MASTER AGREEMENT

Between

MAR LEE BOARD OF EDUCATION

And

MAR LEE EDUCATION ASSOCIATION, MEA/NEA

July 1, 2024-June 30, 2027

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INTRODUCTION

This Agreement entered into this 1st day of July 2024 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 or illegal 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.

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 undertake and agree 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 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 concerning the local union 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 Mar Lee Education Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, instruction, or activities. 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.

E. 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 mailboxes for communication to teachers.

F. 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, and 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.)

G. 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.

H. The teachers shall be entitled to full rights of citizenship. Teachers shall comply with the Code of Ethics of the Education Profession.

I. 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, marital status, or any other statutes protected by law.

J. Membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, national origin, or any other protected status.

K. If the school year is extended to provide increased educational opportunities for Mar Lee pupils the extended 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.

L. 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.

M. 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.

N. 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.

O. The school calendar shall be developed by the Board and the Association. Calendars will coincide with the Countywide Common Calendar per state law. The school calendar shall be one hundred eighty (180) instructional days and one hundred eighty-three (183) staff days. Teachers shall cover recess as part of their duties. Teachers shall be required to report for work ten (10) minutes before classes start and may leave ten (10) minutes after the instructional day is over.

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.

P. 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 ten (10) school days prior to the use of such days. Additional days may be granted upon mutual agreement of the Association and the Superintendent.

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

A. 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 ensuring 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 excluding early release days. 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, early release, 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-8.

C. If it is necessary to exceed the above numbers, as determined by the Board is Subsection B above, the remuneration shall be three dollars ($3.00) 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 appropriately excused to attend all staff, in-service, or other meetings.

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 accommodation issues

and the overall classroom environment 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.

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 and third periods 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 a duty free lunch. Teachers shall be required to report for work ten (10) minutes before classes start and may leave ten (10) minutes after the instructional day is over. Teacher supervision of students is required five (5) minutes before instructional time begins and five (5) minutes after instructional time ends.

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.

    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.

3. 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.

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

New teachers to the District with teaching experience may be placed on any tier one through five (5) as can be agreed to by the teacher and the administration. No new teacher can be placed on any tier above five (5) with the exception of new teachers in critical shortage areas. Any exception to this will require a Letter of Understanding signed by the district and the MLEA. Teachers shall have up to one (1) calendar year to grieve, should there be a dispute regarding tier and /or lane placement.

ARTICLE 9
Illness, Disability, Leaves of Absence

A. Paid Leave:

Full time teachers will 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. There will be a PTO cap of one-hundred and twenty (120) days. A day is calculated to be seven (7) hours. Any teacher currently having more than 840 hours of PTO time will not lose their hours, however, they will not earn additional hours until they drop below the maximum number of hours allowed, which contractually is eight hundred-forty (840) PTO hours.

If hired before 8-8-2022 a teacher will be eligible for the greater payout of the 2 listed below. If hired after this date a teacher will only be eligible for the second plan.

1. At the time of a teacher retirement, with eligibility into the state retirement program. The teacher shall receive a seven hundred ($700) payment. To be eligible for this payment a teacher must have four-hundred and twenty hours (420) of leave or fifty percent (50%) of the eligible leave hours.

2. At the time of a teacher retirement, with eligibility into the state retirement program and 20 years of service at Mar Lee. The teacher shall receive a pay out into a 403b provider available as current vendor through OMNI. This will be paid out at a rate of $50.00 per full day

available and for a quantity of fifty percent (50%) of the eligible leave days. To be eligible for this payment a teacher must have five-hundred hours (500) of leave.

3. Emergency absences, in addition to PTO leave, may be approved by the Superintendent.

4. Notification of absence shall be made to the Superintendent or his designated representative with reasonable notice, at least two (2) hours before the start of the school day.

5. Absence without doctor's certification, in excess of three (3) days, requires prior approval by the superintendent.

6. Funeral leave of three (3) days may be used in the case of the death of a parent, spouse, child, step parent, or foster parent. 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 PTO leave bank. Teachers in need of additional days for funeral leave may request use of sick time leave.

7. 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 PTO leave days for the first seven (7) days. The costs associated with the treatment of head lice shall be borne by the District.

8. 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 for six (6) months 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 tier during the leave.

3. A teacher who, while on leave of absence, takes employment at another employer 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 such as FMLA.

C. Child Care Leave:

1. An unpaid 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 unpaid leave at any time between entry of a court order awarding custody and after the child arrives in the home.

4. Teachers taking unpaid child care leave may utilize twelve (12) weeks of banked PTO time concurrently.

5. 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.

6. In the case of an adoption, a copy of the order awarding custody to the adoptive parent shall be included.

7. 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.

8. 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.

9. 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

A. 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 22. Corrections to the Seniority list will be made by the District no later than November 1.

ARTICLE 11
Professional Behavior

A. 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. Provided the teacher acted consistent with the law and Board policy, Board will provide access to legal counsel to answer questions the teacher of his rights and obligations with respect to such assault.

ARTICLE 13
Negotiation Procedures

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).

