

AGREEMENT

Between The
MENOMINEE AREA PUBLIC SCHOOLS
and the
UPPER PENINSULA EDUCATION ASSOCIATION/
MICHIGAN EDUCATION ASSOCIATION

This Agreement entered into this 27th day of May, 2010, and retroactive to July 1, 2008 by and between the Menominee Area Public Schools, hereinafter called the District, and the Menominee City District Educational Association/Upper Peninsula Education Association/Michigan Education Association, hereinafter called the Association.

§1 PREAMBLE

WHEREAS, the School District and the Association recognize and declare that providing a quality education for the children of this school district is their mutual aim, and that the character of such education depends largely upon the quality, integrity, ethics and morale of both parties; and

WHEREAS, the School District recognizes that the members of the teaching profession are qualified to assist in formulating policies and programs designed to improve education standards; and

WHEREAS, Public Law 379 authorized public employees and public employers to enter into collective negotiation agreements concerning rates of pay, wages, hours of employment and other conditions of employment of such public employees; and

WHEREAS, the School District and the Association desire to incorporate such understandings into a written collective negotiation agreement in the belief that such action is in the best interest of the residents of the Menominee Area Public School system, the students attending the school therein, and the teachers represented by the Association;

NOW, THEREFORE, in consideration of the following mutual covenants, the Association and the School District hereby agree as follows:

§2: RECOGNITION

§2.1 Exclusive Bargaining Representative: The School District hereby recognizes the Association as the exclusive bargaining representative for all certificated personnel under the contract or to be employed under contract by the District, excluding: superintendent, assistant superintendent, principals, assistant principals, business manager, director of school and community relations, director of vocational education, athletic director, and supervisors within the meaning of the PERA. 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 references to male teachers shall include female teachers.

§2.2 Negotiation with Association Only: The School District agrees not to negotiate with any teacher's organization other than the Association through June 30, 2012.

§3.1 Rights of Teachers: Pursuant to Act 379, Public Acts of 1965, the Board hereby agrees that every employee of the school district shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for their mutual aid and protection. As a duly elected body exercising governmental powers under color of law of the State of Michigan, the school district undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teachers in the enjoyment of any rights conferred by Act 379, or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or collective professional negotiations with the school district or his or her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise, with respect to any terms or conditions of employment. Provided, however, an alleged violation of this section shall not be the basis of a grievance. Any claimed offenses shall be pursued in the court of competent jurisdiction.

§3.2 Rights Provided by Law: Nothing contained herein shall be construed to restrict to any teacher any rights he or she may have under the Michigan General School Laws, or the Constitution of Michigan, or the Constitution of the United States, as they pertain to educational activities related directly to the teacher's employment with the district. Provided, however, an alleged violation of this section shall not be the basis of a grievance. Any claimed offenses shall be pursued in the court of competent jurisdiction.

§3.3 Just Cause: No bargaining unit member shall be disciplined - including suspensions and discharges - without just cause. Job and performance evaluations shall not be subject to submission to the arbitration procedure. However, employees shall have the opportunity to discuss their evaluations fully with their supervisors. Employees may also file written objections to the content of any evaluation within fourteen (14) days of receiving such evaluation. Such objection shall be attached by the employer to the evaluation itself.

§3.4 Bulletin Board Space: The Association shall be provided adequate bulletin board space in the teacher's lounge in each building for posting of MCDEA, UPEA/MEA and NEA newsletters and notices which are neither libelous or demeaning to identifiable school employees, the school district, the board of education, or individual board of education members. The Association building representative shall be responsible for the posting.

§3.5 Notification to Principal: Any Association representative desiring to visit the school premises shall first notify the building principal and receive his prior approval.

§3.6 Equipment for Notices: Typing, calculating, duplicating and audio-visual equipment will be made available to the Association for the purpose of producing notices, announcements, and other such items of an official and professional nature. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

§3.7 Use of Mailboxes: The Association shall have the right to use the district courier service and to place newsletters and notices in teacher's mailboxes if the material is neither libelous or demeaning to identifiable school employees, the school district, the board of education, or individual board of education members. The Association building representative shall be responsible for the placing of such materials and the content thereof.

