

MASTER AGREEMENT

Between

MAR LEE BOARD OF EDUCATION

And

**MAR LEE EDUCATION ASSOCIATION,
MEA/NEA**

2015-2017

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INTRODUCTION

This Agreement entered into this 12th day of May, 2015 by and between the Mar Lee School District, Calhoun County, Michigan, hereinafter called the "Board" and Mar Lee Education Association, MEA-NEA, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Mar Lee is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in the formulating of proposals and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as amended to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, except with respect to prohibited subjects of bargaining, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE 1
Recognition**

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified full-time and regularly employed part-time personnel whether under contract, on leave, employed, excluding: Superintendent, Principal, and their duly appointed assistants, and substitute teachers. The term "teacher" when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined and references to male teachers shall include female teachers.

- B. The Board agrees not to negotiate with teachers' organizations other than the Association for the duration of this Agreement.
- C. Teachers who do not maintain their certification, at the time of certificate expiration, may be dismissed from employment with the School District.

ARTICLE 2

Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. Both Parties undertakes and agrees that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States or their decision not to do so; that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in activities or refused to participate in of the Association, or collective professional negotiations with the Board, of his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day or until 6 p.m.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

- E. The Association shall have the right to use school facilities and 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 incidental to such use.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the teachers' Lounge. The Association may use the internal teacher mail boxes for communication to teachers.
- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint.)
- H. The Board or its designated representative shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication; except there is no obligation to discuss regarding prohibited subjects of bargaining.
- I. The teachers shall be entitled to full rights of citizenship. Teachers shall comply with the Code of Ethics of the Education Profession.
- J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory with regard to race, creed, religion, color, national origin, age, sex, disability, and marital status.
- K. Membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status or national origin.
- L. If the school year is extended to provide increased educational opportunities for Mar Lee pupils, teachers now employed or contractually under employment in the future during the regular school year by the Board will be considered for employment in such increased educational offerings. Remuneration for such extension of the school year shall be in

addition to that in this Agreement, as being clearly understood that the salary schedule of this Agreement is for professional services rendered during the regular school year.

- M. Teachers shall have the right to participate in citizen curriculum studies and to attend all meetings for curriculum study and have a voice in the decisions and approved recommendations resulting from such studies.
- N. It is recognized that teachers have a professional obligation to their profession, their school, and the community it serves to promote and encourage student teachers. However, no teacher shall be forced in any way to accept a student teacher.
- O. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

- All teacher evaluation reports
- Copies of annual contracts
- Tenure recommendations

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file. Any responses shall be attached within ten (10) business days of receipt of memo.

- P. The school calendar shall be developed by the Board and the Association. To the extent possible, the calendars will coincide with the Countywide Common Calendar. The teacher calendar shall be one hundred seventy-eight (178) instructional days and one hundred eighty-two (182) staff days. Teacher duty time will be 8:30 a.m. – 4 p.m. Instructional time will be from 8:40 a.m.-3:35 p.m. Teachers shall cover recess as part of their duties.

In the event there are scheduled days which must be cancelled because of inclement weather, epidemics, or other causes which are recognized by the Michigan Department of Education as legitimate causes for closing Mar Lee School, teachers shall not lose compensation. Teachers shall not receive additional compensation for days rescheduled in order to meet state requirements.

- Q. Two (2) days will be made available to the instructional staff with the cost of the substitute teacher, and the employee's retirement to be paid by the MLEA, MEA/NEA. The Association days are for attending conferences or meetings of the MEA/NEA only. The Association shall notify the District

no less than two (2) school days prior to the use of such days. Additional days may be granted upon mutual agreement of the Association and the Superintendent.

- R. Each teacher shall attend at least one (1) regularly scheduled meeting of the Mar Lee Board of Education. There shall be an attempt to have a teacher at each Board meeting held during the school year.

ARTICLE 3 Board Rights

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authorities, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.
- B. To the extent any proposed element of the District's School Improvement Plan conflicts with the terms of the Master Agreement, the identified provisions will be subject to renegotiations if the parties mutually agree. Any amendments to the Agreement will be subject to ratification by the parties.