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. 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

A. Definitions

1. A "Grievance" shall be defined as an alleged violation of the expressed terms and provisions of this Agreement.

    1. The "aggrieved person" shall be interpreted to include the Association, includes and/or any individual or group who is making the claim.

    2. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.

    3. 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.

3. The provision of this Article shall be interpreted in compliance with Michigan's Uniform Arbitration Act of 2012. MCL 691.1681 et. Seq.

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.

a. 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.

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

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. 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"on the annual teacher performance evaluation will equally split a pool of $8,800 or higher amount as determined by the Board of Education in an off-schedule, lump sum stipend.*

ARTICLE 16
Duration

This agreement is effective July 1, 2024 and shall continue in effect until June 30, 2027.

MAR LEE BOARD OF EDUCATION

_____

_____
Date

MAR LEE EDUCATION ASSOCIATION, MEA/NEA

_____

_____
Date

APPENDIX A
Salary Schedules and Fringe Benefits

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

For the 24-25 School year, each teacher will move over to the new tiered scale with the following agreed upon lane changes

Current	#		Amount
BA5	2		$43,054.00
BA6.5	2		$45,302.00
BA7	2		$46,058.00
BA8	1		$47,553.00
BA9.5	1		$49,805.00
BA13	1		$56,299.00
BA14	1		$58,549.00
BA16	1		$60,907.00
BA19	1		$63,118.00
BA19	1		$63,118.00
BA20	1		$67,097.00
MA7	2		$48,257.00
MA14	1		$61,072.00
MA14	1		$61,072.00
MA18	1		$65,842.00
MA20	1		$70,822.00
MA20	2		$70,822.00

New Tier	#		Amount
BA3	2		$44,500.00
BA5	2		$47,500.00
BA5	2		$47,500.00
BA6	1		$49,000.00
BA8	1		$52,000.00
BA13	1		$59,500.00
BA15	1		$62,500.00
BA17	1		$65,500.00
BA18	1		$67,000.00
BA19	1		$68,500.00
BA1	1		$41,500.00
MA4	2		$50,000.00
MA12	1		$62,000.00
MA14	1		$65,000.00
MA18	1		$71,000.00
MA19	1		$72,500.00
MA20	2		$74,000.00

For the 25-26 School year, teachers will move up one full tier
For the 26-27 School year, teachers will move up one full tier

Tier		Amount
BA	1	$41,500.00
BA	2	$43,000.00
BA	3	$44,500.00
BA	4	$46,000.00
BA	5	$47,500.00
BA	6	$49,000.00
BA	7	$50,500.00
BA	8	$52,000.00
BA	9	$53,500.00
BA	10	$55,000.00
BA	11	$56,500.00
BA	12	$58,000.00
BA	13	$59,500.00
BA	14	$61,000.00
BA	15	$62,500.00
BA	16	$64,000.00
BA	17	$65,500.00
BA	18	$67,000.00
BA	19	$68,500.00
BA	20	$70,000.00

Tier		Amount
MA	1	$45,500.00
MA	2	$47,000.00
MA	3	$48,500.00
MA	4	$50,000.00
MA	5	$51,500.00
MA	6	$53,000.00
MA	7	$54,500.00
MA	8	$56,000.00
MA	9	$57,500.00
MA	10	$59,000.00
MA	11	$60,500.00
MA	12	$62,000.00
MA	13	$63,500.00
MA	14	$65,000.00
MA	15	$66,500.00
MA	16	$68,000.00
MA	17	$69,500.00
MA	18	$71,000.00
MA	19	$72,500.00
MA	20	$74,000.00

Teachers with 15 years or more service at Mar Lee School will receive an amount from the chart below added to their base salary as additional compensation.

Years	Amount
15-19	2000
20-25	2500
25+	3000

All pre-approved teachers will be compensated at the rate of $150.00 per night, for up to 5 nights, when supervising students on an overnight field trip. The rate will be capped at $750.00 per teacher, per field trip.

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

B. Health Insurance:

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

Effective January 1 of each year of this agreement, the Board agrees to pay the maximum hard cap amount as permissible by law.

Beginning January 1, 2022 the new MESSA APA plans will be offered during the open enrollment period beginning November 1, 2021, you may check in the office for a copy of the new plans. Most of them have not changed.

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.

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 PAK A health insurance may select a cash option up to the cost of the single subscriber hard cap rate.

Beginning in January 1, 2021-December 31, 2021 The Mar Lee Board of Education and the Mar Lee Education Association agree to the following changes in their current contract regarding MESSA Insurance benefits:

A. The Board acknowledges that the Mar Lee Education Association is electing to designate MESSA as its health insurance carrier through December 31, 2024. The Board and the Association agree to open discussions regarding the continuation or discontinuation of the APA starting June 1, 2024. It is understood that the APA may make changes to the MESSA plans offered starting on January 1 of each subsequent year.

B. Mar Lee employees will enroll in the current plan for the 2021 calendar year.

During open enrollment in November 2021 and 2022 employees may switch to any of the current APA plans as of January 1st, 2021.

C. Beginning January 1, 2020 the District will no longer pre-fund the employees' HSA deductible.

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.

