

**MASTER AGREEMENT  
(CONTRACT)**

**between**

**THE NEGAUNEE PUBLIC SCHOOLS**

**and the**

**UPPER PENINSULA**

**EDUCATION ASSOCIATION**

**and the**

**MICHIGAN**

**EDUCATION ASSOCIATION**

**2012-2013**

## **NEGAUNEE EDUCATION ASSOCIATION AGREEMENT**

This Agreement by and between the Board of Education of the Negaunee Public Schools, hereinafter called the "Board," and the Upper Peninsula Education Association and the Michigan Education Association/National Education Association, hereinafter called the "Association."

### **WITNESSETH**

WHEREAS, the Board and the Association recognize and declare that providing quality education for the children of Negaunee is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service and;

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

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, 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, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

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

### **ARTICLE I** **Recognition**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel, including personnel on tenure, probation, and classroom teachers, guidance counselors, librarians, speech and hearing therapists, as under contract to the Negaunee Board of Education (whether or not assigned to a public school building), but excluding supervisory and all other executive personnel, office, clerical and non-teaching employees. Any certified and qualified per diem teacher who is employed after the beginning of the contractual year for the remainder of the contractual year shall be required to sign an individual contract and become a member of the Association or pay to the Association a fee equivalent to Association dues and assessments based upon one-tenth (1/10) of the annual fee for dues and assessments for each month of employment. Such teacher shall have all the rights and responsibilities of a regular teacher. The terms "employees" and/or "teachers" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating units as above defined, and references to male teachers shall include

female teachers.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of the Agreement.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

## **ARTICLE II**

### Board of Education Rights

- A. Except where limited by this Agreement, the Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself those powers and rights conferred upon and vested in it by law and the Constitutions of the State of Michigan and of the United States, including but not limited to the following rights:
  - 1. To execute management and administrative control of the school system and all its properties and facilities and activities of its employees while such employees are on duty.
  - 2. To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion.
  - 3. To establish grades and courses of instruction including special programs and to provide for recreational or social events for students, all as deemed necessary or advisable by the Board.
  - 4. To determine the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
  - 5. To maintain an orderly, effective and efficient operation of the Negaunee Public Schools.
- B. The express inclusion by an affirmative statement or delineation of any specific rights of the Board elsewhere in this Agreement shall not exclude or diminish those remaining rights and powers not so mentioned and hereby retained by the Board.

**ARTICLE III**  
Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color 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 rights conferred by Act 379 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 membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the rights of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency or an arbitrator appointed pursuant to the grievance provisions of this Agreement. The Board and the Association agree to be bound by any lawful order or award thereof pertaining to a grievance. It is not the intention of this section to preclude the use of the courts for the determination of matters related to this article.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meeting - after school hours, and expense incurred will be charged to the Association. Within reason, no teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- E. 1. The Board agrees to comply with the Michigan Tenure Act.
- (a) A four-year period applies to probationary teachers.
  - (b) A tenure teacher from another district will serve a two-year period.
  - (c) No teacher will be required to serve more than one probationary period in

- a district.
- (d) After successful completion of the probationary period, a probationary teacher shall be given a tenure contract and shall not be demoted or dismissed except as specified by the Michigan Tenure Act.
2. It is not the intent of this section to preclude either the Tenure Commission or the courts from hearing issues relevant to the Tenure Act.

#### ARTICLE IV

##### Association Dues, Service Fees (Agency Shop)

- A. Agency Shop. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
- B. Association Members. Any employee hired in a dual role in administration/supervision and teaching shall have the established professional dues as recognized by the NEA prorated and that employee will be held accountable for dues in proportion to the teaching assignment. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- C. Service Fee Payers. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
- D. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Association, upon written notification by the Association the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.
- E. Payroll Deduction. Upon written authorization by a bargaining unit member, or pursuant to paragraph D, the Employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Moneys so deducted will be promptly transmitted to the Association, or its designee.
- F. Indemnity. The Association agrees to assume the legal defense of any suit or action

brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
2. The Association after consultation with the Board has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

#### ARTICLE V Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement provided, however, that upon written notice to the other party either party may request the reopening of negotiations of such salary schedule. The reopening of negotiations shall be only by mutual agreement of the parties.
- B. The salary schedule is based upon the contractual days as hereinafter defined by Schedule C (School Calendar). Remuneration shall be according to Schedule A herein attached. At the expiration of the current school year calendar the teacher shall not be considered further obligated to the Board for the duration of the contractual year.
- C. A teacher with a B.A. or B.S. degree only and no additional college work would, to the extent otherwise qualified, receive automatic increases for 10 years. After 10 years that teacher must have earned (any time) 6 additional semester hours beyond the original degree to move to the next step. This process would be continued until the teacher earned 18 semester hours of additional graduate credit and moved to the next column. (Does not apply to employees hired prior to September 1, 1981.) Those in the B.A. + 18 column would receive automatic increments for 11 steps. After 11 steps they must also earn (anytime) 6 semester hours of additional graduate credit to move to the next step. This educational requirement would continue until the 20th step and last step or a Master's Degree is earned. Credit beyond a Master's Degree for consideration on the

salary schedule must be approved in writing by the Superintendent before the course is taken. No credit earned before the Master's Degree is awarded will be considered as credit over and above the Master's Degree. (This does not apply to teachers who are currently receiving such credit or who applied for such credit prior to July 1, 1983.) If a teacher has made diligent effort to obtain either a transcript of their credits or a letter of completion and has been unable to do so, and notifies the Superintendent prior to the beginning of the semester, credit will be given retroactively to the beginning of the semester once the teacher has obtained such transcript or letter of completion.

- D. A teacher shall be required to observe the school calendar as per Schedule C.
- E. Any time spent or duties performed with respect to this contract which does not interfere with the instructional duties shall be considered school business.
- F. A teacher shall be released from duties for the purpose of participating in area, state, or regional meetings of the Michigan Education Association according to the following
  - 1. Total of 28 association days.
    - a. Any of these 28 days are for use of state elective or state appointed officers of the Michigan Education Association. On these days the Negaunee Board of Education will pay the substitute salary but will not pay the teaching salary.
    - b. Any of these 28 days may be used for local Negaunee Education Association business. On these days the Board will pay the teaching salary but not the substitute's salary.
    - c. Not more than 3 Negaunee Education Association members may be absent at one time unless approved by the Superintendent or Board.
    - d. After a member has served in a statewide position for four years, he will be limited to not more than 12 Association days per year thereafter.
    - e. It shall be the responsibility of the Association to notify the Superintendent or his designee at least 3 school days in advance of such leave, otherwise approval by the Superintendent or the Board will be required.
- G. Credit for new hires for any teaching experience outside the Negaunee School District will be granted by the Board for up to five (5) years on a basis of one (1) year for each two (2) years of experience in a public school system.
- H. There shall be a single salary schedule for all teachers.
- I. The salaries of teachers employed under supplementary contracts are set forth in Schedule B-1 and B-2 which are attached to and incorporated in this Agreement. Such

salary schedule shall remain in effect during the term of this Agreement provided, however, that upon written notice to the other party either party may request the reopening of negotiation of Schedule B. The reopening of negotiations shall be only by mutual agreement of the parties.

