Master Contract

Between

Marion Board of Education

And

Marion Schools Education Association

August 18, 2026 - August 17, 2028

Marion Public Schools
Marion, Michigan

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ARTICLE 1

RECOGNITION

A. The term "Board" when used hereinafter shall include its officers and agents. The Board recognizes the Marion Schools Education Association as the sole and exclusive negotiation representative for all certified teaching personnel, whether under contract or on leave, excluding administrative and executive personnel (Superintendent, High School Principal, Assistant High School Principal/Athletic Director, Elementary Principal, and Student Services Coordinator).

B. The term "Association" when used hereinafter shall refer to the Marion Schools Education Association and its agents. The term "teacher" when used hereinafter shall refer to certified teaching employees represented by the Association in the negotiating unit above defined, excluding adult education classes, on leave, per diem teachers and Federal subsidized summer school program.

C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement as defined in Section 11 of Act 379 Public Acts of 1965 as amended. Nothing contained herein shall be construed to restrict or deny any teacher of the Association, Board or School District any rights they may have under any law or constitutional provision of the State of Michigan or the United States of America.

ARTICLE 2

BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States

B. It is agreed that the Board retains the right to establish and enforce programs, means and methods of instruction, textbooks and materials used for instruction, and the transfer, promotion, or demotion, discipline or dismissal of all personnel including hours of instruction, duties, and responsibilities, and the hiring and placement of personnel as provided by law.

ARTICLE 3

TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that teachers shall have the right to organize, join and support the Association for the purpose of engaging in collective professional negotiations and other lawful activities. The Board agrees to grant to any teacher enjoyment of any rights conferred by Act 379; that it will not discriminate against teachers with respect to hours, salary, terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association including collective professional negotiations with the Board, or his/her institution of any grievance, with respect to any terms or conditions of employment under the specific terms of this Agreement. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan Revised School Code or other applicable laws or regulations.

B. The Association may use school buildings for meetings in accordance with Board policies provided that when special custodial service is required, the Board may make a reasonable charge. Supplies in connection with such equipment use will be furnished or paid for by the Association. Request for meetings must be in writing and be approved in advance by the building principal.

C. The Board shall make available in each school adequate restroom facilities exclusively for staff use, and at least one (1) appropriately furnished room which shall be reserved for use as a faculty workroom if this room is not adjoined to the restroom facilities, the Board shall make a reasonable attempt to install a wash basin in it. The primary use of the room is for instructional staff both during school hours and non-school hours.

D. The Board shall provide members of the bargaining unit with ready access to a telephone in a private area.

E. Duly authorized representatives of the Association shall have the right to transact official Association business on school property with the permission of the Principal of the building provided this shall not interfere with or interrupt normal school operation.

F. No Association positions on matters relating to supervisor-teacher or Board-Association relationship shall be discussed in the presence of students.

G. No teacher shall be reprimanded, disciplined, discharged, reduced in compensation, or deprived of any professional and/or contractual advantage without just cause. Teachers shall be entitled to full rights of citizenships and the exercising of such rights shall not be grounds for discipline or prejudice with respect to professional employment of such teacher(s). For probationary teachers only, discharge will not be subject to grievance or arbitration.

H. A teacher's personnel file shall constitute his/her full and complete record of employment, and the teacher shall have all rights related to the content of his/her personnel file as confirmed by the Revised School Code and the Bullard-Plawecki Employee Right To Know Act. The teacher shall have the right of review of this file, including such items as letters of recommendation or confidential university or college placement credentials. A representative of the Association may, at the teacher's request, accompany the teacher in his/her review.

I. The Board will promptly notify the teacher with respect to whom a Freedom of Information Act (PA 442 of 1976) demand is made and will follow up with written confirmation by mailing a copy of the FOIA request to the teacher's address of record.

J. Building principals or administrative personnel may maintain a log into which various infractions or violations are recorded. The time, date and nature of the observed incident will be included. The teacher shall be informed at the time such items are recorded. Such a recording in itself does not constitute part of the personnel file nor is it in itself considered a reprimand. Should the administrator decide that the teacher has failed to correct the observed problem by not demonstrating a positive response, the administrator may base the official reprimand on the log records. However, the administrator must:

1. Inform the teacher of the infraction;
2. Give the teacher a copy of the reprimand;
3. Allow the teacher to respond if he/she so desire; and
4. File the complaint and the teacher's response, if any, in the employee's personnel file.

K. The Board specifically recognizes the right of the Association, on behalf of its teachers, to appropriately invoke the assistance of the Michigan Employment Relations Commission or a mediator from that agency. No teacher shall be enjoined from exhibiting identification of membership in the Association either on or off the school premises. Identification shall be limited to pins and emblems on school premises or when a teacher is involved in school related activities.

L. The Board will consult with the Association President on new tax programs, construction programs or major revisions of instructional educational policies which are under consideration and the Association shall be given the opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. Decisions of the Board shall be final.

M. One copy of the minutes and agenda of the board of Education meetings and one copy of the expenditure report will be given to the President of the Marion Schools Education Association at the same time the packets are distributed to the Board of Education members.

N. The Employer and the Association recognize that an Emergency Manager may be appointed under the Local Fiscal Stability and Choice Act, MCL 141.541 et. seq. to reject, modify, or terminate this collective bargaining agreement. This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or the Employer. The Association reserves the right to challenge this in court.

O. Dues Payroll Deduction

1. Any bargaining unit employee may voluntarily become a member of the Marion Schools Education Association. A member of the Association or an employee who has applied for membership may sign and deliver to the District, by September 1st, a signed form authorizing the payroll deduction of dues. In the event of a mid-year hire, the new member shall deliver to the district within 10 (ten) days of their board approved hire date. Said authorization if received in a hard copy signed form or an electronically signed form provided by the Association shall be accepted and processed by the District.
2. The District shall process payroll deduction forms annually received from members within 10 (ten) days of receipt. Such authorizations shall continue in effect unless revoked in writing by the member.
3. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the second pay period of the bargaining unit member per month for ten (10) months, beginning in the first paycheck in September and ending in June of each year. In the event of a mid-year hire, dues will be deducted for the months remaining ending in June.
4. If the payroll deduction amounts change within the course of any school year, the Association shall provide to the District a payroll change form for any affected member to apply within 10 (ten) days of receipt to any remaining pays per the deduction schedule defined above.
5. In the event of any legal action against the District brought in a court or administrative agency because it complied with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
    a. The District gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
    b. The District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and
    c. The Association shall have complete authority to compromise and settle all cl claims which it defends under this section.
6. The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the District's compliance with Article 3, letter O, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE 4

PROFESSIONAL QUALIFICATIONS

Employment of teachers by the Board shall be in conformance with the certification requirements of the Michigan Department of Education, and any requirement mandated by State or Federal law or regulation. Once hired, it is the responsibility of the teacher to be properly certified, and meet all qualifications of his/her position. The State law (e.g. the Revised School Code, Michigan Department of Education rules, etc.) governing certification shall be controlling. It is the responsibility of the teacher to provide the Board with an original of his/her certificate properly executed including all valid endorsements. Determinations of certification and qualifications shall be based upon the documentation on file with the Board at the time a decision is made.

ARTICLE 5

MAINTENANCE OF STANDARDS

This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed, unless just cause exists to do so.

ARTICLE 6

NECESSARY REDUCTION OF PERSONNEL

A. The Board, realizing that education, curriculum, and the staff to a large degree depend upon the financial resources available to the Board as provided by the public and State of Michigan, and in accordance with this realization, understands that in some instances it may be economically necessary to reduce the educational programs, curriculum, and staff when funds are not available.

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational programs and curriculum when economic necessity dictates. The Board will provide the Association with a budget summary, and the Association will have fifteen (15) calendar days to provide the Board with recommendations for reducing teaching staff and/or other measures which would help meet the financial crisis. The Board agrees to fully consider the Association's proposals before making its decisions.