§3.8 Furnishing of Information: The School District agrees to furnish the Association, in response to reasonable written requests, available information which is specified by the Association and which is necessary for the Association to process grievances, to administer this Agreement, and to formulate contract proposals.

As a condition for providing such information, the Association may be required to reimburse the School District for computations and/or extractions for information requested by the Association from original source materials in cases where such computations and/or extractions must be made by district representatives in order to provide the information requested.

§3.9 Assistance in Policy Development: The School District may request assistance from the teachers in the development of major revisions of educational policy such as curriculum change, discipline code, educational developments, or any other area which affect them and their working conditions. Teacher involvement in such activities will be voluntary.

§3.10 Assistance in Proposal Preparation: The School District may request assistance from the teachers in the planning of educational proposals to be submitted to state or federal agencies, which request supportive aid for the inclusion of new, or the continuance of existing programs, in the Menominee Area Public Schools.

§3.11 Advisory Committees: Committees established to be advisory to the School District shall have representation of administration and teachers. Teacher membership will be nominated and elected by the teachers concerned. When school is not in session, the union president will temporarily appoint a teacher representative.

§4: DEDUCTION FOR PROFESSIONAL DUES; AGENCY SHOP PROVISIONS

§4.1 Assignment Form: Teachers may at any time, sign and deliver to the Board, an assignment authorizing deduction of Association membership dues (MCDEA, UPEA/MEA and NEA), or service fees equivalent to dues.

§4.2 Manner of Deductions: The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the School District agrees promptly to remit to the treasurer of the Association, all dues or agency shop fees so deducted.

§4.3 Service Fee Equivalent to Dues: If, for any reason, a teacher objects to joining the Association, such teacher shall, as a condition of continued employment by the School District, cause to be paid to the Association a service fee equivalent to dues. Teachers who are hired on a part-time basis will pay a proportionate amount for each month or major fraction thereof during which they are employed (not substitutes).

(1) The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the School District in the event compliance is not effected.

(2) If the teacher fails to comply, the president of the Association may file and must sign charges in writing, with the School District, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

(3) The School District, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure Teacher's Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges shall be withdrawn.

(4) Failure of a teacher to pay a monthly service fee toward the administration of the Agreement shall be recognized as reasonable and just cause for discharge by the School District, but a teacher will not be discharged until after the end of the school year during which non-compliance with this Article occurs.

(5) The discharge of a teacher for failure to pay Association dues or a service fee equivalent to dues shall not be subject to the grievance procedure.

§4.4 Action by Teacher: In the event a tenure charge is filed, the Association agrees to provide at its expense, legal counsel to assist and advise the School District and to be present at all School District tenure hearings. If an action is brought against the School District and/or board of education in a court or administrative agency by reason of its compliance with §4 of this Agreement, the Association agrees to defend such action for the School District and/or board of education at its own expense and through its own legal counsel, provided:

(1) The School District gives timely notice of such action to the Association; and

(2) The School District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association shall indemnify and save the School District harmless against any and all claims, demands, suits, judgments, damages or other forms of liability or expense that may arise out of or by reason of action taken by the School District for the purpose of complying with this Article, including all court and administrative hearing costs, court reporter fees and transcript costs.

§5 BOARD RIGHTS

The Menominee Area School District is a "General Powers School District: in accordance with Public Act 289 of 1995, Public Act 451 of 1976, MCL 380.11a.

§5.1 Retention of Rights: 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.

The exercise of its 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 this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

§5.2 Enumeration of Rights: Such rights shall include the following:

- (1) The executive management and administrative control of the school system.
- (2) To hire all employees and to promote, lay off, transfer, discipline or discharge all such employees.
- (3) To establish grades and courses of instruction, and to provide for athletic, recreational and social events for students.
- (4) To determine the method of instruction, textbooks, services, supplies and equipment necessary.
- (5) To determine the number, location, or closing of its facilities.
- (6) To determine the financial policies, including all accounting procedures.