- J. Compensation for substitute teachers shall be pursuant to Michigan School Code.
- K. Temporary teachers (and substitute teachers employed for 150 days or more during a legal school year, as defined or modified by the school code) who become regular full-time or part-time teachers for the District without a break in service will be given seniority, and credit for advancement on the salary schedule, based on such continuous service in a teaching position for the District (prorated for less than full-time service in a teaching position).
- L. Extracurricular duties shall be remunerated according to Schedule B and shall be so stated on a supplementary contract at the beginning of the school year unless the need for personnel is only recognized during the year and then the supplementary contract must be prepared as soon as possible after the need has been determined and agreement with the employee and bargaining unit has been reached.
- M. 1. Pay checks will be issued on alternate Friday's beginning with the first Friday of the new school year. At the beginning of the school year every teacher shall be given a choice of two pay plans as follows:

Option 1 –

Twenty-six (26) pay checks with the option of all remaining checks payable on the date state aid payment is received, normally the 20<sup>th</sup> of each month. If the 20<sup>th</sup> of June falls on a holiday or weekend, the payday will then fall on the first business day following the 20<sup>th</sup>. If the second June pay falls on a date prior to the 20<sup>th</sup>, one pay check will be issued on that date, and the remaining checks issued upon receipt of the state aid payment (no later than the first business day following the 20<sup>th</sup>). Should the state aid payment be delayed beyond that as described above, the teacher shall receive their final pay checks no later than June 21<sup>st</sup>.

Option 2 –

Pay checks will be issued on alternate Friday's beginning with the first Friday of the new school year for 26 pay periods.

- 2. To insure the maximum benefit, payments to respective insurance companies for employee annuity deductions will be processed and remitted within one week following the second payday of each month.
- 3. If a holiday or break day falls on a Friday payday, paychecks will be issued the last work day prior to the scheduled pay day. Note: Check will be cashable when



issued.

- N. Traveling teachers shall receive a mileage allowance for travel between schools during the school day for an instructional program with students at the current mileage rate that the Board is paying. Faculty meetings, parental conferences and extracurricular assignments are specifically excluded.
- O. The formula for calculating a teacher's daily pay will be that teacher's contractual salary divided by the number of teacher work days in the calendar plus six (6) paid holidays: Labor Day, Thanksgiving, Christmas, New Year's, Good Friday, and Memorial Day.
- P. Part-Time Employees.
  - 1. Prorated contracts for assignments less than full-time are to be computed in the following manner:  
  
Elementary - Based on portion of standard work day taught  
Middle School - Full-time 12/12  
Part-time 1/12 per class period assignment per semester  
High School - Full-time 12/12  
Part-time 1/12 per class period (instructional class, student hall, supervision, detention supervision, general (non schedule B) supervision, department chair duties, curriculum development, staff development) per semester.
  - 2. This section is not to describe full-time employment but to provide a salary calculation formula for less than full-time employment; this formula is not intended to be used to deny full-time status to employees who, because of administrative scheduling in order to serve in two buildings, cannot meet the 12/12.
  - 3. Part-time teachers shall be required to attend staff meetings that are held immediately prior to or succeeding their completion time. All other attendance is voluntary. Teachers not attending accept the responsibility for updating themselves on the meeting's content.

**ARTICLE VI**  
Work Hours

A. Standard Work Day

- 1. The teacher's normal working day shall be as follows:

Teachers

High School--6 classes of approximately 50 minutes

Starting Time 7:30 a.m.  
End of Day 2:57 p.m.

Middle School--6 classes and a home room period of not more than 10 minutes

Starting Time 7:20 a.m.  
End of Day 2:47 p.m.

Lakeview School

Starting Time 8:30 a.m.  
End of Day 3:57 p.m.

- a. At the Middle School and High School, students will not start instruction less than 15 minutes after the teachers' Starting Time.
  - b. Earlier student starting times (and/or revised teacher Starting Times/End of Day) shall be agreed upon by the Administration, the affected teacher(s) and the Association.
  - c. To comply with state requirements on the total annual instructional hours, flexibility will be needed in the design of the instructional day. Changes will be made within the parameters of the teacher's standard work day as defined above. The Association will be consulted regarding the design of the instructional day.
2. All teachers shall be entitled to a duty-free lunch period of not less than thirty (30) minutes as defined in each building by the building principal.
  3. Work schedules and professional assignments will be confined to the standard work day (including scheduled parent-teacher conferences, evening parent-teacher conferences to be treated as one-half teacher day on the school calendar) except for normal deviations such as, but not limited to, I.E.P.s, meetings with parents, etc. and teachers voluntarily involved in student performing groups or those compensated under the extracurricular schedule.
  4. When an occasion arises when a teacher feels it is necessary to leave the building during regular teaching hours while students are in class, the matter must be discussed with and approved by the building principal or his assistant. Teachers may leave five (5) minutes after the students on days when they have to return in the evening for school-related activities or on the day prior to a vacation and on Friday.

B. Preparation Periods

1. For grades 9-12 each teacher's schedule shall include one (1) fifty (50) minute

period daily or not less than 250 minutes per week in no less than a fifty (50) minute block for preparation, instructional planning and parental conferences.

2. For grades 7-8 in the Middle School each teacher's weekly schedule shall include not less than 225 minutes per week in no less than a forty-five (45) minute preparation block daily for preparation, instructional planning and parental conferences.
3. Elementary teachers will be provided a fifteen (15) minute relief time per day. The teacher will accept the responsibility that the students are properly supervised.
4. The elementary teachers' preparation time will consist of those periods as provided by release of their students to elementary music, art, and physical education classes and shall not be less than 150 minutes per week.
5. Any deviation from the standard preparation periods above shall be mutually agreed between the teachers and the administration. The Association shall be informed of a deviation of a marking period or more.

#### C. Staff Meetings

1. Teachers will attend all building meetings called by the principal that are held during the scheduled work day.
2. Meetings of less than one (1) hour held outside the scheduled school day require 48-hour teacher notification, maximum ten (10) per year.
3. If a meeting is to be longer than one (1) hour, the principal will give his entire staff five (5) days' notice, maximum of six (6) per year.
4. At all scheduled staff meetings teachers are to attend, unless excused by the Superintendent or building principal, and are expected to remain until the conclusion of the work day or to the conclusion of the meeting as specified above.
5. The above does not preclude small group meetings as mutually agreed upon between the principal and the teacher(s) involved or in emergencies.

#### D. School Cancellation

1. Teachers will not be required to report to work when school is canceled due to acts of God, health epidemics or building malfunctions. Teachers will not be required to make up such days unless the day would not otherwise be counted for state aid calculation.

2. If the District decides to have a "late start," due to acts of God, health epidemics or building malfunctions, teachers will not be required to report for duty until thirty (30) minutes prior to the scheduled starting time for students. Teachers will be allowed to leave at their regular dismissal times.
3. If the District decides to dismiss early, due to acts of God, health epidemics or building malfunctions, teachers will be permitted to leave according to the building plan after buses have picked up the students.
4. Teachers will not suffer loss of compensation due to such late starts, early dismissals or act of God/health epidemics/building malfunction days which are not required to be made up.