B. To promote an orderly reduction in personnel in the event the educational programmed curriculum is curtailed, seniority shall be defined as continuous years of service in the Bargaining Unit dating from the first date of work. Periods of time spent on leaves of absence, not to exceed one calendar year, shall not constitute a break in service, and seniority shall be deemed to accrue during such periods. Additional leaves may be granted by the Board on a case-by-case basis, but will not accrue seniority. Credit for experience in outside school districts, for purposes of determining seniority, shall not apply.

C. Certification is as approved by the Department of Education of the State of Michigan.

D. The District shall make a reasonable effort to notify the teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified in writing of lay-off within 30 days of Board action said reductions.

E. Teachers subject to lay-off shall be notified in writing sixty (60) days prior to end of the fiscal school year. During an adverse change in economic conditions, lay-offs may occur during the school year. In the event of a mid-year lay-off, notice shall be provided sixty (60) calendar days before the effective date of the lay-off. However, in the event of a mid-year lay-off caused by a financial emergency, notice shall be provided forty-five (45) days before the effective date of the lay-off.

F. In the event a reduction in personnel (partial/full) becomes necessary, the Board and/or his/her designee will meet with the Association to discuss implementing the necessary reduction of personnel. Factors of discussion may include, but are not limited to seniority, certification, professional qualifications and evaluation ratings. Teachers shall be recalled in inverse order of lay-off for openings for which they are qualified.

G. A teacher, who at the time of recall has taken another position, may be considered to have abandoned recall rights if notice of intent to return has not been given in writing within ten (10) days of receipt of the recall notice by certified mail.

H. Reduction of a position by the Board from full to part time shall be considered a partial lay-off and remaining in the reduced position shall not affect the teacher's right of recall to a full-time position.

I. The current seniority list, mutually agreed upon by the Board and Association, is Schedule E of this agreement. It contains the names of all members of the bargaining unit who are actively employed, on leave, or on lay-off and his/her date of hire. This list is part of the Agreement. A teacher granted a leave of absence by the Board or laid off shall accrue seniority with the leave or lay-off, but not to exceed two (2) years per leave or lay-off. Laid off teachers will retain recall rights for three (3) years from the date of lay-off.

ARTICLE 7

VACANCIES, TRANSFERS AND RECALLS

A. For purposes of this agreement, the term "qualified" shall mean that the teacher must meet any requirement mandated by State or Federal law or regulation to perform the assigned duties.

B. When a vacancy occurs in a bargaining unit position, it shall first be filled by recall of a teacher, laid off from the District as provided in Article 6 Necessary Reduction of Personnel. Teachers on lay-off shall be notified of the position using the last mailing address on file with the central office.

C. If there is no teacher on lay-off from the District certified for the vacancy, the Administration shall promptly post a notice in the teachers' workrooms, in the principals' offices and in the Superintendent's office for not less than ten (10) days before the position is filled.

D. A teacher may apply for any position for which he/she is qualified. The Administration shall give due weight to seniority, certification, professional qualifications, evaluation ratings and any other relevant factors.

E. Notice of vacancies during the summer months, shall be emailed to all teachers by June 1 or within three (3) business days of the date notice of the vacancy is received by the Administration, whichever is the later time period. A request for transfer to such vacancy shall be made in writing to the Superintendent.

A. The Administration shall inform employee applicants, if any, when the position has been filled.

B. In making involuntary transfers, the Board recognizes it is desirable to consider the interests and aspirations of its teachers. Involuntary transfers of assignments (including change of grade, class or subject) may be made in emergencies or for valid administrative reasons. Such transfers shall not be for disciplinary, arbitrary or capricious reasons. There will be an opportunity for the Administration and the Association to meet and confer before final decisions regarding transfers are made. Teachers subject to involuntary transfer will be accommodated by the district providing the teacher the appropriate and necessary materials for the new position.

C. Changes for any school year must be completed by July 1, except as necessitated by later vacancies, a major change in enrollment, financial status of the District, or when the situation is declared to be necessary by both the Board and the Association.

ARTICLE 8

CONTINUITY OF OPERATION

A. 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 operation. The Association agrees that its officers, representatives, and members shall not strike during the life of the contract, nor will it aid or support any strike by any other employees of the District.

The Board and/or Association retain the right to ask for court injunctions.

B. Nothing in this Agreement shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by health hazard or Act of God. When a school is closed due to the above conditions, the teachers assigned to the closed school building shall not be required to report for duty.

C. Anytime school is interrupted for reasons other than weather, and days must be added to the calendar to operate the required number of days in session and minimum number of hours

required by the state law to receive full state funding, the time that these days/hours are to be made up shall be by mutual agreement of the Board and the Association.

ARTICLE 9

TEACHER PROTECTION AND STUDENT DISCIPLINE

A. Each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. Teachers also share with the Administration the responsibility for maintaining proper control and discipline in the building, on the school grounds, or at school related activities in which the teacher is involved. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in all situations where they are performing the function normally expected of a teacher. Teachers have the alternative of using any number of acceptable disciplinary practices. When a teacher believes it is necessary, a student may be referred to the office with a misconduct report by the end of the day which states the offense.

B. Any case of employment-related assault upon a teacher shall be reported immediately to the Board through the Superintendent by the teacher. If the teacher requires legal counsel, the Board shall:

1. Provide legal counsel to advise the teacher of his/her rights and obligations in connection with handling of the incident by law enforcement and judicial authorities and indemnify the teacher to the extent allowed by law, if the teacher was engaged in a school activity and acting within the scope of the teacher's authority.

2. Reimburse a teacher who, without fault on his/her part, suffers loss, damage, or destruction of clothing or personal property while in the performance of his/her regular duties, assigned extra-curricular duties and as a result of the performance of those duties. Time lost by a teacher in connection with any incident mentioned in this Article, not covered under Worker's compensation, shall in no way be charged against the teacher, if the teacher was engaged in a school activity and acting within the scope of the teacher's authority.

C. Any request by a parent for a conference with a teacher shall be called promptly to the attention of the teacher by the person receiving the request and, if possible, reasons for the conference identified.

D. The Board recognizes that public airing of complaints about teachers has the potential to harm the teacher's reputation, and fundamental fairness dictates that teachers have an opportunity to respond to citizen, parent, or student complaints that are brought before the Board. The Michigan Open Meetings Act allows the Board to meet in closed session to hear complaints brought against a public employee if the named person requests a closed hearing. Accordingly, if public complaints are made about a particular teacher, the Board will:

1. Notify the complainant that the teacher has the right to request that the complaint be heard in closed session; and

2. Offer to schedule a closed session for airing of the complaint.

Board members shall not publicly discuss the merits of any such complaint without first affording the teacher an opportunity to reply to the complaint. Should a hearing take place which requires testimony, the teacher shall have the right to be present, be represented, or accompanied by a representative of his/her choice. The teacher may request hearings on any such issue of personnel/complaint matters to be held in closed session pursuant to the Open Meetings Act.

ARTICLE 10

EVALUATION and TEACHER MENTORS

A. Beginning with the 2024-25 school year, the negotiated performance evaluation system shall be the Danielson Framework for Teaching, a rigorous, transparent, and fair performance evaluation system that includes:

1. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
2. An evaluation of the teacher's job performance with timely and constructive feedback
3. Clear approaches to measuring student growth with relevant data on student growth.
4. Multiple rating categories that tie into account student growth and assessment data for student learning objective metrics that have been negotiated with the Association.
5. The use of student growth and assessment data or student learning objectives metrics as 20% of the year-end evaluation determination.
    a. The student growth and assessment data or student learning objectives shall consist of appropriate, measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers for classroom data (10%) and the district assessment tool for school-wide data (10%). Grade level/department classroom data shall be declared and agreed upon by administration and teacher(s) before the end of the first marking period. If no grade level/department data is submitted by the teacher, the district assessment tool will default to 20%.
    b. The teacher, at their discretion, shall be allowed to eliminate data attributed to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
    c. That data used in this section must be attributed to the actual teaching responsibilities of the individual teacher.
6. A negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.

