

AGREEMENT

by and between

THE BOARD OF EDUCATION OF THE  
REPUBLIC-MICHIGAMME SCHOOL DISTRICT

Republic, Michigan 49879

and the

REPUBLIC-MICHIGAMME EDUCATION ASSOCIATION

affiliated with

THE UPPER PENINSULA EDUCATION ASSOCIATION

2015-2016

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**ARTICLE I CONTRACT DEFINITION AND RECOGNITION**

**DEFINITIONS**

**SECTION 1**

This contract by and between the Board of Education of the Republic-Michigamme School District, Republic, Michigan, (hereinafter called “the Board”) and the Upper Peninsula Education Association and the Michigan Education Association (hereinafter called “the Association”) is to govern the relations between the Board and the Association during the duration of this Agreement. This contract is referred to hereinafter as the “Agreement.”

When used in this contract, the following terms have the following meanings: (Terms defined in the body of the Agreement shall have the meanings ascribed to them within the section where defined only.)

- A. “Teacher refers to all persons represented by the Association described in Section 3A of the Agreement, infra.
- B. “Board” refers to the Board of Education of the Republic-Michigamme School District and/or its representatives.

WITNESSETH

**SECTION 2**

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

RECOGNITION

**SECTION 3A**

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 professional personnel, including personnel on tenure or probation, classroom teachers, guidance counselors, librarians, advising or critic teachers, but excluding supervisory and executive personnel and office clerical employees. The term “teacher” when used hereinafter in this Agreement shall refer to all employees represented by the Association in the

bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers. The term “Board” shall refer to the Board of Education and/or its designated representatives.

### SECTION 3B

The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement.

### SECTION 3C

It is contemplated that matters not covered by this Agreement and not subject to the grievance procedure in Article XIII of this Agreement, but of common concern to the parties, shall be discussed by the parties from time to time during the period of this Agreement upon request by either party or the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. In the event that either party desires to discuss matters which are not covered by this Agreement and not subject to the grievance procedure in Article XIII of this Agreement, they shall notify the other of such desire in writing.

### SECTION 3D

The parties hereto agree that the provisions of this contract shall automatically be modified to conform with existing law should any provisions of this contract be illegal or unlawful as finally determined by a court of competent jurisdiction.

### SECTION 3E

Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ASSOCIATION AGENT VISITATION PRIVILEGES

SECTION 4

Representatives of the Association shall have access to the building and the right to consult with the officers of the Association. This consultation, however, shall not interfere with any classes at the time of such visitation; and such consultation shall be arranged by the Administration.

**ARTICLE II BOARD RIGHTS**

SECTION 5A

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
2. To hire all employees and subject to the provisions of law to determine their qualifications and conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
3. To establish grades and courses 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;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and use teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and duties of teachers and other employees with respect thereto, and with respect to administrative and nonteaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, 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 the Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

#### Section 5B

1. Per board policy, no teacher shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.
2. A teacher shall be entitled to have present a representative of the Association during any disciplinary action when such action will become part of the teacher's personnel file. 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. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of the Agreement to the action being taken.

### **ARTICLE III CONDITIONS OF WORK**

#### SECTION 6A NORMAL TEACHING LOAD

- 1) The normal weekly teaching load in the high school will be twenty-four (24) class periods based on an eight- (8) period day
- 2) a. If it is necessary for a teacher to have additional classes beyond these limits, he/she will be compensated proportionally at a rate of one-eighth (1/8) his/her base salary.  
b. If one teacher substitutes for another teacher during the course of the school day, the teacher will be able to claim compensatory time for each time subbing for another teacher. Such compensatory time will be taken in blocks of four-eighths (4/8) or eight-eighths (8/8) and must be approved by the administration. The time may be carried over year to year. Subbing shall be voluntary and teachers have the option to deny the substitute request.
- 3) For elementary teachers, no teacher's daily teaching load will be more than the equivalent of six (6) hours (periods).
- 4) An elementary teacher's daily load will include the equivalent of two (2) preparation periods.



- 5) It is further understood that all elementary teachers will have preparation time during scheduled art, music, or physical education classes.
- 6)
  - a. Teachers approved for part-time assignment shall receive salary pro-rated for their share of full-time responsibility. They shall receive full benefits if employed at 5/8 time or greater, and pro-rated benefits if employed at less than 5/8 time.
  - b. Teachers participating in part-time duties shall receive full seniority credit and full advancement on the salary schedule for each year of part-time service.
  - c. Participants and part-time duties are expected to attend regular staff meetings, committee meetings, parent-teacher conferences, and professional development meetings
  - d. All part-time teachers' contact hours shall be consecutive.
- 7)
  - a. A teacher required to teach split class(es) will be compensated at the rate of 1% of their base salary.
  - b. Split class(es) consist of more than one curriculum being taught during one class period.

