

MASTER AGREEMENT

By and Between

The Board of Education

of the

MID PENINSULA SCHOOL DISTRICT

Rock, Michigan

and the

**Mid Peninsula Education
Association/MEA**

2019-2020

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MID PENINSULA EDUCATION ASSOCIATION AGREEMENT 2019-2020

This Agreement entered into this 1st day of July 2019 by and between the Mid Peninsula Education Association, a voluntary, unincorporated association, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA", and the Mid Peninsula School District, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

ARTICLE I - RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative for professional personnel; i.e., regular, full and part-time teachers, whether under contract, either verbal or written, on leave, or on a per diem, hourly or class-rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly create professional positions unless the positions are principally supervisory and administrative. Such representation shall exclude Superintendent, Principals, Assistant Principals, Athletic Director, and any other person engaged more than 50 percent of the time in the direct administration and supervision of professional personnel. 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 teachers shall include female and male teachers.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II - WITNESSETH

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

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

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

ARTICLE III - CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes that threaten to interfere with such operations. Since the parties are establishing 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 as said term is defined by the Public Employment Relations Act.

The Board also agrees that it will not during the period of this Agreement directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God. When schools are closed to students due to the above conditions, teachers shall not be required to report to duty; however, teachers will be required to meet the 1098 hours of student instruction or more as required by law at no additional cost to the district.

ARTICLE IV - FEES & PAYROLL DEDUCTIONS

A. Upon appropriate written authorization from the teacher the Board shall deduct from the salary of any teacher and make appropriate remittance for approved annuities, credit union, insurance, or any other plans or programs jointly approved by the Association and the Board.

B. This Article will be effective retroactively to the date of the Agreement, and all sums hereunder shall be determined from said date.

ARTICLE V - SCHOOL CALENDAR

The parties agree that the Board of Education has the sole right and authority to establish the starting date of each school year and that all other aspects of the school calendar are negotiable including length of the school year (within the requirements of the law) and further agree that the school calendar shall be set forth in Appendix A. Any deviation shall be by mutual consent. The school calendar shall be coordinated with the Intermediate School District. Machinery for insuring its mutuality shall be established between the school districts and the associations.

In-service days shall be added to the state's required 1098 hours calendar in order to improve instruction and curriculum. This does not include professional development hours that are already counted by the state.

The term "vacation" should not appear in the calendar; "recess" is preferred.

ARTICLE VI - PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by a teacher of the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement of any rule, order, or regulation of the Board may be processed as a grievance as hereinafter provided.

INFORMAL LEVEL

A. In the event that a teacher believes there is a basis for grievance, he/she shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.

STEP I

A. If as a result of the informal discussion with the building principal a grievance still exists, the teacher may invoke formal grievance procedure through the Association on the form set forth in annexed Appendix B signed by the grievant and a representative for the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal within 20 days of discovery of the alleged contractual violation. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or a representative designated by him.

B. Within ten (10) calendar days of receipt of the grievance the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the

grievance in writing within ten (10) calendar days of such meeting and shall furnish a copy thereof to the Association.

STEP II

A. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee or if no disposition has been made within five (5) working days of such meeting [or ten (10) calendar days from the date of filing, whichever shall be later], the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or within two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association. Utilization of this step of the grievance procedure shall be optional with the Association. If in the opinion of the Association there would be no useful purpose derived out of the utilization of this step, the Association may bypass said step and proceed to its next level. The Association shall notify the Board of its intention in this regard within the time limits herein specified.

STEP III

A. If the Association is not satisfied with the disposition of the grievance by the Board or no disposition has been made within the period provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date, the 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 such arbitration proceeding 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.

MISCELLANEOUS

- A. The fees and expenses of the arbitrator shall be shared equally by the parties.
- B. If any probationary or tenure teacher for who a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he/she shall be reinstated with full reimbursement of all professional compensation lost. If any teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- C. The time limit provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- D. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

E. If the Board refuses to arbitrate a grievance arising under his Agreement, the arbitrator appointed according to the above grievance procedure shall proceed on an ex-parte basis. If the Association refuses to arbitrate a grievance arising under this Agreement, the arbitration shall be dropped.

F. For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative, or legal proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his personnel file and any other files or records of the Board which pertain to the teacher or any issue in the proceeding in question. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.