§5.3 Determination of School Policy: Except as expressly prohibited in this Agreement, the determination and administration of school policy, and the operation and management of the schools, is vested in the board.

§6. PROFESSIONAL COMPENSATION

§6.1 Basic Salaries: The basic salaries of the teachers in the District shall be as set forth in Schedule "A" which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the life of this Agreement. The School District agrees that it will give credit for previous experience in programs offered by this district on the salary schedule. If an administrator returns to a teacher position, their administrative experience within the district, up to five (5) years or 50% (whichever is greater), shall be credited for salary schedule.

§6.2 Semesters of Previous Teaching: Full credit will be given at the beginning of the school year for each full semester of previous teaching experience. When longevity steps for sixteen (16), eighteen (18), twenty-one (21), twenty-five (25), or twenty-seven (27) years of experience are reached at the beginning of the second semester, credit for the attainment of the longevity step will be given at that time. The change at the beginning of the school year or second semester will not result in retroactive back pay prior to the current school year.

§6.3 Adjustment on Salary Schedule: Adjustment on the salary schedule for a teacher who earns an advanced degree will be made at the beginning of the next semester following confirmation of the degree.

§6.4 Time of Payments: Teachers' salaries will be paid in equal installments every other Thursday commencing the first payroll date following the opening date for students. Teachers who choose to change their salary on a 21 or 26-pay basis shall notify the business office by August 1st, and shall provide self addressed envelopes prior to the end of the school year for checks to be mailed during the summer recess.

§6.5 Assignment of More Than Six Teaching Hours: Teachers who are assigned more than six (6) teaching periods, including general noon period supervision, shall be compensated at the rate of sixteen (16%) percent of his or her base salary for each extra teaching period.

§6.6 Use of Personal Automobile: Teachers required by the administration, in the course of their work, to drive personal automobiles from one school building to another (excluding extracurricular), shall receive a car allowance of one (\$1.00) dollar per trip, one way, or one dollar fifty cents (\$1.50) per round trip.

§6.7 School Calendar: The school calendar shall consist of 1098 hours in compliance with state law, plus three (3) professional development days or any allowable combination of student contact hours and professional development as negotiated for the School Calendar. The parties will negotiate the calendar no later than March 31 of the preceding year and shall use their best efforts to agree on a final calendar. The calendar shall be made a part of this agreement.

§6.8 Insurance Benefits/MESSA PAK A & B: Effective July 1, 2010, the district will provide the following benefits for all full time employees. The premium amount paid by the district shall be equal to the July 1, 2010 composite cost of Choices II, RX 10/20, \$10 office visit and \$200/400 deductible.

The amount paid by the district for the 2010-2011 contract year shall remain the same for the 2011-2012 contract year. The July 1, 2011 premium cost increase for the 2011-2012 contract year shall be borne by the employee for the 2011-2012 contract year through the Section 125 payroll deduction plan.

The parties agree that if a successor agreement is not reached prior to expiration of the 2008-2012 contract, the teachers will pay the premium increases effective July 1, 2012 for 2012-2013 until a successor agreement is ratified or the first six (6) months, whichever is less. If an agreement is not reached within six (6) months from the expiration date, the district shall then pay the 2012-2013 premium cost increase for the next six (6) months or until an agreement is reached, whichever is less.

A teacher may choose one of the three options described below.

Option 1: PAK A:

- (1) Choices II
- (2) Prescription co-pay \$10 generic/\$20 brand name, \$10 office visit, \$200/400 deductible.
- (3) Delta Dental E07 80-80-80 \$800 orthodontic
- (4) Vision VSP2
- (5) Life \$50,000 with A D & D
- (6) LTD – 70%
 - a. \$3,000 maximum
 - b. 60 calendar days straight wait
 - c. Freeze on offsets
 - d. Alcoholism/Drug Addiction and Mental/Nervous same as any illness
 - e. COLA
- (7) Prevention care (wellness) rider – included in package along with hearing aid service.