#### Section 6B TEACHER SUPPLIES

All teachers shall be given a tentative schedule or a list of classes they would be teaching for the forthcoming year no later than the last day of school. In the event that changes in such schedule are needed after this point, all affected teachers will be consulted with about the proposed changes.

#### SECTION 6C PUPIL-TEACHER RATIOS

The Board and the Association recognize the desirability of class sizes, which provide for the minimum number of students per teacher and pledge their respective organizations to cooperate in efforts to attain such an educational environment for the students of the Republic-Michigamme School District. In decisions regarding students assigned to split classrooms, teachers affected by such decisions shall be consulted.

Present conditions and facilities in the Republic-Michigamme School System suggest the following guideline for class sizes:

Pre-K/Kindergarten . . . . .	22	Mathematics . . . . .	25
Grades 1 through 6 . . . . .	25	Science . . . . .	25
Special classes for the handicapped or cognitively impaired . . . . .	15	Language . . . . .	25
Split Classroom. . . . .	18	Business. . . . .	25
English . . . . .	25	Computers . . . . .	20
Social Studies . . . . .	25	Industrial Arts . . . . .	20
General Education . . . . .	25	Drafting . . . . .	20
Vocational Shops. . . . .	20	Music and Band. . . . .	No Limit
Homemaking . . . . .	20	Art . . . . .	20
Physical Education . . . . .	30	Remedial Classes . . . . .	10

SECTION 6D SUPPLY REQUISITIONS

Every teacher shall be responsible for the requisition of their own classroom supplies. Requisitions will be made as needed.

SECTION 6E INSTRUCTIONAL DUPLICATING EQUIPMENT

The Board agrees to make available word processing equipment, copier machine and computer printers necessary to prepare instructional material to aid teachers in preparation of instructional material.

## SECTION 6F SCHOOL CURRICULUM

The Association and the Board realize that the curriculum of our school should be continually evaluated and revised as necessary to meet the needs of the students. A committee shall be established by the Superintendent on an ad hoc basis as needed. This committee shall meet with the time and place to be arranged by the Administration. Representation shall include the Board of Education, teaching staff and administration and others deemed necessary.

## SECTION 6G MEETINGS AND CONFERENCES

When a teacher attends meetings, conferences, or other activities at the request of the Board, the Board shall compensate the teacher for expenses and shall guarantee that the teacher shall suffer no loss of salary or other benefit by virtue of such attendance. A tentative budget shall be submitted by the teacher ten (10) days in advance of the conference. The Board agrees to pay the teacher within ten (10) days after the completion of the conference. The prevailing IRS mileage rate will be paid by the Board for authorized use of a personal car for business purposes.

## SECTION 6H ROOMS FOR TEACHERS' USE

The Board shall make available a cleaned and furnished lunch room, restroom and lavatory facilities exclusively for teacher use.

## SECTION 6I TELEPHONE FACILITIES

Local calls can be made from the office or by personal cell phones on teachers' preparation periods.

## SECTION 6J LUNCH PERIOD, FREE TIME, STUDENT INSTRUCTION DAYS

1. All teachers shall be allowed no less than thirty (30) minutes of duty-free uninterrupted lunch period except in any unforeseen and emergency situations.
2. Teachers shall arrive at school and be on duty in or near their classrooms available to the students by 7:50 a.m.

3. Teachers are permitted to leave no earlier than 4:15 p.m., provided prior arrangements have not been made with students or parents with requests for conferences or extra-help sessions.  
Teachers are permitted to leave on Fridays after the departure of the buses.
4. During exams the regular school day shall be honored by all teachers regardless of the time of dismissal of students.
5. Teachers assigned to a combined elementary-secondary teaching position shall have their hours determined by the Superintendent of Schools.
6. If for any reason all of the students are dismissed from school early, teachers may be excused after dismissal of the students.
7. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions shall be rescheduled only according to law. Dates for any state-required calendar make-up of cancellations shall be negotiated jointly between the Board of Education and the Association.
8. The Board of Education shall not be required to cancel a “work day” (i.e., a day when teachers report but students are not in session such as end-of-semester grading day, a parent-teacher conference day or an in-service day) or that portion of any day which is scheduled to be partial “work day” even though students do not report. However, the Board may do so in its discretion. The Board shall not be required to reschedule a “work day” or a partial “work day” which is cancelled but may do so in its discretion.