**ARTICLE VII**  
Teaching Conditions

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher 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 in such a manner that the energy and time of the teacher is effectively utilized. Past practice not already covered that has been accepted as precedent to the system is in effect.
- B. Because the student-teacher ratio is an important aspect of an effective education program, the parties agree that the class size should be lowered wherever possible and equally balanced wherever possible to the following recommended limits:
  1. Kindergarten 25 students
  2. Elementary classes (including all specials) 30 students
  3. Special education programs and services:
    - (a) Classroom size and teaching caseloads shall adhere to the general requirements for all programs and services for students with disabilities as outlined by the Michigan Department of Education published in the most recent guidelines of Michigan Administrative Rules for Special Education

The maximum class size per teacher in the secondary schools shall be wherever possible as follows:

English	30 students
Social Studies	30 students
General Education	30 students
Mathematics	30 students

Science	30 students
Language	30 students
Business	30 students
Keyboarding	30 students
Industrial Arts	20 students
Speech	22 students
Drafting	30 students
Vocational Shops	20 students
Homemaking	20 students
Music (except instrumental & Choral performance groups)	35 students
Art	25 students
Health Education	30 students

- C. The Board recognizes that appropriate texts, computer/internet access, 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. (Teachers will confer as necessary with the administration for the purpose of improving the selection and use of such educational tools.) The Board agrees whenever possible to provide rooms for all teachers and to keep them reasonably equipped and properly maintained.
- D. The Board agrees to relieve teachers of noon hour duty. Those teachers who are willing to work will be compensated as provided for in Schedule B-2. The number and location shall be no less than two (2) positions at the high school, two (2) positions at the Middle School, and one (1) position at Lakeview. This is subject to renegotiation if a need for a split lunch hour is determined and instituted.
- E. The Board whenever feasible shall make available to each school adequate lunchroom and toilet facilities exclusively for adult use. They shall also provide for use as a faculty lounge a room appropriately furnished.
- F. Telephone facilities shall be made available to teachers for their reasonable use.
- G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities or the lack thereof by any teacher shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, so long as such activities do not take place during school time or on District property.
- H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without unlawful discrimination on account of race, creed, religion, color, national origin, age, sex, disability or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to

every student without regard to race, creed, religion, sex, color, disability or national origin and to seek to achieve full equality of education opportunity for all students.

- I. The teaching certificate or permit must be presented at the Superintendent's Office at the opening of the school year by each teacher, including provisional teachers, new to the system.
- J. The Board of Education will provide each teacher with the tuition costs of up to six (6) hours beyond the hours currently required for continuing certification where necessitated by work reassignment. Such hours not to be used for placement on the salary schedule.
- K. A transcript of all college credits shall be placed on file with the Superintendent of Schools. Proof of successful completion of all subsequent work should be presented before the beginning of the semester or as soon as obtainable from the college or university. No salary adjustment will be made prior to the semester following the filing of the transcript, presentment of letter of completion, or other competent proof of completion.
- L. The Board and the Association recognize that the ability of students to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the student in the classroom. The prime responsibility of the teacher is to teach; and when the student has difficulty in learning, it is incumbent upon the teacher to seek the help of supportive staff and parents.
- M. The Board agrees that all teaching employees shall possess an approved teaching certificate to the extent required by law. Teachers being paid pursuant to the salary schedule, but with less than a bachelor's degree, will nonetheless receive the B.A. rate of pay.
- N. Teachers shall observe all school policies, rules and regulations. Copies of such policies, rules and regulations shall be made available to teachers upon reasonable request. Policy additions, deletions and revisions shall be given to teachers upon adoption. New teachers shall be appropriately orientated concerning such policies. A violation of such policies, rules or regulations may result in appropriate discipline, provided probationary employees may be discharged with or without cause.
- O. All teachers must have seating charts or roll call rosters and lesson plans (adequate to orient a substitute teacher) available at all times.
- P. A ten (10) minute period of transition will be provided for teachers traveling between buildings within the City of Negaunee. Consideration will be given to traveling conditions in inclement weather. Time to travel from one building to another shall not be deducted from scheduled preparation time or duty-free lunch period for teachers who serve in more than one building. As in the past, adjustment by compensatory time or pay

will be provided for teachers traveling during their lunch or preparation time.

- Q. Each tenure teacher shall have the right upon request to review the contents of his own personnel file, which shall contain all information pertinent to his employment and position. A representative of the Negaunee Education Association shall be present at such a review but shall observe the contents only upon request of the teacher. Any teacher has the right to file a written response to any evaluation and same shall be included in the teacher's personnel file together with such other materials as the teacher feels may support his/her position. If the teacher believes that material to be placed in his file is inappropriate or in error, he may receive adjustment, provided cause is shown, through the grievance procedure through the Board level. The Board will file its written response. The Board will expunge any material that it deems unfairly inflammatory to the teacher.

## ARTICLE VIII

### Seniority

#### I. Seniority

##### A. Seniority will be based upon:

1. Continuous employment beginning with the first day of work under contract in the Negaunee School District.
2. Paid leaves and unpaid leaves listed in Articles XI and XII or periods of layoff will not count as an interruption of continuous service.
3. No seniority will accrue during the following leaves:
  - a. Sabbatical
  - b. Political
  - c. Association
  - d. Unpaid Maternity
  - e. Professional
  - f. Layoff
4. In case of military leave, the District upon return and award any pending promotion interrupted by the military leave or increase in seniority that would be been achieved but for the military leave. Years accrued during a period of military leave will not apply towards completion of the teacher's probationary period.
5. Teachers employed under contract for a full school year but less than full-time

shall receive seniority credit in proportion to their contract time.

6. All bargaining unit members having the same first date of teaching day shall have a drawing to determine the order of placement on the seniority list. Association representatives and the Superintendent as well as the affected teachers shall be present. Such drawings shall be held at a mutually agreeable time. A teacher or the Association may submit corrections to said list to the Superintendent. The list shall be corrected within five (5) working days of such notification. A copy of the seniority list shall be given to the Association. Teachers on layoff and on leave shall be included on the seniority list. The seniority list will be posted and distributed by April 1 of each year.
7. Part-time teachers/part-time administrators shall accrue seniority for the portion of the workday assigned to teaching, and shall lose no previously accrued seniority.

## **ARTICLE IX**

### Sick Leave and Business Leave

#### A. Sick Leave

1. Each teacher is allowed twelve (12) days per year at full pay for absence for personal illness of the teacher or any other approved reason by the Negaunee Board of Education or designee. Any past actions or future actions of the Board due to approved reasons for extenuating circumstances has not or will not establish a precedent.
2. These days shall be accumulative. The twelve (12) days per school year shall be prorated for less than full-time teachers. While sick leave days will accrue at the rate of one day for every 15 days paid (not to exceed twelve (12) days per year), teachers may draw against expected accrual for the school year. Should the teacher's active employment with the District cease at any time during the school year the teacher will reimburse the District for any sick days used in excess of those accrued. The teacher, by use of such sick leave prior to accrual, authorizes (without limitation upon other collection remedies available to the District) payroll deduction for recovery of such amount should other mutually satisfactory arrangements not be made.
3. When total accumulated days are used, teachers will receive an additional total of 30 days at one-half (1/2) their daily pay rate. This provision may be used only



one (1) time as an employee of the Negaunee School District. Full seniority will accrue during this period.

4. If an employee is not sick but a serious emergency exists in the employee's immediate family (husband, wife, children\* and mother or father or if there is a member of the household for which the teacher bears the direct and continuing responsibility and if there is no one else available to take charge), the following may apply: Up to five (5) days with full pay charged to the employee's sick leave will be granted with the approval of the Superintendent. Up to an additional five (5) days may be granted with the approval of the Board of Education.

\*"Children" in the above is defined as not married, living at home or as defined in the United States Internal Revenue Code.

5. Pregnancy:
  - a. Time necessary for childbirth and recovery therefrom commencing when she is no longer adequately able to perform the duties to which she is regularly assigned.
  - b. Ample notification of the expected delivery date shall be given to the Superintendent in order to avoid any interruption of the educational program or any program for which that teacher has a supplementary contract. The teacher may work as long as her condition does not interfere with her teaching assignments and duties.

#### B. Business Leave

1. Four (4) days of sick leave may be used by all teachers for reasons other than personal illness during any school year.
2. Personal business leave days may accumulate up to five (5) days during any contract year.
3. If an excessive number of teachers request personal business leave days at the same time or it is impossible to obtain substitute teachers, particularly before or after a vacation period, personal leave day requests may be denied for some of the teachers for this particular period of time.
4. Personal business leave days in excess of those permitted above may be granted by the Board of Education and such days shall be subtracted from the teacher's sick leave and the cost of the substitute or equivalent of substitute's wage shall be subtracted from the teacher's salary. If extra business days are denied and time still taken, deduction from salary shall be at the daily rate as determined in Article V – Compensation. In an emergency situation, the Superintendent will conduct a

telephone poll of the Board of Education for their decision .