ARTICLE VII - VACANCIES, PROMOTIONS AND TRANSFERS

A. A vacancy shall be defined for purposes of this contract as a situation where an employee previously held a vacant position or when a new position covered by this Article is created.

B. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association and post notice of same on bulletin board in each school building for no less than two (2) weeks before the position is filled.

◆ Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:

a) Teachers with specific interests in possible vacancies will notify the Personnel Office or Director of their interest, in writing, during the last regular week of school and shall include their summer address.

b) Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Personnel Office or Director and notified of the vacancy.

c) The teachers so notified shall have the responsibility of contacting the Personnel Office or Director indicating their interest in said position within three (3) days of receiving such notification.

C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is

anticipated, the Superintendent shall promptly notify the Association and post notice of same on bulletin board in each school building for no less than two (2) weeks before the position is filled.

◆ Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:

d) Teachers with specific interests in possible vacancies will notify the Personnel Office or Director of their interest, in writing, during the last regular week of school and shall include their summer address.

e) Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Personnel Office or Director and notified of the vacancy.

f) The teachers so notified shall have the responsibility of contacting the Personnel Office or Director indicating their interest in said position within three (3) days of receiving such notification.

g) Any teacher who shall be transferred to an administrative or executive position and later shall return to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer. Seniority will be applied as defined in Article XIII, Section F.

h) A teacher who holds a degree when entering the services of the Mid Peninsula Schools will be allowed up to two (2) years seniority for teaching in other systems providing he/she held a degree during those years. The Association will allow individual teachers to negotiate with the Board for credit beyond two (2) years.

ARTICLE VIII - ASSOCIATION RIGHTS

A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of schoolrooms before commencement of the school day nor until 6 p.m.

B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

C. The Association shall be the only teacher organization having the exclusive right to use school facilities and equipment including calculating machines and audio-visual equipment at reasonable times when such equipment is not otherwise in use. (The Association shall pay for the reasonable cost of all materials and supplies incident to such use.)

D. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one (1) of which shall be provided in each school building. The Association may use the district mail service and teacher mailboxes for communication to teachers.

E. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets, agendas and minutes of all Board meeting), treasurer's reports, census and membership data, names and addresses

of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

F. The Board may 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 may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

G. The rights granted herein to the Association shall not be granted or extended to any competing labor organizations.

D. The Board shall place on the agenda of each regular Board meeting as the first item for consideration under "New Business" any matters brought to its attention by the Association so long as those matters are made known to the Superintendent's Office five (5) working days prior to said regular meeting.

ARTICLE IX - PROFESSIONAL QUALIFICATIONS & ASSIGNMENTS

- A. The District shall follow all rules and regulations established by the Michigan Department of Education (MDE) and the State of Michigan regarding professional qualifications and assignments within this contract.

- B. All teachers shall be given written notice of their tentative assignments/schedules for the forthcoming year no later than the 15th day of August preceding the commencement of the school year unless an emergency situation requires change, and the teacher(s) shall be notified in each instance.

- C. Any assignments in addition to the normal teaching schedule during the regular school year including driver education, extra duties enumerated in Appendix D, and summer school courses shall not be obligatory but shall be with the consent of the teacher

ARTICLE X - TEACHER EVALUATION & PROGRESS

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

A. A teacher will have the right to review the contents of all records of the district pertaining to said teacher originating after original employment and to have a representative of the Association accompany him/her in such review.

B. No material originating after original employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in

his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

C. Any complaint made against a teacher or person for whom the teacher is administratively responsible by any parent, student, or other person will be promptly called to the attention of the teacher to the extent permitted by law.

D. If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be entitled to have a representative of the Association present.

E. L. Any disciplinary action taken against a teacher shall be appropriate to the behavior that precipitates said action.

ARTICLE XI - REDUCTIONS IN PERSONNEL. SENIORITY. & RECALL

A. No later than thirty (30) days following the ratification of this Agreement and a maximum of once each year thereafter a seniority list shall be prepared upon the request of the Association. All teachers shall be ranked on the list in the order of their beginning date of employment.

B. In the circumstance of more than one (1) individual teacher beginning employment on the same date all individuals so affected will participate in a drawing by lot to determine position on the seniority list. The Association and teachers so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and the Association to be in attendance.