Total annual salary is based on the number of days of work during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid

an additional per diem rate only for any days which they are required to work as part of the regular school year beyond the number of workdays scheduled.

9. Snow days will be made up (if required by law to meet minimum days and hours) through the utilizing of snow make-up days and continuous extension of the school year. Board representatives will negotiate with two (2) designated representatives of the Association regarding the actual dates on which any make-up days will be held before such dates are scheduled by the Board.

#### SECTION 6K SUBSTITUTE TEACHERS

1. The Board agrees at all times to maintain a list of qualified substitute teachers.
2. Teachers shall be informed of a telephone number they may call to report unavailability for work.
3. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange a substitute teacher. If a substitute cannot be obtained, the rotation of staff will be utilized. A teacher can accept or decline a subbing period. If accepted the teacher will be compensated with comp time (one period for one period).

#### SECTION 6L LESSON PLANS

1. All teachers will maintain lesson plans available for the Superintendent/Principal to review at any time. These will be submitted to the Principal each Tuesday for the week for review and also enable substitute teachers to be effective as possible.
2. These lesson plans shall be available for use by the substitute teachers, and sent via email or hard copy in the event of the teacher's absence from school.
3. Each teacher shall post and turn in their completed grades to the office at the close of each marking period by the day and time posted by the administration.

#### SECTION 6M REASON FOR ABSENCE

Teachers calling to report unavailability shall indicate the reason, whether it be personal illness, illness or death in the family.

#### SECTION 6N PARENT-TEACHER CONFERENCE

1. A minimum of two (2) parent-teacher conferences will be held during the school year.
2. Parent teacher conferences for middle and high school students are 1:30 to 3:30, 4:30 to 7:00.
3. Parent teacher conference times for elementary will be per appointment and report cards will be sent home by the teacher.
4. A list of appointments shall be in the hands of each teacher prior to said conference.
5. All teachers shall be in attendance for their scheduled conference unless other arrangements have been made with the Administration.
6. One (1) open house may be held yearly and each teacher shall be in attendance.

#### SECTION 6O SCHOOL CALENDAR

The school calendar shall be negotiated by the Board of Education and the Association and shall become a part of this contract.

#### SECTION 6P ASSOCIATION MEETINGS AND ASSOCIATION LEAVE

The Association shall have the right to use school building facilities at all reasonable hours for meetings. "Reasonable hours" shall in no way be construed to mean during the teachers' working hours. A total of six (6) days per year shall be granted to teachers for Association leave, not accumulative. The Association will reimburse the cost of the substitute for the last three (3) days used.

#### SECTION 6Q ASSOCIATION USE OF SCHOOL FACILITIES

The Association shall have the right to use the bulletin boards in the teachers' room and mailboxes for any material or communications in relation to the Association. It may also have the right to use school facilities and equipment including word processors and other duplicating equipment when such

equipment is not otherwise in use. The Association shall pay for all materials and supplies incident to such use on such terms as the Board may specify.

#### SECTION 6R ASSOCIATION REQUESTS OF FINANCIAL INFORMATION

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 other such information as will assist the Association in developing, intelligent, accurate, informed and constructive programs on behalf of the teachers, together with non-confidential information which may be necessary for the Association to process any grievance. Such requests shall be made to the Superintendent or his designee in writing.

#### SECTION 6S NEGOTIATIONS-RELEASE FROM DUTIES

A teacher engaged during the school day negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance procedures, including arbitration, shall be released from regular duties without loss of salary, provided that the time for such negotiating or arbitration has been approved by the Superintendent of Schools or the Board of Education or has been set by the Michigan Employment Relations Commission.

#### SECTION 6T ADDITIONAL TEACHING ASSIGNMENTS

Teachers regularly employed in the district shall be notified first about any additional job assignments including coaching positions and shall be given an opportunity to apply for those positions before they are offered to the public. (Length of services in the district shall be taken into consideration in filling these positions.)

#### SECTION 6U HIRING OF TEACHERS - (See Board Policy)

1. A vacancy shall be defined as a position presently unfilled, or a new position that is currently not in existence as defined by Section 3A of this contract.

2. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association as well as individual teachers certified and highly qualified in such vacancy, and post a notice on a bulletin board in the school before the position is filled. When school is not in session, the President of the Association shall be informed.

#### SECTION 6V TEACHER REDUCTIONS

Should substantial and unforeseen changes in the student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, before any reductions are made in the number of teachers employed by the Board, the Board (or designee), and the Association will discuss what methods shall be utilized to affect the staff reduction.