ARTICLE 4 Payroll Deductions

The Board shall make payroll deductions upon written authorization from teachers for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board; as permissible by law.

ARTICLE 5 Teacher Responsibilities

As the primary duty and responsibility of the teacher shall be to teach, and the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end, we hereby agree:

- A. Music, Gym, and Art shall be programmed into the regular class schedule, not as part of the homeroom or study period. However, if this cannot be provided, teachers assigned to teach these classes during study or homeroom period shall be compensated at a rate of \$195.00 for up to three periods per week. Teachers shall be provided fifty-five (55) minutes of planning time per day or two hundred seventy-five (275) minutes per week. Planning periods shall not be cancelled unless due to an emergency, with prior approval of the teacher, or in the event that it is necessary in order to protect the general interests of the students. Planning cancelled due to activities such as school parties, field trips or assemblies shall not be made up.
- B. Because of the importance of the pupil-teacher ratio to the effective educational programs, as determined by the Board, efforts shall be made to keep the class size to not more than twenty-eight (28) pupils in grades K-4, and twenty-eight (28) pupils in grades 5-8.
- C. If it is necessary to exceed the above numbers, as determined by the Board is Subsection B above, the remuneration shall be fifty cents (.50) per hour per student above those numbers. It is understood that overage will be calculated by the teacher and administrator throughout the semester and remuneration will be made the first pay period following the end date of each semester.
- D. Teachers are required, unless sick, to attend all staff, in-service, or other meetings held during regular school hours.
- E. The parties acknowledge that the Policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent any individual student with a disability should participate in regular education programs and services involves considerations of that student's unique needs as determined by an individual educational planning team. Although it is agreed that the right of a student with a disability to participate in regular education programs and services cannot be affected by this agreement, the District does agree to consider how the placement of a student with a disability will affect teachers when determining the placement of a student with a disability.

When a general education teacher is assigned a student from a special education program for severely impaired students, 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 functions related to the student's impaired condition, unless required by law. Otherwise, it shall be the responsibility of the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.

- F. The Association agrees to continue the practice of encouraging teachers to be involved in student-related programs outside of the regular school day. This may include after school programs, athletic programs or other services (less IEPs) designed to provide additional educational and social opportunities for students.

ARTICLE 6 Working Conditions

The Board recognizes that the appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, are an important part of the educational program and representatives from the grade level, shall have a voice in the selection of all new texts, and above mentioned equipment.

- A. Four (4) report periods shall be sufficient during the school year--the first period to be accomplished with a parent-teacher conference.
- B. Teachers shall be on duty no longer than eight (8) hours per day, five (5) days per week with thirty (30) minutes out of this period off each day for lunch. Teacher reporting time and dismissal time shall be 8:30 a.m. and 4 p.m., respectively.
- C. Teachers shall have a completely duty-free lunch period. If a teacher accepts any lunch period duty, said teacher shall be given a paid lunch for each duty performed.
- D. 1. For part time teachers (e.g., teachers who are less than full time); compensation, benefits and insurance, as well as planning time will be prorated according to the proportion of FTE the teacher represents.

2. Part-time teachers will be responsible for attending parent-teacher conferences, in-service, staff/departmental, grade level, or other professional meetings as may be required by the Superintendent of Schools. It is agreed that every effort will be made to insure that part-time teachers are available to participate in the conferences and meetings delineated above.

4. Part-time teachers working a 3/6 and 4/6 schedule will receive a full 30 minute daily lunch break, providing that the teacher requests a lunch period be included in the duty day.

ARTICLE 7 Professional Improvement

- A. Teachers shall be allowed up to one hundred fifty dollars (\$150) per semester hour for all courses in which a grade of B or better is attained. The maximum allowable amount per year (September 1-August 30) shall be six hundred dollars (\$600). The reimbursement applies to courses leading to an advanced degree or refresher courses. The courses shall relate to the improvement of teaching skills or knowledge, counseling, curriculum development, or administration. Prior approval by the administration is required and payment will be made at the completion of the course.