5. All requests for personal business day leaves shall be in writing and submitted to your building principal at least five (5) calendar days before date or dates requested. When more than two (2) consecutive days are requested, ten (10) days' notice is required. This procedure may be waived in an emergency situation.
6. Personal business day requests may not be granted during the first two (2) weeks of a school year, during mid-semester examination week, or the last five (5) school days of the school year. These may be waived in extreme emergency.

## **ARTICLE X**

### Leaves of Absence

#### I. Paid Leaves

##### A. Bereavement Leave.

1. Absence of a teacher due to the death of a spouse, parent, parent-in-law, step-parent, child, brother, sister, or step-child shall be permitted without loss of pay not to exceed five (5) consecutive school days at the time of the death/funeral.
2. Absence of not more than three (3) school days without loss of pay (terminating on the day of the funeral or the day after the funeral if the extra day is needed for travel) provided the days are used within seven (7) calendar days starting with the death unless otherwise agreed upon between the teacher and the Superintendent shall be permitted in case of death of a grandparent, grandchild, brother-in-law or sister-in-law, son-in-law or daughter-in-law, uncle, aunt, nephew, niece, or first cousin.
3. Absence not to exceed one-half (1/2) school day for teacher's friend. One day may be used if the teacher is a pallbearer or otherwise directly involved in the funeral process.

##### B. Jury Duty. In case an employee is called for jury duty during the school year, no deduction from his leave shall be made. If an employee turns into the business manager, an authorized statement from the court of all wages earned while on jury duty, the school will make up the difference, if any, between his rate of pay for jury duty and his rate of pay for the school.

##### C. Judicial Leave. Teachers subpoenaed for any legal proceeding other than a proceeding in which the teacher is a party shall be granted paid leave. If the proceeding is the result of a school-related incident, the paid leave will be granted notwithstanding the fact that the teacher is a party. Witness fees, not including mileage, will be turned over to the Board

of Education.

- D. Sabbatical Leave. One teacher each year may be granted upon request and approval by the bargaining unit and the Board a sabbatical leave after seven (7) years service in the Negaunee Public Schools for educational purposes (credit) with up to half pay. In no case will total of other grants, scholarships, fellowships, etc., and the sabbatical pay exceed the salary schedule "A" amount for that year. The recipient must sign a statement agreeing to return to employment in the Negaunee Public Schools for a minimum of two (2) years. If the recipient fails to fulfill the employment terms, he/she will reimburse the school for all payments made by the Negaunee Public Schools to the recipient during the said sabbatical year.

## II. Unpaid Leaves

- A. Disability Leave. Any teacher whose personal illness extends beyond the period compensated under Article XI shall be granted a leave of absence without pay for such time as is necessary for complete recovery or one (1) year, whichever is less.
- B. Professional Leave. Leaves of absence without pay, for not more than ten (10) percent of the bargaining unit, shall be granted to tenure teachers with the intention of returning. Non-tenure teachers must have Board approval. Notice shall be given the Superintendent not less than thirty (30) days prior to the beginning of the school year by the party taking such leave. If thirty (30) days notice is not given, the request may be denied. The following reasons for leaves limited to one (1) year are recognized:
  - 1. Study related to the teacher's license field.
  - 2. Study to meet eligibility requirements for a license other than that held by a teacher.
  - 3. Study, research, or special teaching assignment involving probable advantage to the school system.
  - 4. If a leave of absence is taken for a period that would extend beyond the end of the school year, the person on leave must notify the Superintendent in writing prior to May 1 whether or not he is returning the following year. The teacher must have received essential information regarding his assignment prior to June 1. Failure to notify the Superintendent will result in termination.
- C. Association Leave. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence for not less than one (1) year without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay to perform such duties shall not receive credit toward annual salary increment on the schedule appropriate to their rank.

- D. Political Leave. The Board shall grant a leave of absence without pay to any teacher to campaign for himself for public office for not less than one (1) semester if a substitute is available. If elected to an office, which has a legal incompatibility to a teaching position, the teacher would have to resign the teaching position upon taking the oath of office.
  - E. Maternity Leave. Teachers shall be granted maternity leave pursuant to Article XI, Section A, of this Agreement, not to exceed one (1) calendar year.
  - F. Military Leave. A military leave of absence shall be granted as required by law.
- III. Family and Medical Leave Act (FMLA). The Board may adopt policies and procedures pursuant to the Family and Medical Leave Act ("FMLA" or the "Act"), covering, but not limited to, such matters as designation by the teacher and/or the Employer of qualifying leave as FMLA leave, use of other leave or paid time off during FMLA leave, and medical certification for FMLA leave. Such policies and procedures will not exceed the FMLA or violate the provisions of this collective bargaining agreement.
- IV. Authorized Conferences
- A. The Association shall receive:
    - 1. A record of attendance at all authorized conferences that were included in the Board of Education's monthly report.
    - 2. Agendas of all Board of Education meetings.
  - B. Attendance at professional meetings as approved by the Superintendent will not be deducted from accumulated leave.

#### **ARTICLE XI**

##### Terminal Leave and Unused Sick Leave Incentive Payment

- A. After ten (10) years of service in the Negaunee School District, a teacher becomes eligible for a terminal leave payment computed at (1) ten (10) percent of his professional level base at retirement, (2) plus \$50 per year for all years beyond ten (10) years to a combined maximum of twenty (20) percent of that teacher's final professional level base. A teacher shall receive not less than twenty (20) percent of that teacher's base upon retirement after thirty (30) years of service. In the event of death this payment will be made to his heirs or legatees. A beneficiary form will be provided.
- B. Unused Sick Leave Incentive Payment

1. In recognition of the teacher's service to the District the Board will provide an incentive plan based on unused sick leave accumulation if a teacher is eligible to retire under the Michigan Teacher Retirement Act. Upon retirement from the Negaunee School District a teacher shall be paid \$20.00 per day for any sick leave earned prior to September 1, 1981; any sick leave earned after September 1, 1981, shall be compensated at the rate of \$50.00 per day.
2. This payment shall be made on the last regular pay period of the teacher's employment with said District.
3. In case of death of the teacher the above payment shall be made to the survivor/beneficiary so named by the teacher.
4. The maximum sick leave incentive payment to employees hired after July 1, 1997 will be \$4,400, using the formula described above.

## **ARTICLE XII**

### Payroll Deduction Service

- A. The Board agrees to provide monthly (10) payroll deduction service for MESSA insurance protection and for the deferred annuity plan.
- B. It is hereby mutually understood and agreed:
  1. That for a number of years, the Board has established and maintained a tax sheltered deferred retirement program. Recently, the Internal Revenue Service has issued significantly new regulations impacting such programs. These new regulations took effect January 1, 2009.
  2. In response to the promulgation of these IRS regulations, the Negaunee Public Schools has joined a consortium known as the Michigan Retirement Investment Consortium. That Consortium undertook a Request for Proposal process and selected TSA Consulting Group as the third party administrator for the Consortium.
  3. The Board and Association recognize the importance of each employee pursuing an active retirement savings program and providing sound investment alternatives to assist them in achieving their retirement savings goals. All bargaining unit members are eligible to participate in the Plan.
  4. Investment providers presently offered to Association members include: Ameriprise Financial, American Funds, Fidelity Retirement Services, Jackson National Life Insurance Company, The Legend Group, MEA-FS/Paridigm/Prudential, Thrivent Financial, and AIG/Valic and the 403(b)

asp option. All of these providers will be included in the list offered to Association members provided they meet the Internal Revenue Service regulations.