Option 2: PAK B: -This Option must be taken by employees whose spouse takes option 1: PAK A

- (1) Delta Dental - \$1,500 orthodontic–008
(008 means \$1500 will be paid at 90%)
- (2) Vision - VSP 3
- (3) Life - \$100,000
- (4) LTD-Same as PAK A
- (5) Prevention care (wellness) rider – included in package along with hearing aid service.

Option 3:

PAK B Coverage with a cash stipend of \$2,000, \$3,400 if five (5) or more teachers elect Option 3; \$3,800 if eight (8) or more teachers elect Option 3; and \$4,800 if ten (10) or more teachers elect Option 3 each year. This option is only available to employees who are eligible to take Option 1 (PAK A) and choose not to.

The cash stipend would be paid in three equal installments, the first payment with the second payroll in October, the second payment on the second payroll in January, and the third payment with the first payroll in June.

If an employee chooses Option 3 during the district's open enrollment period of September 1 through September 30th, and later in the same year needs to implement health coverage as determined in PAK A, the employee may convert back to PAK A in accordance with rules established by MESSA. However the employee would need to reimburse a portion of the cash stipend received on a pro-rated basis. If the employee's withdrawal from Option 3 causes the total number of teachers in Option 3 to fall below ten (10) or below eight (8) or below five (5) then all of the teachers in Option 3 may have their stipend adjusted on the basis of the total number of teachers remaining in Option 3.

§6.9 Available Options: When a husband and wife are both teaching in the District only one spouse can take either Option 1 (PAK A) or Option 3 (PAK B with the Stipend). The other spouse must take Option 2 (PAK B).

§6.10 Early Retirement Incentive: An employee retiring from the District shall be eligible to receive one of the following. See attached VRI letter of agreement.

At the conclusion of the 2011-2012 school year, section 6.10, as modified by this Letter of Agreement, shall be eliminated and thereafter no member of the UPEA bargaining unit shall be eligible for VRI or the section 6.10 benefit.

§6.11 Benefits Subject to Policy Terms: The benefits provided for in §6.8 & §6.10 shall be subject to the terms and conditions specified in the School District's group insurance policy and any claim by the employee shall not be the basis of a grievance or subject to arbitration.

§6.12 District Released Upon Premium Payments: The School District, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided in this §6. The failure of an insurance company to provide any of the benefits which it has contracted for any reason, shall not result in any liability to the School District or the Association, nor shall such failure be considered a breach by either of them of any obligation under this Article.

§6.13 Services Beyond Calendar Year: Counselors, librarians, or teachers who perform duties upon direction of the administration related to their regular assignments outside the established calendar year, will have their salaries for such time spent, pro-rated according to their base salaries.

§6.14 Extra Projects: When funded curriculum development and in-service education projects are established, the following procedures will be followed:

- (1) The superintendent will consult with the Association before establishing remuneration for the various positions in the project. Positions requiring teaching skills shall be compensated at a rate not less than the hourly rate established by additional programs in Schedule "B-2".
- (2) The position available and the remuneration rates will be advertised among the staff. No vacancy shall be filled, except in case of an emergency on a temporary basis, until such vacancy shall have been posted for at least ten (10) days.
- (3) Interested staff members may volunteer to apply for positions of their choice.
- (4) Persons selected for the various positions will be paid according to the established remuneration rates.

§6.15 Payments for Vocational Work Experiences: Any teacher holding a vocational certificate which has as a requirement, two (2) or more years work experience, will receive an additional fifty (\$50.00) dollars for each vocational class period taught for the full year, providing the school system receives state or federal vocational funds for that class.

§6.16 Part-Time Teachers:

(1) Less than full-time teachers will be provided benefits for Option 2 (PAK B) without cost during the 2010-11 school year. The District and Association will determine the method of calculation for the PAKB contribution for 2011-12 by June 1, 2011. If a part-time teacher chooses Option 1 (PAK A) he/she shall be eligible for pro-rated monthly premiums applied toward Option 1 (PAK A).

(2) Any teacher working less than full-time will advance one step on the salary schedule for each accumulation of experience equivalent to one (1) full year for six (6) periods in secondary and full day elementary.