C. Seniority shall continue to accumulate when teachers are on layoff, military, study, health, or other authorized leave or a period not to exceed two (2) years.

D. Seniority for regular part-time teachers will be given on the following basis:

1. Teachers employed over fifty percent (50%) contractual teaching time will be given full year seniority.

2. Teachers who are employed for fifty percent (50%) or less contractual teaching time will be given one-half (1/2)-year credit toward seniority.

F. Administrators will not receive credit towards seniority even though they may be assigned to teaching up to full time. Seniority earned prior to becoming an administrator will be maintained.

G. All seniority is lost when there is both a severance of employment and a break in service; however, seniority is retained if a severance of employment and a break in seniority is due to layoff. In such cases, teachers so affected shall retain all seniority that has been accrued as of the effective day of layoff.

ARTICLE XII - 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.

B. The District shall not adopt, implement, or maintain a policy for discharge or discipline of an employee that includes a standard for discharge or discipline that is different than the arbitrary and capricious standard provided under section 1 of article IV of 1937 (Es Sess) PA 4, MCL 38.101.

ARTICLE XIII - PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work or advanced degrees or special studies, and participation in community, state, and federal educational projects.

B. The Board may appropriate monies for teachers desiring to attend selected professional conferences. All teachers desiring to attend said conferences shall apply to the Board who shall make final determination as to approval or disapproval to said application. Criteria to be used in making said decision shall include, but not be limited to, needs of the district, areas of specialization of the

teacher, validity of the proposed program, and number of conferences or seminars attended by the applicant as opposed to other applications for other programs.

ARTICLE XIV - MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the lectors of the District, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and voted in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:

- A. To exclusive management and control of the school system, its property, facilities, operations, and affairs.
- B. To hire all employees subject to the provisions of law; to determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling, including business or school hours or days, of all employees; to promote or transfer all employees; to determine the size of the working force; and to assign duties to and to direct all employees.
- C. To establish grades and course of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
- D. To decide upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature.
- E. To make and change rules and regulations not inconsistent with the terms hereof.
- F. To determine services, supplies, and equipment; to determine all methods and means of distributing, disseminating, or selling its services, methods, scheduling, and standards of operation;

to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.

G. To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments or divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

H. To determine all financial practices and policies, including all accounting procedures and all matters pertaining to public relations of the school system and its programs as opposed to Association matters.

I. To determine the size of the management organization, its functions, authority, and amount of supervision and table organization.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, 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 are in conformance with the Constitution and laws of the United States and the State of Michigan.

Section 164h (1)(d) of PA 108 in 2017

In order to comply with Section 164h (1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1 of each year. Such policy shall not, in any way, alter the provisions contained in this Collective Bargaining Agreement.

ARTICLE XV - TEACHER INSTRUCTIONAL AIDE RELATIONS

(This section does not refer to General School Teachers Aides.) A. The Board may employ instructional aides to assist teachers in reinforcing instructional activities: making and/or securing instructional materials, keeping school records, maintaining a proper instructional environment, inventory, ordering, and storing or filing classroom supplies and materials, and in the supervision of students. A detailed job description shall precede the employment of any aide. The teachers to whom the aides are assigned shall develop such a job description.

A. In order for the teacher to make best utilization of an instructional aide, a detailed schedule must be provided for every aide in every program; such schedule to be worked out jointly by the teachers and the aides.

B. (Assignment and Supervision) An instructional aide shall be supervised by the teacher(s) to whom he/she is assigned; and teachers to whom aides are assigned shall have full authority to direct the activities of aides, to evaluate effectiveness of the aide, and to make recommendations as to continued employment status for the aide.

C. (Pre-service Training) Each instructional aide shall receive an orientation to the school district through instruction in expectations of the position to which he/she will be assigned and training in how to perform duties and responsibilities that will be assigned her/him. A committee of teachers, aides, and administrators shall develop the pre-service training program. Teacher members of the

committee shall be appointed by the Association and shall be given released time for the purpose of meeting with the committee.