#### ARTICLE IV TEACHER EVALUATIONS

SECTION 7      See Board Policy

#### ARTICLE V TEACHER TENURE STATUS

#### SECTION 8

Upon reaching tenure status per Michigan law, letter(s) will be placed in personal files with a copy given to teacher(s).

#### ARTICLE VI – PUPIL ADMINISTRATION

#### SECTION 9A DISCIPLINE

The teacher shall be responsible for discipline in the classroom. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, at the request of the teacher. Whenever it appears to the Board that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to utilize these resources with respect to such pupil.



In accordance with the requirements with the Revised School Code, a teacher may exclude a pupil from one (1) class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal full particulars of the incident no later than the end of the same day.

#### SECTION 9B ASSAULT

Any case of assault and/or battery upon a teacher will be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

#### SECTION 9C LOSS-DAMAGES

The Board shall reimburse teachers for any damage to or destruction of clothing or personal effects normally used by people in the course of their day-to-day activities when such damage or destruction occurs while the teacher is on duty in or for the Republic-Michigamme School District and is caused by a student of the District. In the event the Board and the teacher involved are unable to agree upon the amount of reimbursement to be paid under this section, then the matter shall be referred to a joint Association-Board ad hoc committee for discussion. In the event that the ad hoc committee is unable to agree as to the amount of reimbursement to be paid, the matter shall be referred to a third party acceptable to the Board and the Association whose decision shall be final and binding.

#### SECTION 9D COMPLAINTS

Parents wishing to make complaints against a teacher at a Board meeting or otherwise shall be requested by the Board or the Administration to meet with the teacher and attempt to resolve the complaint. Should the parent express dissatisfaction after such meeting with the teacher, the matter shall be discussed with the appropriate administrator, the teacher, and the parent. If the matter is not resolved, a meeting between the appropriate administrator, the parent, and the teacher involved shall be taken up in closed session with the teacher and appropriate administrator(s) present.

### SECTION 9E CLASSROOM POLICIES

Parents or legal guardians shall adhere to the following criteria when a classroom visit is desired:

1. A minimum of one (1) day notice shall be given.
2. A statement of the purpose of the visit shall be given.
3. A statement of the course or subject to be observed shall be given.
4. The length of the requested visit will be given.
5. No videotaping or electronic surveillance will be permitted.
6. Privacy rights of other students will be maintained.

### SECTION 9F STUDENT POLICIES

Student Policy will be enacted by the Board in grades Pre-K through 12. The Student Policy shall be enforced by the teachers under the general direction and supervision of the Board through its representative(s).

### SECTION 9G NEW TEACHERS

New Teachers shall be informed of duties, rules, and regulations pertaining to their teaching day by the Administration at the opening of the school year. These rules and policies shall be maintained in a teacher's handbook, which shall be made available to all teachers.

### SECTION 9H TEACHER-COUNSELORS

There shall be written notice to teachers and counselors involved when a student has dropped out of school or upon re-entrance.

**ARTICLE VII – SALARY SCHEDULE**

**SECTION 10A**

**2015-16 - Base Salary \$34,292**

**REPUBLIC-MICHIGAMME EA Schedule Index**

Year of Teaching Step	BA	+8	+18	+30	MA or BA+36	MA+6 or BA+42	MA+12 or BA+48	MA+18 or BA+54	MA+24 or BA+60	MA+30 or BA+66	MA+45 or BA+81
1	1.00	1.03	1.06	1.10	1.14	1.16	1.18	1.20	1.22	1.24	1.30
2	1.04	1.0712	1.1024	1.144	1.1858	1.2064	1.2272	1.2480	1.2688	1.2896	1.3520
3	1.0816	1.1140	1.1465	1.1898	1.2330	1.2547	1.2763	1.2979	1.3196	1.3412	1.4061
4	1.1249	1.1586	1.1924	1.2374	1.2823	1.3049	1.3274	1.3498	1.3724	1.3948	1.4623
5	1.1699	1.2050	1.2401	1.2869	1.3336	1.3571	1.3805	1.4038	1.4273	1.4506	1.5208
6	1.2167	1.2532	1.2897	1.3384	1.3869	1.4114	1.4357	1.4600	1.4844	1.5086	1.5816
7	1.2654	1.3033	1.3413	1.3919	1.4424	1.4679	1.4931	1.5184	1.5438	1.5689	1.6449
8	1.3160	1.3554	1.3950	1.4476	1.5001	1.5266	1.5528	1.5791	1.6055	1.6317	1.7107
9	1.3686	1.4096	1.4508	1.5055	1.5601	1.5877	1.6149	1.6423	1.6697	1.6970	1.7791
10	1.4233	1.4660	1.5088	1.5657	1.6225	1.6512	1.6795	1.7080	1.7364	1.7649	1.8503
11-15	1.4802	1.5247	1.5692	1.6283	1.6874	1.7172	1.7467	1.7763	1.8059	1.8355	1.9243
16-20	1.5394	1.5856	1.6320	1.6934	1.7549	1.7859	1.8166	1.8474	1.8781	1.9089	2.0000
21-25	1.6010	1.6491	1.6973	1.7611	1.8251	1.8573	1.8893	1.9213	1.9532	1.9853	2.0000
26-30	1.6650	1.7150	1.7652	1.8315	1.8977	1.9316	1.9659	1.9982	2.0000	2.0000	2.0000
31	1.7316	1.7836	1.8358	1.9048	1.9736	2.0000	2.0000	2.0000	2.0000	2.0000	2.0000