During a probationary period, as determined by the Teacher's Tenure Act, the probationary teacher, the mentor, and the school administration will jointly determine the professional development needs of the probationary teacher.

- B. An allowance of up to sixty dollars (\$60) per year will be granted for non-credit workshops that directly relate to the teacher's subject or level. Prior approval by the Administration is required.

- C. Teachers will have the opportunity to attend at least six (6) half-days of in-service meetings. The days for these meetings will be mutually agreed on by the Board and the Association. The Association shall have the right to participate in the planning of these in-service meetings as a voluntary act.

ARTICLE 8 Classification

- A. New teachers to the District with teaching experience may be placed on any step one through three (3) as can be agreed to by the teacher and the administration. No new teacher can be placed on any step above three (3). Teachers shall have up to one (1) calendar year to grieve, should there be a dispute regarding step and /or lane placement

ARTICLE 9

Illness, Disability, Leaves of Absence

A. Paid Leave:

1. Full time teachers will be earn up to eighty four (84) hours paid time off leave (PTO) per year. The unused portion may be accumulated without limitation. Part-time teachers will be allowed a number of PTO hours proportional to the amount of their work day. For example, a 3/6 time teacher would be allowed up to 3/6 of eighty-four (84) PTO. PTO leave time will be calculated in half-hour increments. PTO days are not transferable. PTO hours shall accrue without limit.

At the time of a teacher's retirement, with eligibility into the State Retirement Program, the teacher shall receive a seven hundred dollar (\$700) payment. To be eligible for this payment a teacher must have three hundred fifty (350) hours of leave or fifty percent (50%) of the eligible leave hours.

2. Emergency absences, in addition to PTO leave, may be approved by the Superintendent.
3. Notification of absence shall be made to the Superintendent or his designated representative.
4. Absence without doctor's certification, in excess of three (3) days, requires prior approval by the superintendent.
5. Funeral leave of three (3) days may be used in the case of the death of a parent, spouse or child. Funeral leave of one (1) day may be allowed for death of a family member other than immediate family in Section 2 above. It is understood that funeral leave time shall not be deducted from a teacher's sick leave bank. Teachers in need of additional days for funeral leave may request use of sick time leave.

6. Absence due to injury or illness including head lice incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days for the first seven (7) days. The costs associated with the treatment of head lice shall be borne by the District.
7. Teachers shall be entitled to leave for jury duty service. Teachers shall receive their regular school pay. Their compensation check for jury duty, less mileage, should be signed and handed into the school office. If jury duty takes only one-half of a day, teachers should return to their teaching assignment for the other half-day. Teachers shall suffer no loss of paid or unpaid leave time.

B. Unpaid Leave:

1. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to the end of the current school year, and the leave may be renewed by the Board upon written request by the teacher.
2. Every tenure teacher shall be eligible to apply for an unpaid leave up to one (1) year to accommodate personal needs. Teacher will not gain seniority or step during the leave.
3. A teacher who, while on leave of absence, takes full time employment as a teacher at another school system shall be deemed to have terminated his or her relationship with the district and there shall be no further obligation upon the District.
4. It is agreed that for teachers requesting an unpaid leave of absence for more than thirty (30) work days, the benefit package, i.e., sick days, insurance benefits, etc., will be prorated to account for the less than full-time contract which results from the approved unpaid leave of absence, except in cases where the unpaid leave is subject to law or other statutory provisions.

C. Child Care Leave:

1. A leave of absence shall be granted to a teacher for the purpose of childbearing and/or child rearing.
2. The length of leave shall not exceed one (1) year, renewable at the discretion of the Board.

3. A teacher adopting child/children shall begin his/her leave at any time between entry of a court order awarding custody and after the child arrives in the home.
4. In order to provide continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent in writing of his/her desire to take such a leave. 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 his/her leave is to begin.
5. In the case of an adoption, a copy of the order awarding custody to the adoptive parent shall be included.
6. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her functions adequately.
7. 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.
8. Teachers who have completed at least half the school year, but not a complete year, and are granted leaves of absence without pay shall receive one-half (1/2) year credit toward annual salary increment on the appropriate schedule.