B. Process: The Danielson Framework for Teachers Rubric and Standards for Success evaluation system, as well as the "Observation Review Notes", "Finalization Worksheet" and "Individual Development Plan (IDP)" will be utilized as presented in the Standards for

Success system. Printed samples of these tools are attached and included in the Agreement in Appendix A.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
    a. The Teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation.
    b. The classroom observation used in the year-end evaluation must include a review of the teacher's lesson plan for the day of observation and the state curriculum standards being used in the lesson. Unless identified as a deficiency in performance with an existing IDP, teachers will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.
    c. The observation must include a review of pupil engagement in the lesson that is observed
    d. In order to ensure 1.b and 1.c above, the observation shall be no less than thirty (30) consecutive minutes and conducted in person.
    e. There shall be notice of each planned observation given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.
    f. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than fourteen (14) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "Observation Review Notes" feedback format contained in Appendix A.
    g. There shall be at least two (2) classroom observations of a teacher in each school year the teacher is evaluated baring extenuating circumstances that interfere. The observations are conducted at least 60 days apart. Each observation shall not occur within one (1) week prior and the week following winter break, spring break and summer break, unless agreed upon by administration and observed teacher.
2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support."
    a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than May 15 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.
3. Teachers who work less than sixty (60) days in any school year, or who have had an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedures, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district
4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If

the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

5. Merit Pay shall be awarded to a teacher rated as effective with a 3.5 to 4.0 score in the amount 1% merit pay and a teacher rated as effective with a 3.25 to 3.49 in the amount of ½% merit pay.
6. In addition to the above procedures (Section B. 1-5), teachers who are evaluated with an IDP (received a "minimally effective," "ineffective" prior to July 1, 2024, or "needing support," or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:
    a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
    b. Training to be provided by the district to assist the teacher meeting the goals of the IDP.
    c. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
    d. A Mentor teacher shall be informed of the conditions and requirements of the IDP in order to assist the mentee teacher in the described performance goals of the IDP
7. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
8. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personal file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:
    1. A tenured teacher who is rated as "needing support" shall have the following due to process rights to challenge said rating:
        a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
        b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commissions and provide a copy of that request to the administration.
            i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response of the superintendent.
            ii. Within fifteen (15) calendar days of the receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
    2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article 11.

D. Training on evaluation system, tool, and reporting forms:

1. Within the first four weeks (4) of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms, and other important components of the year-end evaluating process and how each reporting form is used during the process.
2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the system and tools used by the district which shall include a "rater reliability" training every three (3) years as approved by the MDE and witnessed by an Association representative that minimally includes all of the following:
    a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performances consistent with the evaluation system and forms included in Appendix A.
    b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
    c. Training on the evaluation process itself, including how to conduct classroom observations, collecting data, and analyzing results.
    d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
    e. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

E. A Mentor Teacher shall provide professional support, instruction and guidance to a teacher who is required to have a mentor (Mentee) under Section 1526 of the Revised School Code. The purpose of the Mentor assignment is to provide an experienced colleague who can offer assistance, resources, information, and a voice of experience and insight.
F. A Mentor Teacher must be an experienced educator who demonstrates instructional expertise, ability to work well with colleagues, continuous learning and preparation, and is skilled at providing instructional support.
G. The Mentor/Mentee match is to provide necessary assistance to foster high quality instruction and as such, the Board and Association agree the relationship shall not, in any manner, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be required nor permitted to participate in any matter related to the evaluation of the other.
H. The Mentor Teacher shall be available to provide professional support, guidance, and instruction to the mentee.
I. Qualified bargaining unit members will have priority for allocation of this work.
J. Mentees will be matched with a Mentor Teacher by September 15 annually.
K. The Mentor Teacher assignment shall be for one (1) school year, subject to renewal upon agreement by the Mentor Teacher, the Mentee, and the Administration. The match will be reviewed by January 30 annually.
L. Assignment as a Mentor Teacher will be voluntary and will be regarded as an extra duty position.
M. The Mentor Teacher shall be compensated according to Schedule B, set forth in this agreement.
N. Upon joint request of the Mentor Teacher and Mentee, the building administrator may approve release time for purposes of the Mentor Teacher to visit the classroom of the Mentee or for the Mentee to visit the classroom of the Mentor Teacher. Whenever possible, the Mentor Teacher and Mentee shall be assigned common preparation time.

O. The Mentor Teacher shall assist the Mentee in planning to attend appropriate professional development activities.

P. Mentor Teachers are expected to perform the following duties:

1. Spend approximately sixty (60) minutes of planned time with the assigned Mentee twice a month. Planned time meetings should be kept to a maximum of seven (7) hours per semester unless additional time is requested by the building administrator.
2. Document all dates of conferences, personal contacts, and classroom visits with the Mentee in a log that is to be provided to the building administrator at the end of the school year.
3. Suggest current research or otherwise provide insight and suggestions for improving instruction in both the Mentee's subject area and in classroom management strategies.
4. At least one (1) planned classroom visit conducted during the year.

ARTICLE 11

GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation of any specific term of this Agreement, or misinterpretation or misapplication of any provision of the Agreement, or the unfair application of any policy or regulation of the Board directly related to teaching terms and conditions. This is not to be interpreted to mean the Board cannot change policy as long as such policy does not violate the terms of this contract.

B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Any matter involving a prohibited subject of bargaining.

C. It is expressly understood that the grievance procedure shall not apply to those areas in which the Teacher Tenure Act prescribes a procedure or authorizes a remedy.

D. The Board agrees that the Association may designate a member from each building and/or an alternate to act as its representative. The Board hereby designates the Principal of each building to act as its representative at Level One as herein described and the Superintendent to act at Level Two as hereinafter described.

E. The term "days" as used in this Article shall mean:

1. School days during the scheduled school year.
2. Weekdays excluding holidays during the rest of the year.

F. Written grievances shall:

1. Be signed by the grievant or grievants.
2. Contain a synopsis of the facts giving rise to the alleged violation.
3. Cite the section or subsections of this contract alleged to have been violated.

4. Contain the date of the alleged violation.
5. Specify the relief requested.

G. The failure of an aggrieved person or persons to proceed to the next level within the time limits set forth shall be deemed to be in acceptance of the decision previously rendered and shall bar any further appeal concerning the particular grievance.

LEVEL ONE

If a teacher, group of teachers, or the Association believes there is a basis for a grievance within fifteen (15) school days in which the Principal is in attendance of the alleged occurrence, he/she shall first discuss the alleged grievance with his/her building principal accompanied by his/her Association Representative and identify the discussion as involving a grievance. If no resolution is obtained within fifteen (15) school days of the discussion, the grievant shall reduce the grievance to writing and submit it to the building principal. If no resolution is obtained within fifteen (15) school days of the grievance being submitted in writing, the alleged grievance must proceed to Level Two or the grievance will be considered as waived.

LEVEL TWO

A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in LEVEL ONE. Within fifteen (15) school days of the receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and the designated Association Representative to discuss the grievance. Within fifteen (15) school days of the discussion the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association President, the building Principal in which the grievance arose and place a copy of same in a permanent file in his/her office.

LEVEL THREE

If no acceptable resolution is obtained in the disposition of the grievance or if no disposition has been made within the required fifteen (15) school days, the written grievance must be transmitted in thirty (30) school days to the Board of Education Secretary or the grievance will be considered as waived. Providing the grievance is received by the Board of Education Secretary at least fifteen (15) school days in advance, the Board, not later than its next regular meeting, shall hold a hearing on the grievance with the teacher, and the Association Representative. Disposition of the grievance in writing shall be made within thirty (30) school days of such appropriate action. Copies of such disposition shall be furnished to the grievant and the Association Representative.