SECTION 10B

2015-2016 EXTRACURRICULAR SCHEDULE

<u>Activity</u>	<u>Percentage Rate of Base</u>
Varsity Basketball . . . . .	15
JV Basketball . . . . .	10
7 <sup>th</sup> and 8 <sup>th</sup> Basketball . . . . .	5.6
Varsity Track . . . . .	5.6
Track Assistant . . . . .	4.1
Junior High Track. . . . .	4.1
Band Director . . . . .	5
Drama . . . . .	5
Middle School – One-Act Play . . . . .	2.5
Middle School – Full Play . . . . .	5
Forensics . . . . .	5
Junior High Forensics . . . . .	2
Cheerleading . . . . .	5
Junior High Cheerleading. . . . .	3
Annual . . . . .	7
Audio Visual . . . . .	5
High School Bowl:	
1 <sup>st</sup> Round. . . . .	3
2 <sup>nd</sup> Round . . . . .	3.5
3 <sup>rd</sup> Round . . . . .	4
4 <sup>th</sup> Round . . . . .	4.5
5 <sup>th</sup> Round+. . . . .	5
Debate . . . . .	5
Vocal Concert Director. . . . .	5
Advisors: 9 <sup>th</sup> & 10 <sup>th</sup> Grades. . . . .	2
Advisors: 11 <sup>th</sup> Grade . . . . .	5
Advisors: 12 <sup>th</sup> Grade . . . . .	3
Advisors: Middle School . . . . .	1
Driver Education . . . . .	.067% per hour
Cross Country Varsity. . . . .	5.6
Cross Country Assistant . . . . .	4.1
Cross Country – Junior High . . . . .	4.1
Chess . . . . .	1.5
Student Council . . . . .	3
Audio Visual/Computer Tech . . . . .	5
National Honor Society . . . . .	3

For the 2015-2016 School Year the above percentages will be paid on a base pay of \$34,292.

SECTION 10C SUBSTITUTE PAY

Substitute Pay: Day-to-day. . . . . Board Discretion

SECTION 10D CREDIT FOR PRIOR TEACHING

New employees who have had previous certified teaching experience shall be given credit for as many as five (5) years’ credit on the salary schedule and may be given up to ten (10) more years’ service credit at the discretion of the Board.

Advancement of the salary schedule shall be for graduate credit only. Undergraduate credit may be counted toward advancement if previously approved by the Superintendent/Board of Education as part of a minor or major building program (or other such benefit of the district) before the course was taken.

Any bargaining unit member who enrolls in a course related to his/her employment responsibilities at an accredited college or university at the direction of the Board shall receive full reimbursement from the Employer for his/her tuition, fees, and books upon the successful completion of such course (“C” average).

SECTION 10E SALARY B CHECKS

Separate checks will be dispersed with appropriate deductions upon completion of extra-curricular activities and their responsibilities, as requested per coach/advisor.

SECTION 10F LONGEVITY PAYMENTS

Teachers will receive a Longevity payment based on the following chart. The Parties aver that the signing bonuses listed below are not compensation or remuneration for services performed, and thus are not “compensation” pursuant to MCL 38.1303a..

Years of Service		2015/16
1-11 years		\$500.00
12-16 years		\$1,500.00
17-22 years		\$1,750.00
23-30 years		\$2,000.00

## **ARTICLE VIII – EMPLOYEE BENEFITS**

### **SECTION 11A INSURANCE**

For 2015/16 the Board will provide 80% of the costs of health care benefits (MESSA Choices II) and full costs of the non healthcare benefits. The Board and RMEA will review the cost effectiveness of the New Health Savings plans for 2016/17.