5. The Plan Document will allow employees the ability to make changes in their investment portfolio. Provisions for emergency or hardship withdrawals will be included within the Plan. Employees shall also be permitted to take loans from their investments as permitted in the Plan Document. Prompt remittance of contributions as defined by the Internal Revenue Code from participants will be made to the third party administrator

### **ARTICLE XIII**

#### Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, it is incumbent upon the teacher, with the assistance of the Administration, to seek such support.
- B. A teacher may exclude a student from his or her class for one day when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom on that occasion intolerable. The teacher shall send the student to the principal's office and notify the principal's office. In such cases the teacher will furnish the principal as promptly as his teaching obligations allow full particulars of the incident in writing but not later than the end of the school day or the end of that teacher's next preparation period.
- C. Any teacher may intervene as necessary with any student in order to protect persons, property or the learning environment.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of students and property but shall not be individually liable except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.
- E. Any case of assault upon a teacher as a result of his employment shall be reported promptly to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

- F. If any teacher is complained against or sued by reason of disciplinary actions taken by the teacher against a student in the course of the teacher's professional responsibility, the Board will provide professional liability insurance and render all necessary assistance to the teacher for his/her defense if requested, so long as such action by the teacher was in accordance with the District policies, rules and regulations.
- G. Time lost in connection with Sections E. and F. above shall not be charged against the teacher.
- H. If a teacher is injured while in the line of duty, free medical, surgical, or hospital care required as a result of the employment-related injury will be furnished by the Board or its insurer. Any action under this section should be properly brought before the Bureau of Workers' Compensation. So long as a bargaining unit member continues to be disabled through an injury or illness covered by Worker's Compensation, sick leave shall not be reduced and all health insurance benefits shall continue for a period of up to six (6) months or the end of the contractual year, whichever comes first.
- I.
  - 1. Any complaints by a parent of a student to the administration or Board directed toward a teacher shall be promptly called to the attention of the teacher and the matter investigated. Any complaint of a serious nature (material that could be placed in a teacher's personnel file) must be called to the attention of the teacher with the name or names of those making the complaint, a conference arranged with all parties concerned (parents, teacher, administration, Board, if necessary, student, representative of teacher association if requested) and the matter or charge completely investigated.
  - 2. Any complaint to the administration of one teacher against another teacher must be reported to the teacher complained against with the name of the teacher making the complaint.
  - 3. Any complaints by the administrative staff and/or Board members towards a teacher will be made in writing or in person and in the presence of an Association member if so desired by the teacher.

#### **ARTICLE XIV**

##### School Improvement Team

In order to improve the achievement of students, site-based decision making within each individual building will be introduced and promoted jointly by the NEA and Board. The parties agree as follows:

- A. In accordance with Public Act 25, responsibility for implementation will be given to each building.

- B. Up to one-half (1/2) day per month of release time, compensatory time or compensation at the General Rate provided in Schedule B-2, will be provided for meetings. The Superintendent will determine which option to exercise. The teacher representative will not be required to attend as a condition of employment.
- C. Following a period of in-service training on the rules and functions, the SIT will conduct an orientation program in each school building for employees. The purpose of the orientation will be to explain the theory, practice and plan the SIT would incorporate and to provide training in the skills necessary to develop and implement an effective program in that building.
- D. SIT decisions must comply with School Board policy and the Master Agreement. The SIT may ask for a temporary waiver of a policy and/or condition of the Master Agreement. Waivers must be in writing and will identify specifically the condition and/or policy that is to be waived. All waivers must be mutually agreed upon by both the Board and the Association with a Letter of Understanding before being implemented.

#### **ARTICLE XV**

##### Least Restrictive Environment

- A. Any regular classroom teacher who it can be reasonably anticipated will be teaching or otherwise providing instructional services to a student with a disability in a regular education classroom setting shall be invited, in writing, to participate in the Individual Educational Planning Team (IEPT) meeting for each student.
- B. Any bargaining unit member who may be called upon to participate in an IEPT meeting shall be provided with a copy of the current Michigan Department of Education's "Policy Regarding Least Restrictive Environment" and information regarding its meaning, application, and implementation. Said information may occur at a scheduled faculty meeting.
- C. The District will periodically provide in-service training to regular education personnel regarding instruction and behavioral management of students with a disability in the regular education classroom setting.
- D. Bargaining unit members participating in IEPT meetings will be provided release time, compensatory time off or compensation at the General Rate set forth in Schedule B-2, at the discretion of the Superintendent.

#### **ARTICLE XVI**

##### Negotiation Procedures; Special Conferences



- A. It is contemplated that mandatory bargaining matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request of either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information on and otherwise constructively considering and resolving any such matters.
- B. Special conferences for important matters will be arranged between the Association President and the Board, or its designated representative, upon the request of either party. Such meetings shall be between three (3) representatives of the Association and three (3) representatives of the Board. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested; such request shall also set forth the estimated length of the conference. Matters taken up at the conference shall be confined to those included on the agenda. Conferences shall be held at a mutually agreeable time and shall not conflict with assigned responsibilities. A brief resume of the meeting shall be prepared and signed by representatives of the Board and the Association.

**ARTICLE XVII**  
Grievance Procedure

- A. Definitions:
  - 1. A "grievance" is a claim by a teacher or teachers or Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
  - 2. The "aggrieved person" is the person or persons making the claim.
  - 3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
  - 4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
  - 5. School days as used herein shall be interpreted as weekdays, Monday through Friday, when school is not in session; unless otherwise specified, the term "days" shall mean calendar days.
- B. Purpose:

The primary purpose of this procedure is to secure at the lowest level possible equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

C. Structure:

1. There shall be two Association representatives (building representatives) for each school building.
2. A committee appointed by the Association shall serve as the Association Grievance Committee. In the event that any Association representative or any member of the Grievance Committee is a party of interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association President or succeeding officer.
3. The Board hereby designates the Superintendent as its representative when the grievance arises in more than one school building.

D. Procedure:

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

Informal Level

It is the responsibility of any teacher or group of teachers with a grievance to discuss the matter informally with any appropriate member of the administration prior to Formal Level I or to proceed independently as described in Section E of these procedures.

Formal Levels

1. Level One:
  - a. A teacher with a grievance shall file a formal written statement with the principal. The principal will respond within five (5) school days. In order to become the basis for a claim and be processed through the formal grievance procedure, any grievance must be presented within ten (10) school days after the grievant knew or should have known of the occurrence or non occurrence of the event upon which the grievance is based, which in no event shall be more than sixty (60) school days from the date of such occurrence or non occurrence. The term "occurrence or non occurrence" shall be deemed to include the time at which such action is effectively recommended or adopted by the Board, and the grievant is advised of such action, notwithstanding later implementation of such action.
  - b. In case the grievance is not the concern of the building principal, the grievance may proceed to Level Two, Section B. within the same time

period prescribed in Subsection a. above.

2. Level Two:
  - a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association's Grievance Committee. To be considered timely such appeal must be made within five (5) school days following the principal's answer at Level One, or within ten (10) school days after presentation of the grievance at Level One if no decision was rendered at Level One.
  - b. Within five (5) school days of receipt of the grievance the Grievance Committee shall decide whether or not there is a meritorious grievance. If the committee decides no meritorious grievance exists and so notifies the claimant in writing, a copy of which shall be sent to the Board of Education, the teacher may continue to process his claim without Association support through Level Four only. If the committee decides there is a meritorious grievance, it shall immediately process the claim with the Superintendent of Schools. Within ten (10) school days from receipt of the grievance by the Superintendent he shall render a decision as to the solution.
3. Level Three:
  - a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within ten (10) school days from the date of receipt of grievance by the Superintendent, he may process the grievance to the Board of Education. To be considered timely such appeal must be made within ten (10) school days following the superintendent's answer at Level Two, or within fifteen (15) school days after presentation of the grievance at Level Two if no decision was rendered at Level Two. A decision shall be rendered within ten (10) school days after the next regularly scheduled Board meeting.
4. Level Four:
  - a. In the event the grievance is not satisfactorily resolved at Level Three or if no decision is reached within the ten (10) day period, the grievance shall immediately be transmitted to the Michigan Employment Relations Commission for mediation.
5. Level Five:
  - a. In the event the grievance is not satisfactorily resolved at Level Four or if no decision is reached within a ten (10) school day period after completion of Level Four, the grievance shall be immediately transmitted to binding arbitration. If the parties cannot agree as to the arbitrator, he shall be

selected by the American Arbitration Association in accord with its rules, which likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration 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.