§6.17 Community School Program: Working in the Community School Program is a voluntary activity for teachers. It is agreed that Schedule "B-2" applies to teachers instructing in the Community School Program when the state requires certification for the position and the Community School District will consult with the Association concerning the hours and working conditions of these positions.

However, the wages, hours, and other terms and conditions of employment for positions which do not require certification shall be established by the Community School Director.

§6.18 Re-Certification: In the event an employee is required by the State of Michigan, through its Department of Education, or is requested by the School District, to recertify an existing certificate to maintain his/her position in an assignment he/she is presently teaching, or will be teaching at the request of the School District, the District will reimburse the tuition cost for classes, approved by the Superintendent prior to course registration, by not less than 50% of said cost, (not to exceed a \$700 maximum accumulation during a five (5) year recertification window). This provision includes teachers completing the last six (6) credits of the eighteen (18) required for attaining the initial continuing certificate. Also, this provision is in effect for the present State requirement only. The District may reimburse up to 100% of said cost at its own discretion.

§6.19 Summer School Compensation: Compensation for summer school teaching will be the rate stated in Schedule B-2.

§6.20 Elementary Compensation for Parent/Teacher Conferences: The District will compensate elementary classroom teachers for up to one hour of compensatory time for parent/teacher conference for more than 22 students in increments of 15 minutes of compensation per conference which occur beyond 22.

§7: TEACHING CONDITIONS

§7.1 Class Size Limits: The School District will strive to meet pupil professional staff ratios of 24 to 1 in 2005-08/25-1 in 2010-12 grades DK-4; and 25 to 1 in 2005-08/26-1 in 2010-12 grades 5-12. Class sizes including high school learning labs, shall not exceed 27 to 1 as of the start of each semester 2005-2008/shall not exceed 30 to 1 as of the 11th day of the semester 2010-2012. Physical education shall not exceed a daily load of 175 students. Class size limits in the following areas shall be: Junior High School Band - 90, High School Band - 90; Junior High School Chorus - 80; High School Chorus - 100; Junior High School PE - 55. When it becomes apparent that an exception to this limitation may be requested, the District will convene a meeting of a committee consisting of the Superintendent, the building Principal, and two representatives of the Association.

Effective June 20, 2012, the section 7.1 language will revert to the 2005-08 Master Agreement.

Where a number of staff members are involved in a cooperative teaching project, the amount of each person's involved time should be counted in computing the individual teacher's load. Class lists shall be made available to all teachers on or before August 1st

In order to share information and gain input, the elementary Principals will meet annually with a committee of three (3) teachers to discuss class sizes for the upcoming school year. The Superintendent or his/her designee may also attend. It is intended that this meeting will occur in May before class lists and the school assignments have been set. It is intended that the committee of teachers, selected by the M.C.D.E.A., will include at least one elementary teacher from the M.C.D.E.A. professional negotiation team.

§7.2 Inclusive Education: A committee consisting of the receiving teacher, sending teacher, a special education teacher (bargaining unit member), building principal, central office representative, and a representative from the ISD will be convened within ten (10) days of the IEP for students traditionally serviced by ISD run programs (ie. TMI, SMI, SXI, etc.) who are placed by IEP in a regular educational classroom. This committee will examine the classroom setting, make adjustments necessary for the implementation of the IEP and determine if a teacher aide is needed. The committee's focus will be on the needs of the classroom teacher and other students in this classroom. This committee may be reconvened at the request of the classroom teacher or building principal.

§7.3 Pupil-Teacher Ratios: Beginning July 1, 1987, only a staff member's time actually devoted to duties in the school may be counted in determining the pupil teacher ratio. Where a number of staff members are involved in a cooperative teaching project, the amount of each person's involved time should be counted in computing the individual teacher's load.

§7.4 Restroom and Lounge Facilities: The School District shall make available in each school restroom facilities and a faculty lounge and/or lunchroom for the exclusive use of teachers and non-student adults. The School District shall strive to make available in each school at least three computer work stations outside of classrooms for the exclusive use of teachers for completing educational tasks and District requirements.

