess, Summer School and Homework Hour.
  - b. The rate of pay will be \$20.50 per hour or as agreed.

G. RETIREMENT BENEFITS

1. Any teacher hired before to June 1<sup>st</sup>, 1999 and retiring after at least fifteen (15) years of teaching experience in the District who has more than twenty (20) days of unused accumulated leave days to his/her credit, excluding the communal teacher leave bank, shall receive \$60 per unused leave day up to 184 days. Any teacher hired before June 1, 1999 who has less than fifteen (15) years of service in the District but who has at least twenty (20) years of teaching experience in total



before retirement and more than twenty (20) unused leave days accumulated shall receive \$60 per unused leave day up to 184 days.

2. Any teacher hired after June 1, 1999, retiring after at least fifteen (15) years teaching experience in the District shall receive \$30 per unused leave day, up to 100 days.
3. Payments above \$1,000 shall be prorated over the four (4) pay periods immediately following the teacher's last day of employment.
4. Any teacher with at least 15 years teaching experience in the District who notifies the Superintendent of his/her retirement in writing before March 1<sup>st</sup> shall receive an additional \$1,000.

#### H. REIMBURSEMENT FOR TRAVEL EXPENSES

1. Teachers shall be paid for driving their personal vehicle to staff development conferences and other school-related business in the following manner:
  - a. Travel within the District shall be paid at the current year's IRS rate for the actual miles traveled.
  - b. Travel outside the District
    - 1) Concentric circles with 30-mile increments shall be drawn on a map with Marcellus being the center of the circles.
    - 2) Teachers will be paid \$10 for travel within the first circle and an additional \$10 for travel in each additional circle.

#### I. EXTRA-CURRICULAR

1. The Board will pay for extra-curricular work only when an assignment is made for extra-curricular work. Inclusion of an extracurricular position on the salary schedule does not obligate the Board to fill this position.
2. Although there is no tenure in extra-curricular positions, the person holding the position the previous year may be granted the assignment at the option of the Board or designee regardless of qualifications of other applicants. These positions are open each year and posting is required only if the person holding the position in the previous year is terminated, resigns, or the position is unfilled.
3. No non-certified person shall be hired for an extra-curricular position if there is a certified staff member who meets the Board's outline of qualifications provided that the non-certified person previously occupied an extra-curricular position, he/she has satisfactorily fulfilled his/her obligations in that position.

4. Extra-curricular tasks are not to be done during paid teaching time unless approved by the building principal.
5. Other Positions
  - a. Yearbook Advisor\* \$831
  - b. Student Council \$1,098
  - c. National Honor Society \$1,098

\*If the middle school yearbook is part of the curriculum or becomes part of the curriculum, then it is no longer part of this schedule and ceases to be an extra paid position.

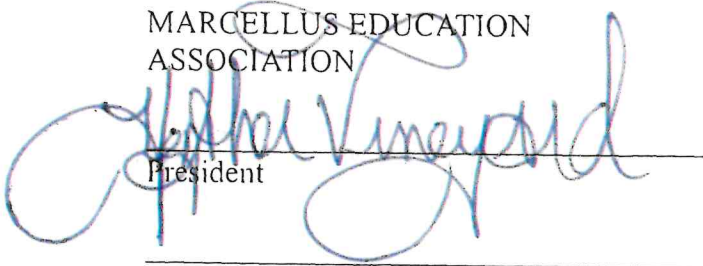
6. Middle and high school teachers shall attend the evening academic awards ceremony. Elementary teachers will attend at least one (1) approved evening activity. Compensatory time of one and one half (1-1/2) hours will be used per Article 6, Section D, Paragraph 3.

J. MISCELLANEOUS PAYROLL DEDUCTIONS

1. Upon written authorization from the teacher, the Board shall deduct from the salary of any employee and make prompt remittance for insurance, 403B contributions, or direct deposit.
2. Teachers may use the approved qualified 403B plan for deductions. Other plans or programs may be instituted if jointly approved by the Association and the Board.
3. Authorization shall be made within thirty (30) days after the beginning of the school year (or contract ratification, whichever comes later) and may only be changed within thirty (30) days after the beginning of each semester. Changes in deductions shall also be allowed whenever there is a change in the teacher's family status.

After ratification by the Association and the Board, the parties sign this Agreement this 14th day of August, 2023.