The 2015/16 plan shall include:

#### **MESSA Choices II Plan A:**

MESSA Choices II - \$10/20 Rx, \$500/1.000 Employee Paid Deductible, \$5 Office Visit  
\$25,000 term life insurance with AD&D; \$12,500 spouse - \$6,250 dependent children  
Long-term disability insurance – MESSA Choices Plan II  
(Maximum Mo. Benefit \$1,500/Maximum Eligible Mo. Salary \$2,250)  
MESSA Dental Care – 90/80/80/80, \$1,800 orthodontic max  
MESSA Vision Care Plan – VSP 3 Plus

Teachers may choose the following rather than Plan A listed above. If this choice is selected, teachers will receive \$500 Cash in Lieu per month for the remainder of the contract year.

#### **MESSA Choices II Plan B:**

MESSA Dental Care – 90/80/80/80, \$1,800 orthodontic max and adult ortho rider  
MESSA Vision Care Plan – VSP 3 Plus  
Life - \$30,000 AD&D; \$12,500 spouse - \$6,250 dependent children  
Long-term disability insurance – MESSA Choices Plan II

## SECTION 11B

### Part I: Sick Leave

1. Teachers in this system shall be granted eight (8) days annual sick leave with unlimited accumulation.  
  
(NOTE: See Part III, A, with 50 maximum restriction on retirement benefits.)
2. This shall only apply to bona fide illness of the teacher.
3. Such leave beyond three (3) days shall require a doctor's certification if required by the Board.
4. Every teacher will be informed prior to the closing of the school year the number of credited sick days he/she have accumulated.

### Part II: Terminal Leave Pay

Teachers of the Republic-Michigamme School District shall upon retiring receive terminal leave pay to be computed as follows: \$50 times the number of years of Republic-Michigamme service, said amount to be paid one lump sum either in December or June. Upon the death of the teacher terminal leave pay shall be paid to the spouse and/or children or such other designated beneficiary.

### Part III: Retirement and Severance Pay

Teachers will receive benefits under either A or B, not both, depending on their status.

- A.
  1. Upon retirement and upon becoming eligible for retirement benefits from the Michigan Public School Employees' Retirement Fund, the Republic-Michigamme School District shall pay to each teacher hired in 2008 or later, an amount equal to one-half (1/2) of the teacher's daily rate at the time of retirement times the number of accumulated unused sick leave, using a maximum of 50 days in the final calculation, said amount to be added to the amount of terminal leave pay as described in Part II above.  
  
Teachers hired before 2008 shall be able to accumulate up to 150 days to be used in the final calculation.

2. Upon the death of the teacher after retirement if this benefit has not been paid, said sum shall be paid to the designated beneficiary.
  3. Regardless of years of service and prior to retirement, this sum shall be paid to the designated beneficiary.
- B.
1. Teachers not covered under Part A with at least ten (10) full years' service in the district shall be eligible for severance pay upon satisfactory termination of service.
  2. Severance pay shall be based on the unused sick days accumulated by teachers.
  3. Pay for unused sick days shall be made at the rate of pay for one-half (1/2) the unused days, not to exceed fifty (50) days' pay at the rate of \$35 per day.
  4. Resignee must give sixty (60) days' written notice and be submitted not later than May 31 for this section to be effective.

Teachers will receive benefits under the agreed upon VALIC plan.

Any unused sick leave monies and years of service monies owed to a retired teacher must be paid through VALIC.

SECTION 11C ILLNESS OR DEATH IN THE FAMILY

Four (4) days of leave will be granted to a teacher for the death in the teacher's immediate family which shall be the spouse, children, mother, father, mother-in-law and father-in-law. Two (2) days of leave will be granted to a teacher for the death of their sister, brother, brother/sister-in-law, grandmother, grandfather and grandchildren. The days must be consecutive school calendar days, one of which may be the day of the funeral/memorial service. Additional days, as needed, will be first taken out of personal business days, then out of sick days.

SECTION 11D PERSONAL BUSINESS LEAVE

1. Three (3) days' leave per year will be granted to each teacher for personal business accumulative to six (6) days.



2. One (1) unused business day at the end of each school year, up to five (5) days, during period of employment, may be accumulated and added to teacher's accumulated sick days under Section 12B.
3. Forty-eight (48) hours' prior notice in writing will be given to the Superintendent for personal leave day and no more than two (2) teachers are granted leave on any given day.
4. Teachers will be paid at the current sub rate per day for each unused personal day.
5. Teachers have the ability to take one period off, on a needs basis, with payback through subbing.