§7.5 Telephone Facilities: Telephone facilities shall be made available to teachers for their reasonable use.

§7.6 Vending Machines: Upon request of the Association and the approval of the building principal, vending machines shall be installed in the teachers' lounge and lunch room area. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose, or donated to non-profit community groups.

§7.7 Parking Facilities: Parking facilities shall be made available to teachers, but the designation of parking spaces for high school teachers shall be closest to the building as determined by the administration after consultation with the Association.

§8 TEACHING HOURS

§8.1 Starting and Ending Times: Because teaching is a profession, it is difficult to restrict teachers' services to rigid starting and stopping hours. Teachers shall be in their buildings fifteen (15) minutes before and after classes. In addition, teachers shall be at their assigned spot ten (10) minutes before classes begin. In order to facilitate the making of conference appointments, all teachers shall post a schedule of classes and conference times. The District shall not extend the teachers' day beyond these times except to fulfill curriculum program requirements set by the Board of Education. Infrequent, irregular extensions required of the teacher by the district of less than one (1) hour shall not be compensated, and shall be kept to a minimum. Extensions of the day required of the teacher by the district beyond one (1) hour shall be compensated at the hourly extracurricular rate set in Schedule B-2.

Any teacher who absents himself/herself from his/her assigned pupil supervisory or instructional responsibility while pupils are in attendance for any reason other than that of an emergency nature, or by administrative request, shall be required to appear before a joint meeting of the Association's PR&R

Committee and the concerned school administrator.

§8.2 Faculty Meetings: Not more than ten (10) meetings will be held each school year outside of established school hours for the purpose of faculty meetings and professional committee work. Meetings in excess of two (2) meetings per month will be on a voluntary basis. Teachers and administrators at the various schools will determine the time most convenient for the personnel of their school to meet. The Superintendent may call two additional required staff meetings whenever he deems them necessary and beneficial to the District. Staff shall be given one week's notice. All meetings shall be concluded one hour and fifteen minutes after student dismissal.

§8.3 Regular Day for Elementary Schools: The regular school day for elementary students will be conducted between the hours of 8:00 a.m. and 3:30 p.m. (The starting time of schools may vary among all schools in the School District.)

The teaching day of the elementary schools will not exceed six (6) hours and twenty-five (25) minutes, plus a 45 minute duty free lunch period. Extensions of the current elementary school day of five (5) hours and fifty (50) minutes will only be implemented as needed to meet state instructional time and professional development requirements, and to add six (6) hours to the school year to enable the district to reasonably allow for emergency late starts and/or early dismissals.

Each elementary teacher, to include teachers in specialty areas such as art, music, physical education, etc. shall have five (5) unassigned, 30 minute preparation periods per week. Beginning with the 1999-2000 school year, the District agrees to use the time added to the elementary school day to extend elementary teacher preparation time to a maximum of five (5) forty-five (45) minute preparation periods per week.

§8.4 Regular Day for Junior High School: The regular day for junior high school students will be conducted between the hours of 8:00 a.m. and 3:30 p.m. The teaching day will not exceed a time period of six (6) hours, twenty-five (25) minutes, plus a forty (40) minute minimum duty free lunch period.

The normal weekly teaching load in the junior high school will be thirty (30) teaching periods. All junior high school teachers will have unassigned periods at which time they will prepare lessons, meet with parents and be available to students.

§8.5 Regular Day for High School: The regular school day for high school students will be conducted between the hours of 8:00 a.m. and 3:30 p.m. The teaching day will not exceed a time period of six (6) hours, twenty-five (25) minutes, plus a forty (40) minute minimum duty free lunch period, nor more than seven (7) class periods.

The normal weekly teaching load in the senior high school will be thirty (30) teaching periods and five (5) unassigned preparation periods. Whenever practical, the administration shall assign no more than three (3) preparation assignments to each high school teacher.