ARTICLE 10 Seniority

Definition of Seniority: Seniority for all purposes under this Agreement shall be defined as the length of unbroken service within the bargaining unit since the last date of hire or transfer into the bargaining unit. Leaves of absence, whether paid or unpaid, shall not constitute a break in service. All bargaining unit seniority is lost when employment is severed by resignation, retirement out of the bargaining unit and/or by discharge.

Teachers covered by the Master Contract shall receive one year's seniority for each year taught. If a teacher teaches less than full-time, the teacher shall receive seniority credit in proportion of the amount of the day taught. If two teachers have the same number of years' seniority, seniority shall be determined by date of hire. Should two (2)

or more employees share the same date of hire, seniority shall be determined by the order in which new hires appear on the Board agenda.

A copy of the seniority list will be provided to each member of the bargaining unit by October 1st of each year. Any objections to the seniority list will be filed in writing to the Superintendent by October 22nd. Corrections to the seniority list will be made by the district no later than November 1st.

ARTICLE 11
Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning. This section shall not apply to the non-renewal of probationary teachers.
- B. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. If a representative of the Association cannot be present within two (2) school days, the meeting will go forth and the Association will be notified of the results. The parties may mutually agree to extend this timeline.

ARTICLE 12
Student Discipline

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil is eligible for special education, or requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to address the situation.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where high level of student interest is maintained. It is likewise recognized that when discipline problems

occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary and legally appropriate to protect himself from attack or to prevent injury to another student. Teachers will be provided appropriate training.

- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable and is not covered under the school wide behavior management plan. In such cases, the teacher will furnish the principal as promptly as his teaching obligations will allow, full particulars of the incident in writing.
- D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

ARTICLE 13 Negotiation Procedures
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- A. On or before March 1st of the year in which this Agreement expires, the parties shall initiate negotiation for the purpose of considering and making changes in the Agreement for the forthcoming year(s).

It is understood that failure to ratify a contract prior to expiration of this Agreement will result in compliance with PA 54 of 2011, as long as this law remains in effect.

- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the tentative Agreement for ratification to their appropriate governing bodies within a calendar week.

After ratification by both parties, their representatives shall attach their signatures to the ratified Agreement within one week of ratification.

- C. There shall be three signed copies for the purpose of record - one retained by the Board, one by the Association, and one by the Superintendent.
- D. Representative members of the Board, the School Administration, and the Association's negotiating team will meet on the last Thursday of each month in the months of September, January, and May for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure, and may be mutually called off if the need for same is not deemed necessary on the particular date. An agenda of topics to be discussed will be presented by either or both groups at least five days prior to the scheduled date of the meetings, provided the teacher acted in compliance with board policy and the law.

ARTICLE 14 Procedure for Adjustment of Grievances
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A Definitions

- 1. A "Grievance" shall be defined as an alleged violation of the expressed terms and provisions of this Agreement.
- 2. The "aggrieved person" shall be interpreted to include the Association, includes and/or any individual or group who is making the claim.
- 3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
- 4. The term "days" shall mean days that school is in session except during summer schedule when it shall mean week days (Monday-Friday).

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, appropriate solutions to the alleged violations of the express terms of this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration.

C. Structure

1. The Association shall establish a Negotiating and Grievance Committee.
2. The Superintendent or his/her designee shall be the administrative representative.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by written mutual consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon as practicable.

1. Level One

Within fifteen (15) school days of the asserted violation, a teacher with a grievance shall discuss it with his immediate supervisor and may request to have a representative of the Association accompany him in the discussion.

2. Level Two

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) days after teacher and immediate supervisor discussion of the grievance, he/she may file the grievance in writing with the Association's Negotiating and Grievance Committee.