#### SECTION 11E IN-SERVICE DAYS

1. The entire teaching staff may be released from class one (1) day of each month after the morning session with the afternoon set aside for staff meetings upon the written request of the Association or the Administration for cause shown. Teachers shall attend the meeting for one (1) hour beyond the regular working day if required. In no event shall any of the meetings or discussions consider or involve professional negotiations unless agreed to by the Board.
2. Teachers may be required to remain in school until 5:15 p.m. but not more than once per quarter.

#### SECTION 11F PAYMENT METHOD - SALARY

The teacher's salary shall be paid in 21 or 26 equal installments, the number being the option of each teacher, payable every other Wednesday, beginning with the second Wednesday after Labor Day.

When a teacher advances another step on the salary schedule, the Superintendent shall be notified and the change in salary shall be effective as of the next payroll provided proof is submitted at least two (2) weeks prior to the payroll date. Payment for extracurricular activities shall commence upon completion of the activity.

#### SECTION 11G PHYSICAL EXAMINATION

1. A teacher shall submit to a physical at the discretion of the Board.
2. The cost of such an examination shall be paid by the Board.

SECTION 11H RETIREE BENEFITS

Retiree benefits will be paid through August 31 of the school year in which retirement occurs.

SECTION 11I TAX DEFERRED ANNUITIES

The Board shall upon the request of a teacher authorize a reduction of his annual salary by a specific amount to apply to tax deferred annuities. The Association and the Board shall jointly serve as a TPA to meet the requirements of the IRS code and name three (3) carriers to handle all tax deferred annuities.

SECTION 11J MEA AUTO INSURANCE DEDUCTION

The Board will upon the request of a teacher authorize a deduction of MEA auto insurance from his annual salary.

**ARTICLE IX – LEAVES OF ABSENCE**

SECTION 12A MILITARY SERVICE

Any teacher who requests a leave of absence from his employment shall be granted a leave of absence by the Board for the purpose of being inducted into or entering the military forces of the United States.

Upon his or her release from such training duty or upon discharge, the teacher shall be reinstated by the Board without loss of his seniority status or pay, provided such application for reinstatement is made within fifteen (15) days following a release or discharge from the military service.

SECTION 12B JURY DUTY

Teachers called for jury duty or subpoenaed as a witness when school is in session will be paid their regular salary. Teachers will remit their pay as a witness or jury duty, minus mileage, to the Board of Education. Such time shall not be charged against the teachers' sick leave.

SECTION 12C LEAVE ABSENCE

Teachers who have been employed for five (5) or more years in the Republic-Michigamme Schools may be granted an unpaid leave of absence for up to one (1) year for personal reasons or in the case of illness.

SECTION 12D SABBATICAL LEAVE

Teachers may be granted a sabbatical leave in accordance with the provisions of the Revised School Code as the same may be from time to time amended. A teacher may be granted a sabbatical leave of one (1) year for purposes related to improving the teacher's skills as an educator. Sabbatical leave will be limited to one (1) teacher every two (2) years. Upon completion of sabbatical leave the teacher must return to the district for at least one (1) year or forfeit all compensation received under this section. The Board agrees to pay one-half (1/2) of the base salary, base salary determined as of the year of leave. Requests for sabbatical leave shall be submitted in writing to the Superintendent at least sixty (60) days prior to the date such leave is to be effective but not later than July 1.

SECTION 12E- MATERNITY LEAVE AND MILITARY LEAVE

Family Leave shall be governed by the terms of the Family Medical Leave Act, as amended from time-to-time. The terms of the Family Medical Leave Act shall be controlling.

Military Leave will be based on Board Policy.

SECTION 12F OTHER ABSENCES

Absences other than contained in this contract may be granted at the discretion of the Administration.

**ARTICLE X – SCHOOL CALENDAR**

SECTION 13

School calendar (as attached).

**ARTICLE XI – CONTRACT REPRODUCTION**

SECTION 14

Copies of this Agreement shall be reproduced by the Board of Education by whatever means they deem appropriate. Five (5) additional copies of this Agreement shall be made available to the local Association President or Uniserv Director.

## ARTICLE XII – CONTRACT DISCUSSION

### SECTION 15

Any provision of this contract may be discussed upon the request of one (1) party to the other.

## ARTICLE XIII – GRIEVANCE PROCEDURE

### SECTION 16A DEFINITION OF PROCEDURE

Definition: A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement. Grievances will be presented in the following steps:

1. Level One.

A person with a grievance will first discuss it with his Principal or immediate supervisor, either directly or through the Association's school representative, with the objective of resolving the matter informally. The grievance shall be presented within ten (10) school days of its occurrence, or it shall be deemed waived. The Association shall also be permitted to grieve following steps listed here.