D. (Continuing Education) The Board shall provide a continuing education program for instructional

aides. The continuing education program shall be individualized to meet specific needs of the aide and shall have as its goals the development and maintenance of:

- Necessary job-related skills (such as reinforcement activities in reading, writing, math, and spelling);

Skill in utilizing audio-visual, duplicating and school equipment;

Skills necessary in working effectively with students and with other members of the instructional team;

Skills necessary to adequate performance of other responsibilities which may be assigned; and

- An understanding of new developments in education.

ARTICLE XVI - TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act the Board hereby agrees that every employee of the Board 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. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any right conferred by the Act or

other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General 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 teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.

D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status, or national origin.

ARTICLE XVII - ACADEMIC FREEDOM

A. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities.

ARTICLE XVIII - TEACHER PROTECTION

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

B. If any teacher is complained against or sued as a result of any legal action taken by the teacher while in pursuit of his/her employment, the Board may underwrite the cost of legal counsel to be selected by the teacher and render all necessary assistance to the teacher in his/her defense.

C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

D. The Board may reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises.

E. No action shall be taken upon any complaint by a parent of a student directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

F. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year. In the absence of a published school district policy state law regarding corporal punishment shall be followed. A teacher may at times use force as is necessary to protect himself/herself, a fellow teacher or administrator, or a student from attack, physical abuse, or injury. The Board agrees to indemnify teachers against any damages, fines, legal fees or other costs as a consequence of any act or omission authorized by a written statement of the Board or by the provisions of this paragraph.

G. Any teacher or superintendent may use such physical force as may be necessary to take possession from any pupil of any dangerous weapon carried by him/her.

H. No teacher or superintendent shall be liable to any pupil, his/her parent or guardian in any civil action for the use of physical force on the person of any pupil for the purposes prescribed in Section G above except in case of gross abuse and disregard for the health and safety for the pupil.

I. In regards to evaluation, minor incidents while covering for another staff member, will not adversely affect final evaluations.

ARTICLE XIX - INSTRUCTIONAL MATERIALS

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees to all times keep the schools reasonably equipped and maintained.

Instructional materials used in the school district shall be used to reflect the multi-ethnic nature of our society.

- I. The suggestion by omission or commission or by over or under emphasis that any racial, religious, or ethnic segment of the population is more or less capable or more or less important is to be used to point out the prejudicial nature of our society.
2. Comprehensive materials which represent the contribution and achievements of minority groups in art, science, history, literature, and all life and culture should be apparent in the design of materials.

A materials center shall be maintained and charged with the responsibility for seeking multi-ethnic materials related to study units being taught. The center shall also develop and maintain a current list of resource centers and persons within and outside the community.

ARTICLE XX - SCHOOL EQUIPMENT

The Board will provide if possible:

1. A separate desk for each teacher in the District with a lockable drawer space.
2. Closet space for each teacher to store coats, overshoes, and personal articles.
3. Chalkboard space in every classroom.
4. Copies exclusively for each teacher's use of all texts used in each of the courses he/she is to teach.
5. A complete and unabridged dictionary made available for every classroom.
6. Storage space in each classroom for instructional materials.
7. Attendance books, paper, pencils, pens, chalk, erasers, and other such materials required to daily teaching responsibility.

The Board agrees to make available in each school adequate typing, duplicating, stenciling facilities, a copying machine, and clerical personnel to aid teachers in the preparation of instructional material.

ARTICLE XXI - TEACHING FACILITIES

- A. The Board shall make a reasonable effort to meet the State health, building, and safety requirements.

- B. The Board whenever possible should make available in each building properly trained personnel and equipment necessary to ensure proper first aid treatment for the teachers and the students.
- C. The Board shall make available in each school lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one (1) room furnished which shall be reserved for use as a faculty workroom. Provisions for such facilities will be made in future building.
- D. Off-street parking facilities shall be provided and properly maintained and identified exclusively for teacher use.
- E. Telephone facilities shall be made available to teachers for their reasonable use.

ARTICLE XXII - TEACHING HOURS

- A. Teachers are required to report for duty at least 25 minutes before the start of classes for each regular school day and shall be permitted to leave five (5) minutes after the close of the pupils' regular school day. However, teachers are encouraged to remain for a sufficient period of time after the close of the pupil's school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations the teachers' day shall end at the close of the pupils' day.