LEVEL FOUR

Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within the period above provided, it may, within thirty (30) school days after the decision of the Board, by providing written notification to the Superintendent of its intent to arbitrate the grievance. The parties will have thirty (30)

school days to agree upon an arbitrator. If agreement cannot be reached on an arbitrator, either party can refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. An arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

2. Neither party may raise a new defense or grounds at Level Four not previously raised or disclosed at other written levels. Each party or their representative may conduct a telephone conference thirty (30) days before the hearing in an attempt to settle the grievance.

3. The decision of the arbitrator shall be final and binding upon the parties. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

4. The arbitrator shall not:

   a. Add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

   b. Establish salary scales or to change any salary.

   c. Change any practice, policy or rule of the Board, which is not in conflict with the provisions of this Agreement.

   d. Decide any question which, under this Agreement, is within the sole responsibility of the Board to decide.

   e. Interpret State or federal law, except where there is clear court precedent upon which to rely.

5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the issue of arbitrability before proceeding on to hear the merits of the case. In the event that the arbitrator finds he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent

7. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

8. Should a teacher fail to process a grievance within the time limits specified, the grievance will be concluded. Should a teacher fail to appeal a decision of the arbitrator within the limits specified or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.

9. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association Representative are to be at their assigned duty stations.

10. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

11. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

12. Grievances involving the content of a teacher's evaluation shall not be arbitrable.

ARTICLE 12

TEACHING DAY

A. Teachers shall work a complete teaching day as designated in Schedule D of this agreement. The Board will consult with the Association prior to changing the normal school day.

*Exceptions to the normal school day shall be parent-teacher conference days, professional development (PD) days, Open Houses, Family Learning Nights, or student activities for which the bargaining unit member is responsible. The Association recognizes the fact that it is in each teacher's professional interest to be involved in extra-curricular activities during the course of the school year.

B. Times when classes begin and end shall be Board administered. Each teacher in the high school building shall have one (1) conference period within a typical student's class schedule for conferences with students, parents and administrators and/or classroom preparation.

C. Elementary teachers shall be free from classroom duties (unless mutually agreed upon between the teacher and the administration) during the ten (10) minutes before the instructional day begins; morning and/or afternoon recesses for a total of thirty (30) minutes; and the four (4) periods used for physical education and music. Should additional specialists be hired and/or assigned to the elementary classrooms, the classroom teacher shall be free from duty for that time for which the specialist is responsible for that teacher's classroom and/or students.

D. To meet minimum State requirements for student instruction time and in order for the District to receive full State financial aid, elementary teachers with a classroom roster may be asked to volunteer to supervise playground activities of students during recess. Such duty will be done on a rotating basis, least seniored to most seniored. The Association shall furnish the building administrator with a list of unit members that are willing to supervise playground activities. The teachers shall schedule recess duty. Compensation for recess duty will be $22.50 per thirty (30) minute recess. This will be paid after vouchered and verified at the conclusion of the school year.

E. In the event that the physical education or music instructors are absent or either of these programs are temporarily or permanently cancelled, at least two (2) thirty (30) minute blocks of preparation time shall be maintained per week.

F. Each teacher shall receive a thirty (30) minute duty free lunch period to be scheduled by his/her principal.

G. At the beginning of each school year the district shall inform the bargaining unit members of the proper procedure to follow in order to obtain a substitute teacher. No teacher shall be subject to mandatory temporary reassignment because of the absence of personnel.

H. Employee attendance will be managed using a district sponsored absence management system. Employees are responsible for entering requested leave time. Employees will also use the system to check available leave time remaining.

I. Any teacher who willingly gives up his/her conference time or absorbs another class to substitute for an absent teacher will be reimbursed at the rate of forty-five dollars ($45.00) per period. A reasonable effort will be made to avoid using title staff or co-teachers as subs.

J. One (1) teacher meeting may be called by the principal during each marking period. These meetings may extend beyond the normal teaching day for forty-five (45) minutes and teachers shall be notified at least one (1) week in advance. One (1) other teacher meeting may be called each marking period at the discretion of the Principal as circumstances dictate. Other meetings may be called with the approval of the Association Representative.

K. The Board will hire playground supervision for all recess duty.

L. In the event that the days or hours in the school schedule must be changed in order to meet State-mandated teaching days/hours that cannot be met within the confines of this Agreement, the Association shall meet with the Board and make adjustments in the teaching day and/or calendar to meet State specification. If mandated hours meet or exceed eleven hundred (1100) hours per school year, then the Association and the Board shall meet to negotiate a wage adjustment to reflect the additional hours.

M. When a teacher is assigned to travel between buildings he/she will be compensated at the federal mileage reimbursement rate set annually by the Board. He/she will be compensated after the end of each semester.

ARTICLE 13

CLASS SIZE

A. It is recognized that optimum school facilities for both student and teacher are desirable to assist in the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that a proper school environment can assist in insuring that primary function. The district will make a reasonable effort to equitably distribute students of varied academic levels. The following class

size maximums will be exceeded only when necessary because of financial or physical limitations of the District:

Elementary	Maximum
K-2	25
Grades 3-5	27
Split Grades	24
Special Education Caseload	18***
Middle and Senior High	
English, Social Studies Mathematics, Sciences, Languages, Health Education, Life Skills, Business, Music Appreciation	29
Keyboarding/Computers	30*
Art	30*
Industrial Arts	30*
Drama (performance based)	25
Physical Education	30**
Special Education Caseload	20***

*If equipment or limitation on room size is an issue in these classes, class size will be lowered to fit the equipment and/or room.

**If a Physical Education class has more than 30 students, additional support will be given for every 15 students in the class.

***If a special education teacher has a caseload of students that spans both buildings, the maximum caseload should be 18 total students.

B. At the elementary school, relief from overload limits shall be obtained by the Board providing at least twenty (20) minutes per day aide time per student over the limits, or by agreement of administrator and overload teacher by incentive pay of seven dollars and 20 cents ($7.20) per student per day. The overload teacher shall receive payment in the paycheck following each marking period by submitting the overload compensation calculation sheet to their administrator.

C. At the high school, relief from overload limits shall be obtained by the Board providing an aid during the class where the overload occurs or by agreement of administrator and overload teacher by incentive pay of one dollar and twenty cents ($1.20) per student per class period. The overload teacher shall receive payment in the paycheck following each marking period by submitting the overload compensation calculation sheet to their administrator.

D. In regards to special education caseloads, relief from caseload overload limits shall be obtained by providing at least (20) minutes per day aide time per student over the limits or by agreement of administrator and [overload teacher by incentive pay of $100 per student for their completed IEP and $2.40 per student per day. The overload teacher shall receive payment in the paycheck following

each marking period by submitting the overload compensation calculation sheet to their administrator.

E. If the need occurs for a teacher who is teaching all regular education classes to take a Special Education caseload, the students who are on his/her caseload must be in at least one of the classes that he/she teaches. The teacher shall receive $7.20 per student per day that the student is on their caseload. If it is not possible to fit the students into said teachers' schedule, the teacher will have the option to give up his/her prep period for 1/nth pay in lieu of the $7.20 per student per day to create a class so that they can teach the students on their caseload. If the caseload exceeds eight (8) students, the district and association will meet to come up with an agreement for that situation.

F. Anytime the maximum class size of any category is exceeded by 4 or more students, the District agrees to meet with the Association to discuss hiring staff to alleviate the student overload as per best practice.

G. If the District establishes classes not listed in this article or chorus, general music, or band has greater than 45 students, they will meet with the Association to determine class size maximum. Chorus, General Music, Band and other traditionally larger classes are exempt from the above.

H. Notification of Assignments: Tentative teaching assignment shall be made by the last day of each school year for the following year. The teacher will be notified as soon as possible if any changes in the tentative schedule are made after notification.