MARCELLUS EDUCATION  
ASSOCIATION

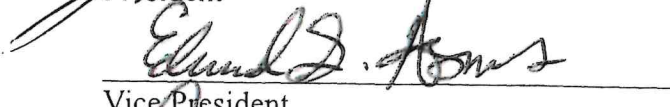
  
\_\_\_\_\_  
President


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BOARD OF EDUCATION  
MARCELLUS COMMUNITY SCHOOLS

  
\_\_\_\_\_  
President

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

  
\_\_\_\_\_  
Secretary

### Salary Schedule

	BA	BA30/MA	MA12
1	38,035	40,966	41,839
2	39,458	42,447	43,319
3	40,883	43,927	44,800
4	42,306	45,408	46,280
5	43,731	46,889	47,761
6	44,468	47,702	48,303
7	45,206	48,514	48,845
8	47,144	50,613	51,277
9	49,081	52,712	53,322
10	51,018	54,811	55,368
11	52,310	56,372	57,628
12	53,601	59,009	59,889
13	54,895	61,109	62,150
14	56,187	63,208	64,410
15	57,478	65,307	66,670
16	57,693	65,522	66,885
17	57,909	65,684	67,101
18	58,124	66,061	67,317
19	58,339	66,276	67,532
20	58,554	66,491	67,747
21	58,770	66,707	67,962
22	58,985	66,922	68,178
23	59,200	67,137	68,393
24	59,415	67,352	68,608
25	59,631	67,568	68,823
26	59,846	67,783	69,039
27	60,061	67,998	69,254
28	60,276	68,213	69,469
29	60,492	68,429	69,684
30	60,707	68,644	69,900
31	60,922	68,859	70,115
32	61,138	69,074	70,330
33	61,354	69,290	70,545
34	61,569	69,505	70,761
35	61,784	69,721	70,976

A 10% increase to Steps 1-5 and a 5% increase to Steps 6 and up were added to Salary Schedule A in 2023-24 -as depicted above.

**Marcellus Community Schools  
2023-2024 District Calendar**

Aug. 22-24	PD - All Staff - No Students		
Aug. 23	Open House	ES, MS, HS VS	4:30-6:00pm
Aug. 28	First Student Day - 1/2 Day for students	ES 11:07 MS 10:57	HS 11:06 VS 10:50
<b>Sep. 1-4</b>	<b>No School Labor Day Weekend</b>		
Sep. 12	Early Dismissal 1/2 Day (Curriculum)	ES 11:07 MS 10:57	HS 11:06 VS 10:50
Oct. 10	Early Dismissal 1/2 Day (Curriculum)	ES 11:07 MS 10:57	HS 11:06 VS 10:50
Oct. 27	EOM		
Nov. 2	1/2 day -PARENT-TEACHER CONFERENCES	12:00-3:00 & 4:30-7:30pm	
Nov. 3	PD- Full Day for Teachers- No Students		
Nov. 14	Early Dismissal 1/2 Day (Curriculum)	ES 11:07 MS 10:57	HS 11:06 VS 10:50
<b>Nov. 22-24</b>	<b>Thanksgiving Break - No School</b>		
<b>Dec. 23-Jan. 7</b>	<b>Christmas Break - No School</b>		
Jan. 17-19	High School Exams		
Jan. 19	Early Dismissal 1/2 Day (Records) EOM - 1/2 Day Students	ES 11:07 MS 10:57	HS 11:06 VS 10:50
Feb. 22	1/2 day- PARENT TEACHER CONFERENCES	12:00-3:00 & 4:30-7:30pm	
Feb. 23	PD- No school for students - <i>This date may be used to make up for excess snow days</i>		
<b>Feb. 26</b>	<b>Comp Day - No School - This date may be used to make up for excess snow days</b>	<b>ALL</b>	
Mar. 5	Early Dismissal 1/2 Day (Curriculum)	ES 11:07 MS 10:57	HS 11:06 VS 10:50
Mar. 28	EOM		
<b>Mar. 29-Apr. 7</b>	<b>Spring Break - No School</b>		
May 7	Early Dismissal 1/2 Day (Curriculum)	ES 11:07 MS 10:57	HS 11:06 VS 10:50
May 17	Seniors Last Day		
<b>May 27</b>	<b>Memorial Day - No School</b>		
<b>Jun. 2</b>	<b>Graduation</b>	3:00pm	
Jun. 5-7	High School Exams		
Jun. 7	Last Day - 1/2 Day Students - Checkout	ES 11:07 MS 10:57	HS 11:06 VS 10:50

Christmas & Spring Breaks follow County Wide Calendar

Students Half Day Release Times (ES 11:07) (MS 10:57) (HS 11:06) (VS 10:50)

180 Student Days

185 Teacher Days

Ten 1/2 days

Students: 7:47-2:56 ES 7:55-2:45 MS 7:55-2:55 HS

Teachers: 7:40 - 3:10

**APPENDIX A**  
**MARCELLUS COMMUNITY SCHOOLS**  
**Grievance Report Form**

Name of Grievant \_\_\_\_\_ Date filed with Supt. \_\_\_\_\_

Association assigned grievance number # \_\_\_\_\_ Date cause of grievance occurred \_\_\_\_\_

Specific statement of grievance with synopsis of facts:

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Section of Master Agreement alleged to have been violated:

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Relief sought:

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Date: \_\_\_\_\_ Signature of Grievant \_\_\_\_\_

Position of Association on this grievance:

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Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Principal's answer to grievance:

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Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent's answer to grievance:

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Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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

Copy filed on: \_\_\_\_\_

*Attach any Association rebuttals written to the Principal or Superintendent*

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