- B. Teachers' may be expected to attend building meetings. Such meetings shall not be scheduled more than twelve (12) times in one (1) year and shall not exceed one (1) hour in duration.
- C. The normal weekly teaching load in the junior and senior high schools will be thirty (30)-teaching periods and five (5) unassigned preparation periods. Without his/her consent no teacher shall be assigned to more than thirty (30) hours of pupil contacts per week. Assignment to a supervised study period shall be considered a teaching period for purposes of the Article. The normal teaching load in the elementary schools shall not exceed 30 hours of pupil contact per week.
- D. All teachers shall be entitled to a duty-free, uninterrupted lunch period.
- E. Elementary teachers will be provided recess time equal to 1/2 hour each day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists unless relief time of an average of five (5) class period per week is exceeded, then additional assignment may be made by the Board.
- F. Teachers of music, art, physical education and laboratory sciences, librarians, speech therapist, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.
- G. No departure from these norms except in case of emergency shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of

such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

- H. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiations, including arbitration, shall be released from regular duties without loss of salary.

ARTICLE XXIII - TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to insure 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 the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible.

ARTICLE XXIV - PROFESSIONAL, PERSONAL AND ASSOCIATION

LEAVE

- A. At The beginning of every school year each teacher shall be credited with four (4) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her immediate supervisor at least three (3) days in advance except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, vacation period, or emergency; and reasonable restrictions

may be imposed on personal leaves on such days. Not more than two (2) elementary (K-6) and two (2) high school (7-12) teachers shall be granted leave on the same day unless approved by the administration. Deadline for non-emergency personal leave is two weeks prior to the last scheduled day of instruction. Unused personal days may accumulate up to six (6) days, and further accumulation will be added to accumulated sick leave not to exceed 180 days as specified under "Illness and Disability".

- B. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary for such time. If the teacher is reimbursed for second duty, any remuneration will be paid to the school or the teacher may take it as a day of personal business.

ARTICLE XXV - SABBATICAL LEAVE

- A. The District shall follow the provisions of MCL 380.1235 of the School Code which states:
- (1) After a teacher has been employed at least 7 consecutive years by the board of a school district, and at the end of each additional period of 7 or more consecutive years of employment, the board may grant the teacher a sabbatical leave for professional improvement for not to exceed 2 semesters at 1 time, if the teacher holds a permanent, life, or continuing certificate or is engaged in teaching in a college maintained by the board. During the

sabbatical leave, the teacher shall be considered to be in the employ of the board, shall have a contract, and may be paid compensation as provided in the regulations of the board. The board shall not be liable for death or injuries sustained by the teacher while on sabbatical leave.

(2) A teacher shall be allowed credit toward retirement for time spent on sabbatical leave under regulations established by the Michigan Public School Employees Retirement Board.

(3) Upon return from a sabbatical leave a teacher shall be restored to the teacher's position held prior to sabbatical leave to a position of like nature, seniority, status, and pay. The teacher shall be entitled to other benefits provided under regulations of the board.

ARTICLE XXVI - UNPAID LEAVES OF ABSENCE

A. A leave of absence of one (1) year with a second year possible upon request may(optional) be granted to any teacher upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries, foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his/her professional responsibilities provided said teacher states IN WRITING his/her intention to return to the school system.

B. A leave of absence of one (1) year with a second year possible upon request may (optional) be granted to any teacher upon application for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities.

C. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

ARTICLE XXVII - ILLNESS AND DISABILITY

A. At the beginning of each school year each teacher shall be credited with ten (10) days of leave, the unused portion of which shall accumulate from year to year to a total of 180. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:

1. Personal illness or disability - the teacher may use all or any portion of his/her leave to recover from his/her own illness or disability which shall include childbirth and complications of pregnancy.
2. Death in the immediate family - the teacher may take a maximum of four (4) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father- and mother-in-law and grandparents.
3. Other deaths - the teacher may take one (1) day per death to attend the funeral of any person.
4. Medical or nursing care - the teacher may take three (3) days to make arrangements for medical or nursing care for a member of his/her immediate family. (See definition in paragraph 2 above.)
5. Illness in the immediate family - the teacher may take a maximum of four (4) days per illness. Immediate family shall be defined in paragraph 2 above.

- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.
- C. A teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday or recesses.
- D. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year, and the leave may be renewed each year upon written request by the teacher. The Board agrees to continue to provide the health insurance benefits provided for by this collective agreement for the duration of said leave.
- E. Absence due to injury incurred in the course of the teacher's employment shall not be charged

against the teacher's sick leave days provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Workmen's Compensation Act for the duration of such absence.

ARTICLE XXVIII - INSURANCE PROTECTION AND RETIREMENT

BENEFITS

The Board agrees to furnish teachers the following insurance protection. These annual employer paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicity Funded Health Insurance Contribution Act:

- A. Selection of either Option I or Option II:

1. Option I: The Board shall provide up to full family MESSA CHOICES or an ABC Plan which will be paid for a full twelve (12) month period using the state mandated hard cap numbers, or 80/20, which will be established by the district.
 2. Option II: Five thousand Five hundred (\$5,500) shall be allowed to teachers employed in the school system full time towards MESSA's insurance and/or salary by those employees not covered by Option I for the 2017-18. Part-time teachers will receive pro-rated portion.
- B. \$20,000 term life insurance will be provided to each teacher for each year of this contract.
- C. 100-90-90, \$1500 annual max, \$90 per orthodontics, \$4,000 lifetime max, 2 clean, VSP3 vision shall be provided to each teacher for each year of this contract.
- D. Vision care insurance, VSP-2, will be provided for each teacher for each year of this contract. Only those employees that are employed 50% or more time will receive benefits under B, C, & D above. Those employees who were employed prior to the 1993-94 contract year will be grandfathered in at full coverage regardless of what percentage they are employed.
- E. The Board shall allow the MEA tax deferred annuity plan through salary reduction pursuant to Section 403(b) or a 457 plan of the Internal Revenue Code of 1954 as amended.
- F. In the event that an employee has exhausted sick leave accrual the above-mentioned fringe benefits shall continue throughout the balance of the contract year as defined in Section J.

- G. In the event that an employee is disabled through injury or illness covered by Workers' Compensation, sick leave shall not be reduced and the above-mentioned fringe benefits shall continue for the duration of the disability. If an employee is laid off, the fringe benefits in this section shall continue to remain in effect to the extent available through the underwriting company through the contract year and not exceed a maximum of six (6) months.
- I. The Board shall make payment of the insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve- (12) month period commencing October 1 and ending September 30. The open enrollment period shall be jointly established by the Board, the Association and Insurance Company. Opportunities for summer pre-enrollment and fall open enrollment shall be included.
- J. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds amount of subsidy, the School Board shall make provision for the excess to be payroll deductible.
- K. A single payroll deduction shall be available for all additional MESSA programs.
- L. Any employee of the Mid Peninsula Public School District shall after five (5) or more years of regular service within the district immediately preceding retirement benefits from the Michigan Public School Employees' Retirement Fund receive terminal leave pay to be computed as follows: \$20 x number of years' service, in the district, to be paid upon retirement. M. Upon retirement, the Mid Peninsula School District shall pay to each employee an amount equal to one-half (1/2) of the daily

base salary rate at the time of retirement (use the first step of the appropriate column of the salary schedule), times the number of accrued unused illness leave days, using a maximum of one hundred thirty (130) days in the final calculation, said amount to be added to the amount of terminal leave pay as described in L above.

ARTICLE XXIX - STUDENT DISCIPLINE

- A. The Board recognizes the 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 requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will relieve the teacher of responsibilities with respect to said pupil upon recommendation of the Administration.
- B. A teacher may exclude a pupil from one (1) class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation interferes with the orderly, instructional process in the classroom. In such cases, the teacher will furnish the principal as promptly as his teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the teacher.
- C. The Board in conjunction with the Association shall promulgate rules and regulations setting forth the procedures to be disciplining, suspending, or expelling

students for misbehavior. Such rules and regulations shall be distributed to student, teachers, and parents at the commencement of each school year.

ARTICLE XXX - 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. Any individual contract hereafter executed shall be in the form provided in Appendix C and shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board that shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. All teachers covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the District.
- E. 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.

F. F. An employee required to use his own personal vehicle in the course of his job will be reimbursed at the current federal rate for mileage.