Within five (5) days of receipt of the grievance the Negotiating and Grievance Committee, will give notice to the Administration and shall meet with and present the written grievance to the Superintendent of Schools. Within ten (10) days from receipt of the grievance by the Superintendent he shall render a decision as to the solution in writing.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of the grievance

by the Superintendent, the grievant may refer the grievance through the Negotiating and Grievance Committee by submitting it to the Board of Education within ten (10) days of the Superintendent's disposition. Upon receipt of the written referral, the Board of Education will meet with the grievant and his/her Association representative within thirty (30) days to consider the grievance. The Board will issue its disposition within ten (10) days or up to the next scheduled Board session after the meeting. The parties may mutually agree to extend any grievance timeline contained in this article.

E. Arbitration

Within thirty (30) days of the receipt of the disposition, 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. If the parties cannot agree as to the arbitrator within five calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in the arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

F. The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE 15 Miscellaneous Provisions
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A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and Board policy. If an individual contract contains any language inconsistent with this Agreement or

Board policy, this Agreement, during its duration, or Board policy shall be controlling.

- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms except with respect to prohibited topics of bargaining.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be posted on the District's website.
- F. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Employer, as defined by the Public Employment Relations Act, (MCLA 423.201 et seq; MSA 17.455(1) et seq).
- G. Any teacher who shall be transferred to an Administrative or executive position and later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.
- H. Athletic program supervisory positions will be filled at the discretion of the Administration and Board of Education.
- I. All probationary teachers are to be assigned a "mentor teacher" who is to provide assistance as indicated by statute. The probationary teacher and the mentor teacher are to meet and confer on a regular basis but at a minimum of once each quarter. Each semester the probationary teacher and the mentor teacher are to meet with the Administration to review the progress of the new teacher. This process is a non-evaluation and shall not be a part of either teacher's record. While serving in the capacity of a mentor, the mentor teacher shall receive a stipend of three hundred dollar (\$300) per school year.

J. Teachers receiving an overall rating of “effective” or “highly effective” on the annual teacher performance evaluation will receive a four hundred dollar (\$400) off-schedule lump sum stipend as “merit pay” in accordance with Michigan law.

ARTICLE 16
Duration

This Agreement is for the 2015-2016 and 2016-2017 school years, effective July 1, 2015 and shall continue in effect until June 30, 2017.

FOR MAR LEE BOARD OF EDUCATION

Date

Date

MAR LEE EDUCATION ASSOCIATION, MEA/NEA

Date

Date **APPENDIX A**
Salary Schedules and Fringe Benefits

Teachers will receive a ½ step increase, effective August 21, 2015 and an additional ½ step increase effective August 19, 2016

In order to be placed on the MA pay scale teachers must have a Masters Degree in the field of education from an accredited university.

2015-2017							
Step	BA	Step	MA	Step	BA	Step	MA
1	\$37,047	1	\$39,187	11.5	\$53,090	11.5	\$54,376
1.5	\$37,800	1.5	\$39,939	12	\$54,131	12	\$56,461
2	\$38,554	2	\$40,691	12.5	\$55,215	12.5	\$57,590
2.5	\$39,301	2.5	\$41,448	13	\$56,299	13	\$58,719
3	\$40,049	3	\$42,206	13.5	\$57,424	13.5	\$59,895
3.5	\$40,799	3.5	\$42,959	14	\$58,549	14	\$61,072
4	\$41,549	4	\$43,712	14.5	\$59,359	14.5	\$62,291
4.5	\$42,301	4.5	\$44,468	15	\$60,170	15	\$63,511
5	\$43,054	5	\$45,225	15.5	\$60,170*	15.5	\$63,511*
5.5	\$43,800	5.5	\$45,984	16	\$60,170*	16	\$63,511*
6	\$44,547	6	\$46,744	16.5	\$60,170*	16.5	\$63,511*
6.5	\$45,302	6.5	\$47,500	17	\$60,170*	17	\$63,511*
7	\$46,058	7	\$48,257	17.5	\$60,170*	17.5	\$63,511*
7.5	\$46,805	7.5	\$49,010	18	\$60,170*	18	\$63,511*
8	\$47,553	8	\$49,763	18.5	\$60,170*	18.5	\$63,511*
8.5	\$48,305	8.5	\$50,521	19	\$60,170*	19	\$63,511*
9	\$49,057	9	\$51,279	19.5	\$60,170*	19.5	\$63,511*
9.5	\$49,805	9.5	\$52,032	L20	\$61,374	L20	\$64,781
10	\$50,553	10	\$52,786	L25	\$62,601	L25	\$66,077
10.5	\$51,301	10.5	\$53,538	L30	\$63,853	L30	\$67,398
11	\$52,050	11	\$54,291				

*Additional off schedule payment equal to 1% of the teacher's base salary to be included in the calculation of current year salary.