E. Rights of Representation:

Any party may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person provided, however, that no teacher may be represented by an officer, agent, or other representative of any organization other than the Association. Provided, further, that when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Miscellaneous:

1. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association representatives of the P.R. & R. Committee the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision at Level One shall both be placed in writing. Each grievance shall contain a clear and concise statement of the subject matter of the grievance, and the relief sought. Such statement shall also state the numbers of the articles and sections of this Agreement upon which the grievant believes himself to be entitled to relief. No written grievance statement may contain more than one grievance. Any grievance which does not comply with this paragraph may be returned by the District without action; if timely when originally submitted the grievant shall have up to an additional five (5) school days for resubmittal of the corrected grievance form. Decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest. Any grievance not timely initiated or processed to the next level by the teacher or Association within the time limit in that step shall be abandoned. Any grievance not answered by the District within the time limits provided above may be appealed to the next step of the Grievance Procedure. Time requirements may be waived or extended by agreement of the parties, confirmed in writing.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such procedure.

4. All documents, communications, and reports dealing with a grievance shall be filed separately from the personal files of the participants.
  5. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of a grievance. Personal files of teachers may be examined by written consent of named teacher.
  6. Appeals of any action concerning a tenured teacher, including but not limited to discharge, which may be appealed through the Teacher Tenure Act shall not be grievable or arbitrable pursuant to this Agreement. Similarly, any Board decision concerning non-renewal, dismissal or other matters covered by the Teacher Tenure Act for probationary teachers shall not be grievable or arbitrable pursuant to this Agreement.
- G. The expenses for the arbitrator shall be shared equally between the District and the Association.

#### **ARTICLE XVIII**

##### Curriculum Committees and Departments

- A. The Board and the Association may establish committees and departments to develop recommendations for the Board of Education concerning the nature and design of the K-12 instructional program of the district. As a part of its responsibilities the committees and departments may:
1. Annually review and make recommendations concerning all testing programs and instructional management systems;
  2. Forward other recommendations relating to the district's instructional programs and curriculum;
  3. Forward recommended approved textbook changes to the Administrative Council.
  4. Changes in existing instructional programs and proposed new instructional programs would be reviewed by both the committees and departments and the Administrative Council prior to Board consideration, adoption, or implementation.
  5. Proposals for curriculum/instructional change will be presented to the School Board through channels according to Board policy.
  6. The committees and departments shall seek input from appropriate groups such as, but not limited to, building or grade level councils, students, parents, and

community groups.

7. Prior to formal approval by the Board, a thirty-day period shall be available for public review.
- B. The committees and departments shall meet on a regularly scheduled basis.
  - C. The committees and departments may be allowed to consult with any persons necessary, subject to prior expenditure approval, to develop sound instructional programs. All expenses pertaining to the staff and clerical assistance shall be provided by the Employer.

### **ARTICLE XIX**

#### Professional Development

- A. Modern educational programs require teachers that are aware of new instructional techniques and learning discoveries. Therefore, voluntary programs for professional development shall be encouraged as a joint effort by the Association and the Board of Education. The above parties in accord with state regulations establish the Negaunee Public School Professional Development Council. The majority members of this Council shall be teachers selected by the Association. The Council shall promote teacher growth via such activities as workshops, school visitations and conferences.
- B. Participation in staff development activities shall be encouraged by both parties but shall not be a condition of employment unless held during the standard contracted work day.
- C. Professional Development activities will seek to stimulate professional growth through exposure to diverse instructional approaches and techniques.
- D. Teacher peer roles shall be to share and demonstrate professional techniques they have found to be successful. They shall have no supervisory or summative evaluation responsibilities.
- E. Professional Development activities shall be subject to annual and periodic review and revision.

### **ARTICLE XX**

#### Consolidation/Annexation

In the event that this district shall be annexed, consolidated or otherwise reorganized with one or more districts in whole or in part, the Board will use every effort possible to assure the continued recognition of the Association and the continued employment and benefits of its members in such district.

### **ARTICLE XXI**

## Subcontracting

The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be increased or transferred to persons not covered by this Agreement without the prior written notice to the Association.

### **ARTICLE XXII**

#### Miscellaneous Provisions

- A. The Board agrees at all times to maintain an adequate system-wide list of substitute teachers. Teachers shall be informed of a telephone number they must call before 6:30 a.m. (secondary) or 7:00 a.m. (elementary) if possible or if possible the night before to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a certified substitute teacher.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher.
- C. Special meetings will be held at the request of the Association between the Board of Education and the Association to review teachers' concerns regarding educational issues in the district. One of these meetings can be used to discuss budgetary matters.
- D. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and shall be considered part of the established policies of the Board.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board as expeditiously as possible after ratification by both parties.
- F. 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.
- G. There may be an incentive program. Teachers may have the right and opportunity to submit in writing suggestions to the Superintendent (through proper channels including the Association) which may be presented to the Board. After review by the Board the teacher shall be informed of the rationale of the Board in accepting or rejecting his suggestion. Suggestions, which are accepted and implemented, shall be compensated by the Board of Education.

- H. 1. The calendar for 2012-13 school year shall consist of 181 teacher work days, consisting of: 175 full student instructional days and five (5) full days of professional development. The instructional hours requirement as mandated by the School Code will be attained within this calendar for both years of the contract as will the Professional Development requirements.
- 2. The Board of Education reserves the right to set the opening day of school, while specific calendar for 2013-14 will be determined by a committee of two (2) Association representatives and two (2) Board of Education representatives by April 1 of each succeeding year.
- I. 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 PA 4.

**ARTICLE XXIII**

No Strike/No Lockout

It is the intention of the parties that disputes of any kind be handled through the grievance procedure. Accordingly, for the duration of this Agreement, the District agrees that there shall be no lockouts and the Association and the teachers agree that there shall be no strikes, including sympathy strikes, picketing, or any other work stoppages or acts of a similar nature, whether primary or secondary, that would interfere with the operation of the District. Association members will not engage in Association activity during class time, or engage other teachers in Association activity during class time unless prior approval has been obtained from the Administrator.

**ARTICLE XXIV**

Fringe Benefits

- A. Effective September 1, 2012, for each teacher making proper application the Employer shall be obligated to pay eight (80) percent of the cost of the medical premium.

The employee's contribution will be spread over 20 or 26 pays as equally as feasible as elected by the employee and will be automatically deducted from the employee's pay.

PLAN A		
MESSA Choices II	\$	100/\$200 deductible



\$10 office visit

Long-term Disability 66 2/3%  
Plan 1  
\$2,500 maximum 90 calendar  
days - modified full Freeze on offsets  
Alcoholism/drug addiction - 2 year  
Mental/nervous same as other illness

Delta Dental Plan A (mod)/006: 80/80/80  
Vision VSP-3

Negotiated Life \$30,000

PLAN B

Long-term Disability 66 2/3% - Same as Plan A  
Delta Dental E/007: 80/80/80  
Vision VSP-3

Negotiated Life \$40,000

Dependent Life \$10,000 spouse/\$5,000 each dependent child  
Annuity \$1,500\*  
10% Premium Co-pay

\* If a minimum of 14 participants choose Plan B, the annuity will increase to \$3,500.