ARTICLE 14

TEACHING EXPERIENCE

Any newly employed by Marion Public Schools will be placed on the Salary Schedule A as follows:

A. Teachers hired into the Marion Public Schools District may be given one (1) step for each year of teaching experience.
B. Up to two (2) steps shall be granted for honorably completed military active duty.
C. The salaries shall be adjusted each semester for college credit verified by official transcript. The teacher shall submit the official transcript to the district 15 days prior to the start of the semester. The district shall adjust the teacher's pay no later than thirty (30) days after the beginning of such semester.
D. At the beginning of each school year, all bargaining unit members shall advance one step on the salary schedule.

ARTICLE 15

FRINGE BENEFITS

A. The Board shall contribute 80% of the cost of Health Insurance, including the deductible, for bargaining unit members electing Plan A or Plan C. The bargaining unit members who have elected Health Insurance Plan A or Plan C shall pay the remaining 20%.

B. Each Employee shall have the option of selecting Plan A, Plan C, or Cash-In-Lieu in this Article.

C. The Board shall fund annually, in equal installments on the first pay in January and the final pay in June, 100% of the employee's entire annual obligation to the agreed upon HEQ HSA beginning January 1 of each year. In the event an employee or his dependents medically requires that the HSA be utilized prior to the scheduled Board payments, the Board agrees to fund the entire annual HSA amount to that individual's account. Employees may opt out of the prefunding of the HSA. This will need to be requested by the end of the first teacher report day to be effective on the following pay. This shall reduce the MESSA Self Pay.

D. If the bargaining unit member separates from employment prior to the reimbursement of the Board's HSA payments, any remaining funds owed to the Board will be deducted from any monies owed to the teacher. The funds will be deposited into accounts of one (1) bank or other Health Savings Account provider as mutually agreed upon by the Association and the Board. Once deposited, employees are free to move the funds into a health Savings Account of a provider of their choosing. Any excess amount over the total health premium and deductible shall be made by payroll deducted from the employee divided equally over 26 pay periods (or 27 if it is a 27 pay year) during each school year. In years where there are twenty-seven (27) pay periods, teachers shall have their salary prorated over twenty-seven (27) pay periods.

E. Employees may contribute, through payroll deduction and electronic transfer additional money towards their "Health Equity" Health Savings Account up to the maximum amounts allowed by federal law.

F. The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in the MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

G. The Board shall provide the employee selected plan for the full twelve (12) month period for the bargaining unit member and his/her entire family. The employer shall sign an employer participation agreement.

H. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31, even though the teacher may not be returning the next school year. The open enrollment period shall be established by the Board, the Association, and the insurance company, including opportunities for summer pre-enrollment and fall open enrollment.

When necessary, premiums on behalf of the teachers shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds the amount of subsidy, the Board shall make provisions for excess premium liability to be paid by the teacher through payroll deduction.

In the event that a teacher is terminated or resigns during the school year, the insurance shall be continued until the teacher has received the pro-rated portion to the twelve (12) month insurance year earned at the time of the termination or resignation.

I. In accordance with past practice, teachers assigned less than a full workload shall receive pro-rated fringe benefits if it is possible under the guidelines established by the insurance carrier.

J. The board shall contribute 100% of the non-health benefits (Dental, Vision, Life, AD&D, and LTD) as described in the Plans A, B, and C below.

K. Members electing Pak B shall receive $600 per month applied to MESSA Options, Board approved tax-deferred annuities, and/or the member's paycheck on the final pay period of the month.

L. The Board of Education supplies each individual with Workers' Compensation insurance for on-the-job medical incidents. The Board (through Administrators) may require that the staff member seek medical treatment or examination in order to make certain that the individual has done everything possible to prevent medical situations from becoming a greater problem than if proper treatment had not been obtained.

Plan A - For employees electing MESSA (ABC Plan 1) health insurance

Health: MESSA ABC Plan 1
In-Network Deductible: $1650/$3300
Out of Network Deductible: $3300/$6600
In-Network Coinsurance: 10%
Out-Of-Pocket Maximum: $3650/$3300
Office Visit: N/A
RX Drug Co-pay: ABC Mail
Adult Immunization
(Includes $5,000 AD&D basic term Life)

Negotiated Long Term Disability:
70%
$3000 Monthly Maximum Benefit
90 Calendar Days Modified Fill
Pre-Existing Condition Waiver - Yes
Freeze on Offsets - Yes
Alcoholism/Drug Addiction - same as any other illness
Mental/Nervous Condition - same as any other illness
Two Year Own Occupation

Negotiated Life: $45,000 with AD&D

Vision (Plan year is July to July):
VSP-3 Plus Platinum 250CL

Delta Dental (Plan Year is July to July):
100/90/90/90 Ortho ($2500)
$2000 Maximum for Class I & II, III

2 Cleanings, Sealants

Plan B - For employees not electing health insurance

Negotiated Life:	45,000 with AD&D
Negotiated Long Term Disability:	70% (Same as above)
Vision (Plan year is July to July):	VSP-3 Plus Platinum 250CL
Delta Dental (Plan Year is July to July):	100/90/90/90 Ortho ($2500) $2000 Maximum for Class I & II, III

Plan C – For employees electing Essentials by MESSA health insurance.

Health: Essentials by MESSA
In-Network Deductible: $375/$750
In-Network Coinsurance: 20%
Out of Network Deductible: $750/$1500
Online Visit: $10, Office Visit: $25, Specialist Visit: $50
Urgent Care: $50, Emergency: $200
Out-Of-Pocket Maximum: ~~$7900/$15,800~~ $9200/$18400
RX Drug Co-pay: EbM
Adult Immunization
(Includes $5,000 AD&D basic term Life)

Negotiated Long Term Disability:
70%
$3000 Monthly Maximum Benefit
90 Calendar Days Modified Fill
Pre-Existing Condition Waiver - Yes
Freeze on Offsets - Yes
Alcoholism/Drug Addiction - same as any other illness
Mental/Nervous Condition - same as any other illness
Two Year Own Occupation

Negotiated Life: $45,000 with AD&D

Vision (Plan year is July to July):
VSP-3 Plus Platinum 250CL

Delta Dental (Plan Year is July to July):
100/90/90/90 Ortho ($2500)
$2000 Maximum for Class I & II, III
2 Cleanings, Sealants

ARTICLE 16

LEAVES

A. Each member is granted a total of fourteen (14) school days personal leave per year. Unused personal leave days may accumulate to one hundred thirty-two (132) school days. For any one (1) illness and/or disability that extend beyond fourteen (14) school days, the teacher shall upon

request provide the District with a written statement from his/her doctor verifying the need for leave except as otherwise required or permitted by the FMLA.

B. An Employee who takes an unpaid leave of absence for at least twenty (20) consecutive work days for disability leave or parental leave shall have his/her insurance paid for the remainder of the month in which the leave commences only, unless the Employee is eligible for extended coverage under any state or federal law.

   a. An Employee who has exhausted his/her personal leave and who takes unpaid leave (which is not covered under any state or federal law) of less than twenty (20) consecutive days will have his/her Employer contributed insurance premiums paid for the day(s) of unpaid absence on the condition that the Employee's absence is supported by a physician's statement verifying the necessity for the Employee's absence on the day(s) in question.

   b. For all other unpaid leaves (or if an Employee is absent without leave), the Employee will be responsible for the entire daily insurance premium amount, which shall be calculated at 1/20th of the full monthly premium amount for each unpaid leave day or a reduction of 1/20th of their cash in lieu.

   c. Any amounts owned by an Employee for insurance premiums under this provision will be payroll deducted. In the event that the Employer is unable to make the payroll deduction due to insufficient earnings of the Employee, the Employer has the right to other legal recourse to collect the amounts for which the Employee is responsible.