A. Retirement:

The teacher's retirement will be paid by the Mar Lee School District for the duration of this Agreement.

B. Health Insurance:

PAK A

Subject to Article VI, Paragraph G, MESSA Choices II insurance shall be provided by the Board for each teacher and his/her dependents. Those not taking health insurance may select a cash option up to the cost of the single subscriber hard cap rate.

The Board will pay 100% toward dental, vision, and life insurance premiums.

Effective July 1, 2015: the Employer's yearly health plan contribution shall be no more of the annual costs than a total amount equal to \$5992.30 times the number of employees with single coverage; \$12531.75 times the number of employees with employee and spouse coverage; plus \$16342.66 times the number of employees with family coverage. Effective July 1st of each year of this agreement, the Board agrees to pay the maximum hard cap amount as permissible by law.

The employer will fund the deductible through a Health Equity HAS at the following levels by January 1st of each year:

Single Deductible	\$1,100
2-Person/Family Deductible	\$2,200

Any contribution amounts by employees excluding the Board's subsidy for each plan benefit shall be payroll deducted biweekly in two equal payments through Section 125 plan.

Each year, when MESSA rates become available, the parties will meet to determine the employer's and employee's share of insurance premiums.

Plan 1

- a. Health MESSA Choices II (Saver Rx prescription co-pay; \$500/\$1,000 deductible; \$10 OV).
- b. Dental Insurance – Delta Dental Plan 75/75/50: 1,000 annual Max (without orthodontic rider 75:5000 Class IV, life time maximum benefit).
- c. Vision Insurance – VSP 2 – Silver
- d. Life Insurance - \$5000 Disability waiver will apply
- e. Accidental Death & Dismemberment – Life volume \$5000

Plan 2

- a. Health ABC Plan 1 (ABC Rx - \$10/\$40 prescription co-pay; \$1,250/\$2,500 deductible).
- b. Dental Insurance – Delta Dental Plan 75/75/50; \$1,000 annual Max (with orthodontic rider 75:5000 Class IV, life time maximum benefit).
- c. Vision Insurance – VSP 2 – Silver.
- d. Life Insurance - \$5000 Disability waiver will apply.
- e. Accidental Death & Dismemberment – Life volume \$5000.

PAK B

- a. Life Insurance - \$10,000 Disability waiver will apply
- b. Accidental Death & Dismemberment – Life volume \$10,000
- c. Vision Insurance – VSP 2 – Silver
- d. Delta Insurance – Delta Dental Plan 75/75/50 :\$1,000 Annual Max (with orthodontic rider 75:5000 Class IV, life time maximum benefit)
- e. Cash Option – *Those not taking Plan 1 or Plan 2 health insurance may select a cash option up to the cost of the single subscriber hard cap rate.*

C. All pre-approved teachers will be compensated at the rate of \$93.75 per night when supervising students on an overnight field trip. The rate will be capped at \$375 per teacher, per field trip.

The Board shall adopt a qualified plan pursuant to Section 125 of the Internal Revenue Code. All costs relating to the implementation and administration of benefits under the plan shall be borne by the Board. It is understood that at least one aspect of the plan will be designed to allow teachers not receiving health insurance to receive a cash option which is part of that plan. The cash option received by the teachers may be utilized to purchase a tax-deferred annuity. To purchase a tax deferred annuity or other non-taxable MESSA/MEA Financial Service option(s), the teacher shall enter into a salary reduction agreement. This section will become effective January 1, 1997 or as soon as the Board is able to adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code and a salary reduction agreement.