- B. As in the past, the District will pay prorated premiums for eligible part-time employees electing insurance coverage. The District shall have no obligation to make monthly premium payments on behalf of any teacher who has not prepaid their monthly portion of the cost of such coverage.
- C. A teacher may elect not to use accumulated sick leave days in order to receive sickness and accident or other insurance benefits to the extent permitted by any insurance policy covering the teacher.
- D. Teachers shall not be asked or required to drive students either in their own vehicles or school-owned vehicles unless covered by school-paid liability insurance.
- E. Laid-off employees may continue their health, dental, and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer according to the underwriting rules of the carrier if the carrier permits the same.

**XXV**

Term of This Agreement

- A. This Agreement shall become effective, August 29, 2012 and shall remain in full force and effect through June 30, 2013.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

The "Association"

The "District"

By: \_\_\_\_\_  
RaeAnn Loy, President  
Negaunee Education Association

By: \_\_\_\_\_  
Virginia Paulson, President  
Negaunee Board of Education

By: \_\_\_\_\_  
Mark Churchill  
Negotiations Chairperson  
Negaunee Education Association

By: \_\_\_\_\_  
Susan Wideman, Secretary  
Negaunee Board of Education

By: \_\_\_\_\_  
Stuart Skauge  
MEA 17-A UniServ Director

SCHEDULE A-1 SALARY INDEX

NEGAUNEE PUBLIC SCHOOLS  
SALARY INDEX

Years of Experience*	<u>B.A.</u>	** <u>B.A.+18</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
0	1.00	1.05	1.15	1.25	1.35
1	1.05	1.10	1.20	1.30	1.40
2	1.10	1.15	1.25	1.35	1.45
3	1.15	1.20	1.30	1.40	1.50
4	1.20	1.25	1.35	1.45	1.55
5	1.25	1.30	1.40	1.50	1.60
6	1.30	1.35	1.45	1.55	1.65
7	1.35	1.40	1.50	1.60	1.70
8	1.40	1.45	1.55	1.65	1.75
9	1.45	1.50	1.60	1.70	1.80
10	1.50	1.55	1.65	1.75	1.85
11		1.60	1.70	1.80	1.90
12			1.75	1.85	1.95
13				1.90	2.00
14					2.05
15 - 19	1.55	1.65	1.80	1.95	2.10
20 - 24	1.60	1.70	1.85	2.00	2.15
25			1.90	2.05	2.20
30***			1.95	2.10	

\*As of the dates indicated on the salary schedules.

\*\* Will be used to determine salaries of BA+15 teachers employed in 1980-1981 school year.

\*\*\* For teachers employed prior to September 1, 1975.

Schedule A-2

NEGAUNEE PUBLIC SCHOOLS  
SALARY SCHEDULE

2012-13

2% Salary Increase \$33,342

	B.A.	B.A. + 18	M.A.	M.A. + 15	M.A. + 30
Years of Experience					
<b>Years</b>					
0	\$33,342	\$35,009	\$38,343	\$41,678	\$45,012
1	\$35,009	\$36,676	\$40,010	\$43,345	\$46,679
2	\$36,676	\$38,343	\$41,678	\$45,012	\$48,346
3	\$38,343	\$40,010	\$43,345	\$46,679	\$50,013
4	\$40,010	\$41,678	\$45,012	\$48,346	\$51,680
5	\$41,678	\$43,345	\$46,679	\$50,013	\$53,347
6	\$43,345	\$45,012	\$48,346	\$51,680	\$55,014
7	\$45,012	\$46,679	\$50,013	\$53,347	\$56,681
8	\$46,679	\$48,346	\$51,680	\$55,014	\$58,349
9	\$48,346	\$50,013	\$53,347	\$56,681	\$60,016
10	\$50,013	\$51,680	\$55,014	\$58,349	\$61,683
11		\$53,347	\$56,681	\$60,016	\$63,350
12			\$58,349	\$61,683	\$65,017
13				\$63,350	\$66,684
14					\$68,351
15 - 19	\$51,680	\$55,014	\$60,016	\$65,017	\$70,018
20 - 24	\$53,347	\$56,681	\$61,683	\$66,684	\$71,685
25			\$63,350	\$68,351	\$73,352
30***			\$65,017	\$70,018	

Compensation:

In the 2012-13 school year, the base salary will be \$33,342 plus a one-time off-schedule payment of \$500 if the official State Aid Membership count is 1496 students or less and \$750 if the official State Aid Membership count is 1497 or more. The off schedule payment will be made on November 30, 2012.

Schedule B-1 Negaunee Public Schools Supplementary Salaries  
**2012-13**

\$33,342

% of Base Years		2	2-1/2	3	3-1/2	4	5	5.5	6	6.5	7
0	\$333	\$667	\$834	\$1,000	\$1,167	\$1,334	\$1,667	\$1,834	\$2,001	\$2,167	\$2,334
1	\$350	\$700	\$875	\$1,050	\$1,225	\$1,400	\$1,750	\$1,926	\$2,101	\$2,276	\$2,451
2	\$368	\$735	\$919	\$1,103	\$1,287	\$1,470	\$1,838	\$2,022	\$2,206	\$2,389	\$2,573
3	\$386	\$772	\$965	\$1,158	\$1,351	\$1,544	\$1,930	\$2,123	\$2,316	\$2,509	\$2,702
4	\$405	\$811	\$1,013	\$1,216	\$1,418	\$1,621	\$2,026	\$2,229	\$2,432	\$2,634	\$2,837
5	\$426	\$851	\$1,064	\$1,277	\$1,489	\$1,702	\$2,128	\$2,340	\$2,553	\$2,766	\$2,979
15	\$447	\$894	\$1,117	\$1,340	\$1,564	\$1,787	\$2,234	\$2,457	\$2,681	\$2,904	\$3,128

% of Base Years		8	8.5	10	11	12	14	14.5	15	18	20	26
0	\$2,667	\$2,834	\$3,334	\$3,668	\$4,001	\$4,668	\$4,835	\$5,001	\$6,002	\$6,668	\$8,669	
1	\$2,801	\$2,976	\$3,501	\$3,851	\$4,201	\$4,901	\$5,076	\$5,251	\$6,302	\$7,002	\$9,102	
2	\$2,941	\$3,125	\$3,676	\$4,044	\$4,411	\$5,146	\$5,330	\$5,514	\$6,617	\$7,352	\$9,557	
3	\$3,088	\$3,281	\$3,860	\$4,246	\$4,632	\$5,404	\$5,597	\$5,790	\$6,948	\$7,720	\$10,035	
4	\$3,242	\$3,445	\$4,053	\$4,458	\$4,863	\$5,674	\$5,876	\$6,079	\$7,295	\$8,105	\$10,537	
5	\$3,404	\$3,617	\$4,255	\$4,681	\$5,106	\$5,958	\$6,170	\$6,383	\$7,660	\$8,511	\$11,064	
15	\$3,575	\$3,798	\$4,468	\$4,915	\$5,362	\$6,255	\$6,479	\$6,702	\$8,043	\$8,936	\$11,617	

SCHEDULE B-2

SUPPLEMENTARY CONTRACT SALARIES  
BASKETBALL

Grade School .....	2%
Intramural .....	4%
7th Grade .....	6 1/2%
8th Grade .....	6 1/2%
9th Grade .....	8%
J.V. ....	12%
Varsity .....	15%

FOOTBALL

7th and 8th Grade .....	3%
9th Grade:	
Head .....	11%
Assistant .....	8%
J.V.	
Head .....	12%
Assistant .....	8%
Varsity:	
Head .....	18%
Assistant .....	12%
2nd Assistant .....	12%