C. The presence of the classroom teacher is the single most important factor in determining the success of the instructional program. The absence of the regular teacher interrupts the learning program and is a direct harm to the children. A substitute teacher breaks the continuity of the day-to-day work in his/her class. Due to this, administration may require a pre-disciplinary meeting with a bargaining unit member for an identified pattern of excessive absence. If the identified pattern of excessive absence continues after the pre-disciplinary meeting, the administration may discipline the bargaining unit member by placing a letter of discipline in their personnel file documenting the pre-disciplinary meeting and detailing the continued absence pattern. If the pattern continues further, additional discipline may be necessary.

D. Each member shall be granted bereavement days to be deducted from the personal leave bank due to a death in the following instances:
   a. Up to five (5) days in the immediate family of the member. Immediate family is defined to be spouse/significant other (including his/her family), children, parents, grandparents, grandchildren, siblings, aunts, uncles, nieces, nephews or any person for whom the member had primary financial or physical responsibility.
   b. Up to one (1) for the death of a person deemed significant by the member.

E. Teachers who teach less than a full year shall have that year's fourteen (14) days prorated at one (1) day per month of employment or seven (7) days per semester.

F. If a teacher leaves the system during the school year and has used more personal leave days than their employment entitles them to, they shall have an adjustment made in the form of a deduction for the unearned personal leave days which were paid.

G. Personal leave day does not include days in which a person receives any type of compensation during that day, with the exception of civil service obligations (jury duty, military leave, etc.).

H. Teachers on FMLA leaves will not accrue personal leave days or receive any increments or any other fringe benefits during that leave unless required by FMLA. If absence due to injury or illness which is covered under the Michigan Worker's Compensation Act occurs the Board agrees to pay the difference between the Michigan Worker's allowance and the teacher's salary for the period equal to the teacher's accumulated unused personal leave day allowance.

I. Professional development days may be granted by the Principal upon application of the teacher to attend an education conference.

J. The Association shall have six (6) days available to be used by the teachers who are officers or agents of the Association. The cost of substitutes shall be billed to the Association by the Board of Education. Officers or agents of the Association shall be defined to be the president, the negotiation team, the building representative, a delegate to the Representative Assembly, the secretary, the treasurer or others on approval by the administration.

K. Unpaid Leaves

1. Military Leave: A military leave of absence shall be granted in accordance with applicable state and federal law to any Bargaining Unit member who is inducted or enlists for military duty in any branch of the armed forces of the United States, or enlists, volunteers, is called up or otherwise makes himself/herself available for active duty in the National Guard or Reserve. The duration of the leave shall be for the duration of the induction, enlistment, call-up or other period of active duty service. The Employer shall continue any and all contractual benefits for the Bargaining Unit member's family during any period of active duty.

2. General Leave: A leave of absence not to exceed one (1) year may be granted to a tenure teacher with a minimum of four (4) consecutive years teaching experience in the Marion Public Schools for the purpose of, by way of illustration and not limitation, participation in an exchange program, foreign or military teaching program, the Peace Corps, Teacher Corps or Job Corps as a full-time participant, cultural travel or work program related to the teacher's professional responsibilities or engaging in a full-time program at an accredited college or university.

3. Request for leave: A request for a leave of absence shall be in writing, sent to the Superintendent and include the purpose for the leave along with the anticipated beginning and ending dates of the leave. Unpaid leaves under this article, section "b", will not include benefits other than those provided through COBRA.

Application for unpaid leaves of absence is subject to the following conditions:

a. An application for such leave shall be, if possible, submitted to the Director of Personnel or designated representative, a minimum of sixty (60) calendar days before the leave begins.

b. An applicant must provide related information regarding the leave that is requested by the District.

c. Before approval is given, a certified and qualified replacement must be available for the period of time of the requested leave.

d. Except in unusual circumstances, unpaid leaves of absence are expected to start at the beginning of the school year.

e. The approval of the application shall be the responsibility of the Superintendent.

f. The teacher shall notify the District by March 1st of his/her intent to return. Failure to do so will constitute a resignation from his/her position.

4. Return from Leave: In the application, the teacher may request that he/she be returned to the same position held before the leave. In such cases, the teacher will be notified of their return to the same position when the leave is granted.

   a. If the position is not available (such as an elimination of the position), the teacher will be given a position for which he/she is certified and qualified.

   b. Upon return, the teacher shall be placed at the next consecutive step on the salary schedule and shall retain all accumulated personal leave. They will not accumulate seniority in the District on unpaid leave.

ARTICLE 17

PERSONAL LEAVE DAY BANK POLICY

A. The faculty shall deposit a number of personal leave days to the Marion Teachers' Personal Leave Day Bank which the Board will match to a maximum of one hundred eighty (180) days per year. The maximum contribution of the Board shall not exceed five hundred forty (540) days with no more than one hundred eighty (180) days deposited during any one year. The faculty may deposit any number of days beyond the one hundred eighty (180) days per year.

B. Drawing against the Personal Leave Day Bank shall be permitted only for days that the teacher is expected to be in session.

C. No individual may draw more than ninety (90) days from the Personal Leave Day Bank for any one incident, nor more than one hundred eighty (180) total maximum over the period of time with the Marion Public Schools.

D. By May 30 of each school year, the Association shall deliver to the Administration a roster of Personal Leave Bank contributions.

E. A tenured or non-tenured teacher may draw on the bank for personal leave anytime his/her absence exceeds five (5) consecutive school days and his/her personal leave is exhausted. The exception being when the teacher can present a doctor's statement to the effect that an intermittent absence is for the same cause and will count for the five-day limit.

F. The Personal Leave Day Bank Committee will control the Personal Leave Day Bank and retroactive withdrawals. The Committee shall consist of three (3) Bargaining Unit members to be elected by the Association; two (2) School Board Members and the Superintendent. Granting of Personal Leave Day Bank withdrawal and retroactive pay shall be a secret ballot with each member of the committee having one (1) and only one (1) vote. A simple majority of the vote will rule. The committees shall maintain the confidentiality of medical information received and its decision shall not be grievable.

G. A yearly report of total Personal Leave Day Bank days used, the number of days used by individuals, and the number of total days remaining in the Personal Leave Day Bank shall be given to the Association by September 30.

H. After a teacher has accumulated forty-four (44) personal leave days, he/she may elect to be paid for up to ten (10) unused (from the current school year) personal leave days at the conclusion of that school year. After a teacher has accumulated forty-four (44) personal leave days, and if he/she does not use any of his/her fourteen (14) personal leave days during the school year in which accumulated, he/she may elect to be paid for up to fourteen (14) of those unused days at the conclusion of that school year in lieu of a contribution to the personal bank or personal accumulation. The Board will pay for such unused days equal to current substitute pay. Bargaining unit member must submit proper form to request payment prior to the last day of school.

ARTICLE 18

PERSONAL LEAVE DAY RETIREMENT BENEFIT

A. A retiring teacher will inform the Superintendent's office in writing of the teacher's impending retirement in order to preserve personal leave day retirement benefit. The Board will pay an amount equal to the current substitute rate per day for personal leave days accumulated up to one hundred thirty-two (132) days. The above agreed upon sum shall be paid in one (1) lump sum on or before June 30th of the year of retirement.

B. The Board makes no representations with respect to tax consequence and/or requirement consequence of these payments.

ARTICLE 19

TEACHERS' SALARIES

A. Salaries of the teachers covered by this Agreement are set forth in Schedule A which is incorporated into this Agreement.

B. Paydays shall be every other Friday.

C. Teachers shall have their salary prorated over twenty-six (26) pay periods (or 27 pays in a 27 pay year). The salary schedule is based on the agreed number of days of service

D. Teachers who desire the balance of their pay in a lump sum at the end of the school year shall notify the Superintendent in writing by May 15. Lump sum payments will be paid to those so indicating the last pay period in June.