G. Compensatory Hour Compensation will be \$ 17.00 per hour

- 24 Hours (4 Days) per year maximum accumulation and then switches to pay.
- One day (6 Hours) maximum carry over at the end of the school year.
- Unused compensatory hours are to be paid at the hourly comp rate.
- Compensatory time not to be used the last ten (10) days of school.

ARTICLE XXXI - SPECIAL STUDENT PROGRAMS

The parties recognize that children having special physical, mental, and emotional problems may require evaluation and specialized curriculum. The Board and the Association will comply with P.L. 198 and the current Intermediate School District Plan.

ARTICLE XXXII - SPECIAL STUDENT & INTERN TEACHING

ASSIGNMENTS

A. The Board agrees at all times to maintain an adequate list of substitute teachers.

Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability it shall be the responsibility of the administration to arrange for a substitute teacher. Substitutes shall be paid for a regular teaching day a sum determined by the Board to be a fair and appropriate rate. The use of regular teachers as substitute teachers shall be avoided whenever possible. In the event regular teachers covered by the Agreement are used as

substitutes on an emergency and voluntary basis, said teachers shall be compensated at the rate of \$17.00 for each class period of *subbing* provided through the 2017-2018 contract year. Regular teachers covered by this agreement will be paid \$20.00 for each class period of *teaching* completed each day on their prep hour provided through the 2017-2018 contract year.

- C. Supervisory teachers of student teachers shall be tenured teachers possessing a valid teaching certificate in academic preparation who voluntarily accept the assignment, and they shall be known as "supervisory master teachers". The parties recognize that "supervisory master teachers" are not supervisory teachers under Public Act 379 of 1965.
- D. Supervisory Master Teachers shall work directly with the university program coordinator, assist in developing extensive opportunities for the student teacher to observe and practice the arts and skill of the profession.
- E. The Association agrees to accept student teachers as honorary members during their student teaching period and include them in appropriate meetings and activities of the Association.
- F. The Supervisory Master Teacher shall file a written report and evaluation with the university coordinator and the administration prior to the end of the student teaching experience.
- G. The Board shall disclose the amount received from the university placing the student teachers. Monies made available to the District by the placing university shall be administered monthly by a joint committee composed of the university coordinator, Supervisory Master Teachers, and a representative of the Board in a

manner determined by the majority of the committee. The following areas of appropriate expenditure are suggested: In-service training programs, released time for permanent staff, materials and equipment.

- H. If the Association agrees to accept intern teachers, the Board agrees to disclose all terms of the proposed contract existing between the Board and the intern placing institution and further agrees to negotiate with the Association all terms of employment and working conditions of interns.

APPENDIX B - GRIEVANCE REPORT FORM

Grievance # _____ School District _____

Distribution of Form

1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant

Submit to Supervisor/Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
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STEP 1

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

2. Relief Sought

Signature Date

C. Disposition of Supervisor/Principal _____

Signature Date

D. Disposition of Grievant and/or Union/Association _____

Signature of Supervisor/Principal Date

GRIEVANCE
REPORT FORM - CONT'D STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date C.

Position of Grievant and/or Union Association

Signature Date **STEP**

III

A. Date Received by Board Designee _____

B. Disposition of Board or Designee _____

Signature Date

C. Position of Grievant and/or

Union/Association _____

Signature Date **STEP IV**

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature of Arbitrator Date

APPENDIX C
Mid Peninsula School District
Salary Schedule 2019-2020

Credits beyond the BA/BS Continuing certificate and beyond the MA have graduate level courses or undergraduate level courses with college or university credit given and paid for by the employee that will lead to re-certification or will improve the skills in the present teaching assignment.