APPENDIX B
Teacher Evaluation, Placement, Leave/Layoff, Teacher of Record

Decisions about placement, layoff/recall, and evaluation of a "teacher' under Revised Code Section 1249, or who is assigned to students in any grade K to 12 as a teacher of record (Classroom Teacher) will be made as stated below. The parties agree as required under Revised School Code Section 1248.

1. **Placement of Classroom Teacher.** The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, classroom teacher placement decision will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

    A. Staffing the curriculum with the most effective and qualified Teachers to instruct the application courses, grades, and school schedule. Teachers who have successfully completed one full school year may request a transfer at the end of that school year to any open position that they are certified and qualified to teach.

    B. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.

    C. Classroom Teacher placement decisions must be made based on effectiveness criteria established in Revised School Code Section 1249.

    D. A vacancy shall be defined as an unassigned, open position, or a newly created position which the District intends to fill. Vacancies shall be posted at least five (5) business days prior to being filled.

    E. Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

        i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

        ii. Credentials needed for District, school, or program accreditation;

        iii. District-provided professional development, training, and academic preparation for an instructional assignment that

is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;

iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

v. Disciplinary record, if any;

vi. Length of service in a grade level(s) or subject area(s);

vii. Recency of relevant and comparable teaching assignments;

viii. Previous effectiveness ratings;

ix. Punctuality and or habitual use of unpaid days not protected by FMLA, ADA, or other State or Federal law.

x. Positive or negative rapport with colleagues, parents, and students;

xi. Ability to withstand the strain of teaching; as defined by law.

xii. Compliance with state and federal law.

F. Length of service may be considered as a tiebreaker if a Classroom Teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

G. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

2. Layoff/Recall of Classroom Teachers

A. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing Classroom Teaching staff or that a reduction in Classroom Teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Classroom Teaching positions to be reduced. Prior to the issuance of layoff notices, the MLEA will be given an opportunity to make specific

recommendations regarding the particular implementation of the layoff procedures planned by the District.

B. Reduction in work force and recall decisions must be made based on a Classroom Teacher effectiveness criteria established in Revised School Code Section 1249 and this Appendix.

C. Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

ii. Credentials needed for District, school, or program accreditation;

iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Classroom Teacher's effectiveness in that assignment and is integrated into instruction;

iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

v. Disciplinary record, if any;

vi. Length of service in a grade level(s) or subject area(s);

vii. Recency of relevant and comparable teaching assignments;

viii. Previous effectiveness rating;

ix. Attendance and punctuality;

x. Rapport with colleagues, parents, and students;

xi. Ability to withstand the strain of teaching

Compliance with state and federal law

D. Classroom Teachers must provide the District with current information and documentation supporting the Classroom Teacher's certification and qualifications.

i. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.

ii. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.

iii. Failure to maintain current contact information may negatively affect the teacher's recall.

E. Classroom Teacher reductions and recalls are by formal Board action.

F. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected Classroom Teacher and the Association.

G. Classroom Teacher Recall Process

i. A Classroom Teacher is eligible for recall under this Appendix for 18 months from the date the District implemented the reduction in force.

ii. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.

iii. Before or in lieu of initiating the recall of a laid-off Classroom Teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Appendix.

iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:

A) Recall the laid-off Classroom Teacher who is certified and qualified for the vacancy, provided the Classroom Teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix;

B) Post the vacancy and consider all applicants if the Superintendent determines that the District's educational interests would be served and no Classroom Teacher on layoff meets the certification and qualification requirements of the position.

v. The superintendent or designee will provide written notice of the Board's recall decision to any recall Classroom Teachers and will establish the time within which a Classroom Teacher must accept recall to preserve the Classroom Teacher's employment rights.

vi. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

3. All fringe benefits, including but not limited to, accumulated sick days shall be restored. The non-certified professional staff employee shall advance one (1) tier on the salary schedule

4. Evaluation of Classroom Teachers.

A. A classroom teacher will be evaluated pursuant to the Charlotte Danielson model consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. The district will measure student growth for 20% of the evaluation using a variety of assessments based on teacher assignment. Should the district return to remote status the student growth component will be not used for evaluation purposes.

K-1: Fountas and Pinell, Phonics Screener, MLPP, or Math Screener.
2-5: STAR Math or Reading
6-8: NWEA

- Any teacher that does not have a school wide or identified assessment, will use the modified MDE SLO (Student Learning Objectives) to identify an appropriate evaluation tool.
- Teachers in Developing and Needing Support both require an Individual Development Plan (IDP) with mid-year progress report and a mentor must be assigned.
- Observations must be at least 15 minutes in length and require written feedback within 30 calendar days of an observation. There will be at least two observations per school year, one scheduled with the teacher. A post meeting will be availablefor each observation within 30 days.
- Provide effective teachers triennial evaluations.
- Provide written feedback on evaluation. If written feedback is not provided, the teacher shall be deemed effective.

B. A Probationary Classroom Teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review or their assigned rating.

Grievance Procedure. An alleged violation of this Appendix is not subject to arbitration in the grievance process. An Arbitrator, however, has jurisdiction to consider a grievance filed under the grievance procedure by a tenured Classroom Teacher with two (2) consecutive ratings of “needing support.”