BOYS' BASEBALL

Head.....	8%
Assistant.....	4%

WRESTLING

Varsity:	
Head .....	10%
Assistant .....	5%

TRACK

Head .....	8%
Assistant .....	4%
7th and 8th .....	2 1/2%

## TENNIS

Varsity	
Head .....	7%
Assistant .....	4%

## GYMNASTICS

Head .....	8%
Assistant .....	4%
Assistant .....	4%
One Assistant Only .....	5%

## CROSS COUNTRY

Varsity .....	7%
Middle School .....	1%

## GOLF

Varsity .....	7%
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## VOLLEYBALL

Head .....	10%
Assistant .....	4%
J.V. Head .....	6%
(if separate coach/program)	

## HOCKEY

Head .....	10%
Assistant .....	5%

## GIRLS SOFTBALL

Varsity .....	8%
J.V. ....	4%

ATHLETIC DIRECTOR .....	20%
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Middle School - A.D .....	6%
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GENERAL

Audio Visual Director.....	\$300
BOEC Advisor.....	5 1/2%
Cheerleader Advisor High School (2)(10% if one)	
Head .....	6%
Assistant .....	4%
Cheerleader Advisor Middle School.....	3%
Chess Team.....	2%
Class Advisors:	
Grades 7, 8, 9 and 10.....	1%
Grades 11 and 12.....	3 1/2%
Concert Orchestra.....	3%
Debate Coach – Varsity.....	6%
Debate Coach - J.V.....	2%
Detention.....	\$20/hr
Drama Director.....	3%
Forensic Coach.....	5%
MS Forensics coach.....	2%
General Rate.....	\$15/hr
High School Bowl.....	Minimum 2%
Jazz Band.....	3%
Music Instruction	
Special Group Vocal.....	8%
Summer Music.....	6%
Athletic Games.....	4%
M.S. National Anthem Chorus.....	1%
Noon Hour Duty	
Elementary.....	6%
Secondary/Middle School.....	7%
North Central Coordinator.....	5%
Pioneer Advisor.....	8 1/2%
Middle School Yearbook.....	3%
Lakeview Yearbook.....	3%
Ski Club.....	2%
Student Council Advisors (Includes Lakeview).....	2%
Summer Driver Training.....	14 1/2%
Technical Director – Drama.....	2%
Flag Corp Director.....	2%

Teacher Computer Consultant:  
 Shall be negotiated one month prior to instituting such program.



- A. Experience factor placement on the extra-curricular salary schedule shall be as follows:
1. Lateral experience shall be granted  
Example: Boys head coach vs girls head coach
  2. Vertical experience down shall be granted  
Example: Head coach Freshmen to head coach Junior High
  3. Junior High shall be considered interchangeable in experience  
Example: Eighth to Seventh or Seventh to Eighth
  4. Upward experience shall be granted on a two-for-one ratio.  
Example: Two years Junior Varsity to one year Varsity
  5. Credit shall be granted only for people while they are under contract in Negaunee for the above conditions.
- B. There shall be no deviations from the above Supplementary Contract Salaries, for bargaining unit members, without mutual written consent of the Association and the District. The District will not (without first offering such rate to qualified bargaining unit members) offer a higher rate than the above salaries to non bargaining unit members.
- C. All non-sport Schedule B contracts will be paid at the request of the employee through either of the following options:
- a. One-half of the contracted amount on the first pay date in December and one-half of the contracted amount on the last pay date in May or the full contract on the last pay date in May.
- D. All sport and sports related Schedule B contracts will be paid according to the season in which the sport is held, fall, winter or spring, at the end of that particular sport season. The fall season sports will be paid on the first pay date in November, the winter season sports will be paid on the first pay date in March, and the spring sports will be paid on the last pay date in May.

SCHEDULE B-3

SCHOOL DISTRICT OF NEGAUNEE, MICHIGAN

SUPPLEMENTARY NOTICE

To:

This supplementary salary notice covers extra-contractual assignments for the school year 20\_\_ - 20\_\_.

Assignment

Rate

Assignment to the above extra-contractual position and the pay rate attached terminates at the end of the 20\_\_ - 20\_\_ school year.

The Negaunee Board of Education is paying the required amount for retirement.

As a matter of record, please acknowledge your acceptance of this assignment by signing one copy and returning it to the Superintendent of Schools.

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

SCHEDULE B-4

SCHOOL DISTRICT OF NEGAUNEE, MICHIGAN  
EMPLOYMENT CONTRACT

Date of  
Continuous Service \_\_\_\_\_  
Probationary Teacher \_\_\_\_\_  
Tenure Teacher \_\_\_\_\_

This Contract of Employment, by and between the Board of Education of the School District of Negaunee, County of Marquette, State of Michigan, and

\_\_\_\_\_

This Contract of Employment for the 20\_\_ - 20\_\_ school year is issued subject to the terms of the Master Agreement (Contract) for the 20\_\_-20\_\_ school years.

SALARY INFORMATION

Years Credit for salary schedule	Degree Beyond Degree	Semester Hours	Salary 20__ - 20__
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The Negaunee Board of Education is paying the required amount for retirement.

Please sign and return the colored copy to the Superintendent of Schools.

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

## SCHEDULE C

### 2012-13 SCHOOL CALENDAR

		<u>No. of School Days</u>		
		<u>Student</u>	<u>Teacher</u>	
August 29	School Opens	0	2	Aug.
September 4	Labor Day	19	19	Sept.
October 12	Professional Development Parent-Teacher Conferences (2)	22	23	Oct.
November 22-23	Thanksgiving Vacation	20	20	Nov.
December 24	Winter Vacation	15	15	Dec.
January 2	School Resumes	22	22	Jan.
February 15	Professional Development	19	20	Feb.
March 15	Professional Development	19	20	Mar.
March 29- April 5 April	Spring Break	17	17	
May 27	Memorial Day	22	22	May
May 31	Last Day/School Closes	---	---	
		175	181	

If days must be added to replace days lost due to inclement weather, such days will be added, unless otherwise agreed by the parties, at the end of the school year.

## SCHEDULE D

RESOLUTION ADOPTED BY THE NEGAUNEE BOARD OF EDUCATION

WHEREAS, Section 403 (b) of the Internal Revenue Code of 1954, as amended, does permit the purchase of an annuity contract for an employee who performs services for an educational institution as defined in Section 151 (d) (4) of the Internal Revenue Code of 1954, and which employer is a state, a political subdivision of a state, or an agency or instrumentality of any one or more of the foregoing, and:

WHEREAS, the Negaunee Board of Education is desirous of permitting its employees to obtain any and all benefits made available to such of its employees as may properly qualify therefore, and:

WHEREAS, the Negaunee Board of Education permits its employees who may properly qualify, to obtain annuity contracts and the benefits resulting therefrom,

NOW THEREFORE, Be It Resolved That, the Negaunee Board of Education by these presents does hereby declare the policy of the Negaunee School District to be and henceforth shall be that all qualified employees of this District may, if they so elect, and subject to all applicable requirements and conditions, participate in the purchase of said annuity contracts.

FURTHER, that the contracts of employment of all qualified employees who so elect may properly be amended in view of the policy herein declared.

BE IT FURTHER RESOLVED, that the Business Manager of the Negaunee Public Schools is hereby authorized to adopt a proper procedure for the administration of and handling of all funds, the handling and transmission of which has been made necessary through the adoption of and implementation of the policy hereby declared.

BE IT FURTHER RESOLVED, that all present employees of the Negaunee School District and all individuals who shall subsequently be employed by the Negaunee School District, shall be informed of the policy herein declared and by the Superintendent of Schools in whatever manner he deems proper, as expeditiously as possible or at the time of employment, whichever is applicable.