E. Teachers who enter or leave the school system during the school year shall have their pay prorated as follows: their salary divided by the number of agreed service days in the calendar times their actual number of days of service. Teachers employed after the end of the first semester of the school year shall be raised to the next step on the salary schedule with the first pay of the succeeding school year. For those leaving the system the balance of their salary shall be paid within three (3) weeks of leaving. The balance of authorized dues or fees shall be deducted from the final payment and turned over to the Treasurer of the Association. A newly hired teacher may complete an authorization form for deduction of dues or fees and present it to the Superintendent's office.

F. Teachers absent and not covered by personal leave shall have their pay reduced per diem of the annual rate (as based on the agreed days of service in the calendar) for each day of absence.

G. A tax-sheltered annuity program shall be offered to interested teachers.

H. Schedule B pay for coaching shall be paid one-third (1/3), one-third (1/3), one-third (1/3) at times approximately one-third (1/3), two-thirds (2/3), and at the end of the coaching season for that sport. Other Schedule B pay shall be paid as indicated by the employee on the Schedule B Pay form provided by Central Office at the start of each school year as per Schedule B table, unless otherwise indicated in Schedule B. Schedule B pay forms must be turned in by the last day of school.

I. Any regular class that is offered outside of the regular school day for credit, shall compensate the teacher at a rate of one-nth (1/n) of said teacher's salary; n equals the number of class periods currently at the High School.

J. Any Bargaining Unit Member asked to teach a class during his/her planning period shall be paid at a rate of one-nth (1/n) of said teacher's salary; n equals the number of class periods currently at the High School.

K. The salaries shall be adjusted each semester for college credit verified by official transcript. The teacher shall submit the official transcript to the district 15 days prior to the start of the semester. The district shall adjust the teacher's pay no later than thirty (30) days after the beginning of such semester.

SCHEDULE A

TEACHERS' SALARIES

2026/2027- Wage scale 2.5% Increase from 2025-2026

	BA	BA+20	MA
1	46,313.60	47,496.08	50,696.06
2	46,313.60	47,496.08	50,696.06
3	46,313.60	47,496.08	50,696.06
4	46,313.60	47,496.08	50,696.06
5	48,758.76	50,079.50	53,036.58
6	51,203.88	52,658.35	55,382.80
7	53,651.10	55,241.35	57,722.88
8	56,097.28	57,819.23	60,066.03
9	58,543.34	60,400.18	62,407.13
10	60,992.79	62,983.18	64,751.30
11-14	64,563.34	62,983.18	68,470.00
15-19	65,784.84	67,892.93	69,765.60
20-24	68,288.02	70,461.58	72,390,63
25+	74,083.03	76,858.60	79,384.20

*a reopener for the 2027-2028 school year for salary and benefits

SCHEDULE B

Varsity Football	11%
Assistant Varsity Football	8%
JV Football	8%
Assistant JV Football	6%
JH Football	5%

Assistant JH Football	4%
Varsity Basketball	11%
JV Basketball	8%
9th Grade Basketball	6%
JH Basketball	
• two coaches with two teams	4%
• one coach with two teams	6%
Varsity Volleyball	9%
JV Volleyball	7%
JH Volleyball	
• two coaches with two teams	4%
• one coach with two teams	6%
Girls' Varsity Track	9%
Boys' Varsity Track	9%
Girls' Assistant Track	4%
Boys' Assistant Track	4%
Girls' JH Track	4%
Boys' JH Track	4%
Cross Country	9%
Varsity Softball	9%
JV Softball	7%
Varsity Baseball	9%
JV Baseball	7%
Varsity Competitive Cheer	9%
JH Competitive Cheer	4%
Athletic Director	11%

Percentages are in reference to steps on the BA salary schedule. The steps referred to shall correspond to the number of years the person has coached that sport in an interscholastic setting. If the coaching positions are not filled in any one sport and the employed coaches perform the duties of the vacant positions, the allotted percent based on the base pay shall be divided equally among those performing the duties.

The standard duties of any Schedule B positions may be split between employees and be paid accordingly with mutual agreement by the Superintendent and the Association.

Athletic seasons begin and end as designated by the Michigan High School Athletic Association (MHSAA) schedules.

The following percentage is based on the full schedule (BA, BA+20, and MA) and the person's total credited teaching experience.

Position	Annual Pay	Pay Timetable
JH/HS Music [a]	5%	Split By Semester
Elementary Music [b]	4%	Split By Semester
JH/HS Yearbook	9% if not a class 4% as a class	Quarterly
Elementary Yearbook	1%	Quarterly
Academic Competitive Team Coach[1]	2%	Twice per season
HS Sideline Cheer	3%	Thrice per season
JH Sideline Cheer	1%	Thrice per season
E-Sports, per season, max of 2 seasons	2%	Twice per season
OYAC, Osceola Youth Advisory Council	1%	Quarterly
Plays outside class time	3%	After Completion
Website Editor	3%	Quarterly
Librarian	3%	Quarterly
Class Advisor (one advisor per class)		
• Seniors	$1000	Quarterly
• Juniors	$1000	Quarterly
• Freshman, Sophomore	$750	Quarterly
District School Improvement Chair	2%	Split By Semester
School Improvement Committee Member	1% per person	Split By Semester
SLS Advisor	2%	Quarterly
National Honor Society	1.5%	Quarterly
MPACT (per advisor, up to 2)	4%	Quarterly
Testing Coordinator (1 per building)	2%	Upon Completion
After School Tutoring / Summer Program	$25 per hour	Bi-Weekly Timesheets
Special Education Coordinator	3%	Quarterly
Mentor Teacher	2% per mentee	By Semester
Home Event Manager	$45 per event	Bi-Weekly Timesheets
Lunchtime Supervision at High School	$22.50 per lunch	Bi-Weekly Timesheets
Homebound Student Instruction	$40 per hour	Bi-Weekly Timesheets
Attendance at Regular Athletic Events	Family Pass	
Title I Director	6%	Split By Semester

[1]Schedule B pay for positions with [1] is considered to be for one (1) coach unless mutual agreement by the Superintendent and the Association determines more than one coach is to be paid due to workload of managing the team.

[a] JH/HS band and/or choir includes involvement such as Solo & Ensemble, Honors Band, pep band, parades, at least 2 concerts, caroling, community singing National Anthem at sporting events, and other summer activities
[b] Includes 2 or more elementary programs

It shall be understood by both parties that Schedule B applies only to positions that the majority of the work is done outside the normal work day as defined in Schedule D, or additional work is required outside the normal school year.

The Board will notify the Association President of any newly created or anticipated Schedule B positions. Negotiations on such positions shall commence five (5) days before the position is filled.

Schedule B positions shall be posted internally prior to posting for outside applicants. First consideration will be given to Bargaining Unit members.

Note: Schedule B pay rates need not be utilized for non-bargaining unit members. The above rates will not be exceeded when employing non-bargaining unit members in Schedule B positions.

SCHEDULE C

A Bargaining Unit member with at least ten (10) years of active service with Marion Public Schools and at least twenty (20) years of total active service shall be eligible to be placed on Schedule C. Active service does not include purchased service credit.

The eligible Bargaining Unit member must notify the superintendent by July 1 of the previous school year for Schedule C compensation to begin the next school year. The additional salary will be added to the Bargaining Unit member's annual base salary and spread out over twenty-six (26) pays (or 27 pays in a 27 pay year). A Bargaining Unit member may not receive retroactive Schedule C payments.

Schedule C Payment Plan

Year One:	$2,500
Year Two:	$3,500
Year Three:	$4,000

A Bargaining Unit member who resigns with an effective resignation date of three (3) school years or less will be placed on Schedule C at the time his/her resignation is accepted by the Board of Education. A Bargaining Unit member may apply for Schedule C for a maximum of three (3) years.