2. Level Two.

- a) If 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 Superintendent. This must be done within five (5) school days after the decision at Level One. Within five (5) school days after receiving the written grievance, the Superintendent will decide whether the grievance has merit. The written grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the

contention of the employee and of the Association with respect to these provisions, and shall indicate the specific relief requested.

- b) The Superintendent or his designee will represent the Administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person and/or representatives of the Association in an effort to resolve it.

3. Level Three.

If the individual grieving or the Association is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered, the Superintendent will refer it to the Board at the next regularly scheduled meeting. The Board will then discuss it with the Superintendent who will then implement the Board's instructions within ten (10) school days.

4. Level Four.

- a) If the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) school days after being presented to the Board, the Association may within five (5) school days after a decision by the Board request in writing that the grievance be submitted to binding arbitration. If the Association determines that the grievance is meritorious and that it arises from the language of this Agreement or an alleged violation, misinterpretation or misapplication thereof and that submitting it to binding arbitration is in the best interest of the Republic-Michigamme School System, it may by written notice to the Board submit the grievance to binding arbitration within thirty (30) school days after receipt of a request by the aggrieved person. Grievances which do not arise from the language of this Agreement or an alleged violation, misinterpretation, or misapplication thereof may be processed through Level Three but will not be arbitrable.

- b) Within ten (10) school days after such written notice of submission to binding arbitration the Board and the Association committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c) The arbitrator so selected will confer with the representatives of the Board and the Association and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasons, and conclusions on the issues submitted. The arbitrator will be without power to make any decision which requires the commission of any act prohibited by law or which is a violation of the terms of this Agreement. He shall have no power to rule on any of the following:
1. Any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV, Public Acts, extra session of 1937 of Michigan as amended).
  2. The termination of services of or failure to re-employ any probationary teacher.
  3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
- d) The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

## SECTION 16B RIGHTS OF TEACHERS REPRESENTATION

### Rights of Teachers to Representation:

1. No reprisals of any kind will be taken by either party or by any member of the Administration or by any member of the Association against any party in interest, any school representative, any member of the PR & R Committee, or any participant in the grievance procedure by reasons of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing except he may not be represented by a representative of by an officer of any teacher organization other than the Association. The Association will have the right to be present and to state its views at all stages of the grievance procedure except Level One.

## SECTION 16C GRIEVANCE RECORDS AND FORMS

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. All such forms shall be available in the Superintendent's Office except where this would be a violation of law.

## SECTION 16D TEACHER RECORDS

A teacher will have the right to review the contents of all records of the District pertaining to said teacher originating after original employment with this School District and to have a representative of the Association accompany him in such review. This does not pertain to illegal subjects of bargaining.

## SECTION 16E TEACHER REVIEW OF RECORDS

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 false or incorrect, he/she may receive adjustment, provided cause is shown through the grievance procedure; whereupon the material will be

corrected or expunged from the file. The teacher will 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. The Board agrees to keep each teacher's personnel file up to date; i.e., years taught, assignments, etc. This does not pertain to illegal subjects of bargaining.

**SECTION 16 F COMPLAINT NOTIFICATION**

Any written 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.

**ARTICLE XIV – DURATION OF AGREEMENT**

**SECTION 17**

All provisions of the Agreement shall be effective once the agreement is signed by both parties, and shall continue in effect until the 31<sup>st</sup> August, 2016. Any increase from the previous contract will start on the first pay following ratification of the new contract, and nothing will be paid retroactively to the beginning of the contract year. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**ARTICLE XV- EMERGENCY MANAGER CLAUSE**

**SECTION 18**

Pursuant to the requirements contained within MCL 423.215 and Public Act 436 of 2012, if an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012, the emergency manager may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012.



**ARTICLE XVI – CONTRACT SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have affixed their hand the day and year first above written.

BOARD OF EDUCATION  
REPUBLIC-MICHIGAMME SCHOOL DISTRICT

Date: \_\_\_\_\_

\_\_\_\_\_

President

Date: \_\_\_\_\_

\_\_\_\_\_

Secretary

UPPER PENINSULA EDUCATION ASSOCIATION

Date: \_\_\_\_\_

\_\_\_\_\_

R-MEA

Date: \_\_\_\_\_

\_\_\_\_\_

UPEA

Date: \_\_\_\_\_

\_\_\_\_\_

MEA