	BA/BS	BA/BA PERM/CONT	BA/BS + 30	MA	MA + 15	MA + 30
1	29,772	30,546	30,933	31,826	32,615	33,404
2	30,814	31,615	32,016	32,940	33,757	34,573
3	31,893	32,722	33,136	34,093	34,938	35,783
4	33,009	33,867	34,296	35,286	36,161	37,036
5	34,164	35,052	35,496	36,521	37,427	38,332
6	35,360	36,279	36,739	37,800	38,737	39,674
7	36,597	37,549	38,025	39,123	40,092	41,062
8	37,411	38,383	38,870	39,992	40,983	41,975
9	38,242	39,237	39,734	40,881	41,894	42,908
10	39,092	40,109	40,617	41,790	42,825	43,861
11	39,961	41,000	41,519	42,718	43,777	44,836
12	40,849	41,911	42,442	43,668	44,750	45,833
13	41,757	42,843	43,386	44,638	45,745	46,851
14	42,685	43,795	44,350	45,630	46,761	47,893
15	43,634	44,768	45,335	46,644	47,801	48,957
16	44,603	45,763	46,343	47,681	48,863	50,045
17	45,595	46,780	47,373	48,741	49,949	51,157
18	46,608	47,820	48,426	49,824	51,059	52,294
19	47,644	48,883	49,502	50,931	52,194	53,457
20	48,703	49,969	50,602	52,063	53,354	54,645
21	49,785	51,080	51,727	53,220	54,540	55,859
22	50,892	52,215	52,877	54,403	55,752	57,101
23		53,129	53,802	55,355	56,728	58,100
24		53,605	54,278	55,832	57,204	58,576
25		54,081	54,755	56,308	57,680	59,053
26		54,558	55,231	56,784	58,157	59,529
27		55,034	55,707	57,261	58,633	60,005
28		55,510	56,184	57,737	59,109	60,482
29		57,207	57,881	59,434	60,806	62,179
30		58,904	59,578	61,131	62,503	63,876

SBECU's/SCECH'S converted to college credit and correctly certified and verified by university officials shall apply toward salary schedule advancement.

APPENDIX D
SPORTS
ACTIVITIES

Coaching salaries are based on a percentage of the appropriate salary schedule step that is determined by the number of paid years of coaching experience in a sport at the 7th Grade level or higher. Members of the Association will be allowed credit for up to five (5) years paid coaching experience in other systems/positions. The Association will allow individual members to negotiate with the Board for credit beyond five (5) years. Non-degree coaches will use the B.S. column in determining the number of years of experience.

Activity

Basketball - Varsity Boys and Girls	12
Basketball - J.V. Boys and Girls	7
Basketball - 9 th Grade Boys and Girls	3
Basketball - 7 th & 8 th Grade Boys and Girls	5
7 th Grade only	2
8 th Grade only	3
Volleyball - Varsity/J.V.	8
High School Track	6
Junior High Track - Boys	1
Junior High Track - Girls	1
Cross Country	4
Golf	4
Scorer and Timer for Athletic Contest	current minimum wage

APPENDIX D (CONT'D) MID PENINSULA EXTRACURRICULAR ACTIVITIES
SALARY SCHEDULE

<u>Activity</u>	% of BA/BS Base	2019-20
Senior Advisor	1.0	\$297.72
Junior Advisor (as needed)	1.0	\$297.72
Sophomore Advisor (as needed)	1.0	\$297.72
Freshman Advisor (as needed)	1.0	\$297.72
J.H. Advisor (combined)	1.0	\$297.72
Newspaper	1.0	\$297.72
Ecology Club Advisor	1.0	\$297.72
Forensics	1.5	\$446.58
Drama (per production)	1.5	\$446.58
Yearbook Advisor	2.5	\$744.30
Cheerleader Coach - Varsity (Fall)	1.0	\$297.72
Cheerleader Coach - Varsity (Winter)	1.0	\$297.72
Cheerleader Coach - J.V. (Fall)	.75	\$223.29
Cheerleader Coach - J.V. (Winter)	.75	\$223.29
Cheerleader Coach - J.H. (Both Squads)	2.0	\$595.44
Student Council Advisor	2.0	\$595.44
Add'l Approved Projects @	.2	\$59.51
Chorus (per event)	.75	\$223.29
Key Club	2.0	\$595.44
National Honor Society	2.0	\$595.44
Junior National Honor Society	1.0	\$297.72
Reading Month Coordinator		\$200
Mentor		\$200
Combination Class (Elementary Side)		\$1,000

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2020.

No part of this agreement shall be extended beyond the expiration date without specific written language to do so.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this 1st day of July 2019.

“The entire Agreement or specific provisions of the Agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011, P.A. 4”

FOR THE BOARD

Jalil

Delores A. Englund

Gary L. Kiriya

FOR THE ASSOCIATION

Bin Mubzin

Kristen Occhetti

Robin Seymour

E. J. White