The eligible Bargaining Unit member will be entitled to any other provisions (such as personal day retirement benefits) as described in this contract. By July 1, the eligible Bargaining Unit member will meet with his/her supervisor to develop an individual mutually-agreed-upon written plan to support District goals. This plan will include at least one (1) of the following activities: Mentoring; presenting or assisting in professional development activities; or participation in positive public relations.

Upon request from the participating Bargaining Unit member, the Board of Education may, at its discretion, consider the rescinding of Schedule C participation based upon catastrophic circumstances or circumstances beyond the participating Bargaining Unit member's control.

ARTICLE 20

CALENDAR

The calendar shall be included in this agreement and will include a list of Bargaining Unit member workdays, student contact days, and teacher orientation/preparation day(s).

Bad weather days shall be made up in excess of those hours covered in the State School Aid Act & Revised School Code. Interruptions to the school calendar for reasons other than weather shall be made up if necessary to meet the required hours under the State School Aid Act & Revised School Code. These days are to be made up by mutual agreement of the Board and Association.

ARTICLE 21

IN-DISTRICT RESIDENCY/SCHOOL OF CHOICE

Teachers residing within the Marion School District or placing their children (via school of choice) in Marion Schools will receive a two percent (2%) increase in their teaching salary for the school year.

ARTICLE 22

PROFESSIONAL DEVELOPMENT

A. Revised School Code Requirements

Professional Development Days shall be provided by the Board in compliance with Section 1527 of the Revised School Code. Such days are to be scheduled and planned jointly by representatives of the Board and the Association, each elected by their appropriate methods. Professional development days scheduled other than those provided for in Article 22 are to be compensated at a rate equal to the current substitute teacher pay per day.

B. Curriculum Work

A need for certified staff members to work on curriculum development, school improvement plans, pilot programs or other non-instructional work occasionally arises. A Bargaining Unit member, who voluntarily agrees to perform this type of work beyond the school day and is approved by his/her supervisor, will be paid in the amount of twenty-five dollars ($25.00) per hour. These funds will be paid if not paid via other outside funding sources.

C. Graduate Credit

The Board will pay up to $1200 per teacher per year for the cost of tuition. The classes must be approved in advance by the Superintendent/designee and must apply to the teacher's present or projected future teaching/administrative assignment. Teachers must receive a minimum grade of "B" to receive reimbursement. All requests for reimbursement of tuition, with proof of successful

passing of the class, shall be made in writing to the Superintendent and be submitted not later than June 15th.

D. Certification Reimbursement

The Board will pay up to two hundred dollars ($200) per year for certification renewal or endorsements related to current or future teaching assignments. Teachers must provide proof of endorsement receipt and payment.

The Board will reimburse a teacher for any special training programs deemed necessary by the Administration. The Superintendent must approve such class work prior to the teacher's enrollment in the program.

ARTICLE 23

TECHNOLOGY PROTECTION

A. Computer Use Protection

Teachers will not be responsible for problems that arise out of accidental Internet use.

B. Surveillance Protection

1. At the start of each school year, each building administrator shall provide a walk through for the MSEA building representative indicating the location of each surveillance device.

2. In the event that additional devices are added, the MSEA shall be consulted prior to installation.

3. The use of eavesdropping and similar surveillance procedures shall not be used by the District.

4. District surveillance equipment will be used for building and student safety only.

SCHEDULE D

BUILDING SCHEDULES

Monday, Tuesday, Thursday, and Friday Building Schedules

Building	Staff Start Time	Instructional Day Begins	Instructional Day Ends	Staff End Time
Elementary	7:50 am	8:00 am	3:00 pm	3:10 pm
Jr/ Sr High School	7:40 am	7:50 am	2:50 pm	3:00 pm

Wednesday Building Schedules

Building	Staff Start Time	Instructional Day Begins	Instructional Day Ends	Staff End Time
Elementary	7:50 am	9:00 am	3:00 pm	3:10 pm
Jr/ Sr High School	7:40 am	8:50 am	2:50 pm	3:00 pm

SCHEDULE E

Seniority Listing of Teachers

August 2026

EMPLOYEE	YEAR OF HIRE	DATE OF HIRE	DEGREE/STEP	STEP+/YEARS++
Elizabeth Fisher#	86-87	8-25-86	BA+20	41/41
Michelle Henderson#	89-90	8-09-89	BA+20	38/38
Mary Bell#	95-96	7-19-95	MA	32/32
Stephen Henderson#	95-96	9-08-95	MA	32/32
Heather Deighton#	96-97	6-20-96	BA+20	32/31
Jill Quist*#	98-99	8-14-98	BA+20	30/29
Melissa Horstman#	99-00	6-10-99	BA+20	28/28
Nicole McCrimmon#	09-10	7-21-09	BA	24/18
Stacy Baker#	09-10	9-14-09	BA+20	30/18
Andrew Pluger#	15-16	8-26-15	BA	12/12
Tracey Clark	17-18	8-23-17	BA+20	9/9
Stephanie Louwers*#	17-18	8-23-17	BA+20	10/10
Chad Grundy#	18-19	6-20-18	BA+20	19/9
Christopher Mayer#	19-20	6-11-19	MA	13/8
Stephanie Merrifield#	20-21	6-9-20	BA	13/7
Breanna Russell	21-22	5-18-21	BA	6/6
David Mullin	21-22	6-22-21	MA	7/6
Clara Umbreit	22-23	8-16-22	BA	6/5
Jaimie Jones	23-24	6-20-23	BA	4/4
Sherry Garrett*	23-24	6-20-23	MA	8/4
John Judd	23-24	7-18-23	MA	6/4
Kiya Smallegan	24-25	5-21-24	BA+20	3/3
Brandy Pluger*	24-25	6-17-24	BA+20	19/3
Sarah Pluger	24-25	6-17-24	BA	7/3
Greg Seiter	24-25	7-15-24	BA+20	19/3
Olivia Stewart	25-26	6-23-25	BA	2/2
Samuel Pentces	25-26	8-22-25	BA	2/2
Jason Stange	25-26	10-20-25	MA	29/1
Grace Sundquist	26-27	6-8-26	BA	1/1
Christopher Casey	26-27	8-3-26	MA	3/1

*Recorded in contract book after other person of same date

+Step means the step you are being paid at on the salary schedule.

++Years means the actual number of years working at Marion.

#Each Bargaining Unit Member, hired prior to the 2020-2021 school year, will be paid 5 compensation days at the current substitute teacher daily rate upon retirement from Marion Public Schools. They shall be paid within 30 days after employment with the district ends.

ARTICLE 24

NEGOTIATION PRACTICES AND DURATION OF AGREEMENT

This Agreement incorporates the entire commitment 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 amendments to this Agreement.

Should any portion of this Agreement or any application of this Agreement be found contrary to law or any rule or regulation of the State Department of Education, that portion shall be null and void. The remainder of this Agreement shall remain in full force and effect. The MSEA and Board shall meet to bring this Agreement into compliance with new rulings or regulations.

No employee will be discriminated against so as to limit, segregate, or classify said person in any way that would deprive any individual of employment opportunities or adversely affect their employment status (firing, compensation, terms, conditions) in accordance to MCL section 37.2202 or membership in or association with the activities of the Association.

The Board agrees to furnish the Association with such information as required for the representation of its members.

The duration of this agreement shall be from August 18, 2026-August 17, 2028. This agreement shall be extended only by mutual written and signed agreement of the parties.

Marion Board of Education

Board President — Date 8-27-26

Board Secretary — Date 9/2/26

Board Negotiating Team

Danyel Prielipp, Tammi Ballew-Hoffman, Ryan Raymond, Terry Kischnick, Katrina Bontekoe, Shelly Laughlin-board secretary

Marion Schools Education Association

MSEA President — Date 9/2/2026

MSEA Chief Negotiator — Date 9/2/2026

MSEA Negotiating Team

Heather Deighton, Michelle Henderson, Chris Mayer, Jill Quist, Breanna Russell