§8.6 Scope of Teaching Assignments: When learning labs are provided to students in a building's schedule, bargaining unit members shall be entitled to those assignments as part of their teaching load. The number of students in a learning lab will not exceed the reasonable capacity of a double classroom.

When in-school suspension is provided to students in a building schedule, the district may use non-bargaining unit members to cover these assignments, providing no teacher from the building is laid off as a result.

§8.7 Negotiations Regarding Changes: In the event the Board of Education is considering changing any of the provisions set forth in §8.3, §8.4, and §8.5 above, then these sections shall be reopened for negotiations with the Association prior to the School District implementing any changes.

§8.8 Teaching Schedule and Loads: The School District may establish the teaching schedule and loads within the contractual framework.

§8.9 Encouragement of Extra Activities: A teacher's attendance and/or participation in P.T.A. meetings, open houses, concerts, plays, Christmas programs, athletic events, graduation events, and similar school activities is encouraged as a professional responsibility.

Activity passes shall be issued to faculty members and spouses to assist them in fulfilling this responsibility. Passes are to be used only by the designated faculty member and his/her spouse.

§9: QUALIFICATIONS AND ASSIGNMENTS

§9.1 Hiring Requirements: Except for employees hired pursuant to a federal, state or special vocational grant, the School District shall endeavor to hire only teachers who have a bachelor's degree from an accredited college or university, and are certified.

§9.2 Assignments of Teachers: Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except for good cause, outside the scope of their teaching certificate or their major field of study and the Association shall be notified in each instance.

§10: SPECIAL TEACHING AND EXTRACURRICULAR ASSIGNMENTS

§10.1 Filling of Certain Positions: In the event the School District determines to maintain or add additional programs, the School District agrees to give preference to regularly employed teachers in the District who are qualified for the available positions in the programs and who have notified the superintendent of their desire to teach in such programs. Whenever two (2) or more teachers apply for a teaching position in one of the programs and, in the opinion of the superintendent, their qualifications are relatively equal, then length of service in the District shall be the determining factor.

No such position shall be filled except in case of emergency on a temporary basis, until the vacancy shall have been posted for at least ten (10) days. Summer posting will be mailed to the last known address of teachers on layoff who are subject to recall. Each applicant must submit a resume of his or her past experiences related to the position. Other evidence of qualifications for the position will be gathered by the representative of the School District. It may include:

- (1) Summaries of client reactions to the performance of the applicant.
- (2) Written recommendations of present or former associates of the applicant.
- (3) Results of knowledge, achievement or aptitude tests taken by the applicant.
- (4) Results of attitude and value tests taken by the applicant.
- (5) Samples of writing done by the applicant, and other types of evidence which would show the competence of the applicant.

In arriving at a final decision, these objective and subjective qualifications shall be the deciding factors.

§10.2 Extracurricular Assignments: Administrators will consult with teachers and obtain their consent before extracurricular assignments will be made; such as clubs, class advisors, attendance teacher, etc., but if teachers engage in concerted action in refusing extracurricular assignments, then the School District may

assign them.

(1) Teachers will chaperone, supervise, direct, coach, or advise a minimum of one student activity at their level each year. Coaching, advising, or directing an extracurricular activity shall fulfill this responsibility and not require duplication. Such responsibilities may include chaperoning dances, supervising float building, assisting with the homecoming parade, working at athletic events, etc.

(2) Compensation for extracurricular activities will be paid in accordance with Schedule B-1 and B-2.

§11: DEPARTMENT CHAIRPERSON

§11.1 Filling Chairperson Positions: Chairperson of each department shall be elected by members of the department, and approved by the building principal, to serve for a two year term, but no chairperson may be elected to serve more than two (2) consecutive terms. In the event of a vacancy in the chairmanship, a replacement shall be elected to fill the remainder of the term.

§11.2 Athletic Supervisor: The athletic supervisor will be compensated under extracurricular pay Schedule "B-1" rather than as a department chairman under Schedule "B-2".

§11.3 Duties of Departmental Chairperson: The departmental chairperson shall be assigned duties as determined by the position description attached. Such chairperson shall not be considered as a supervisory employee.

§11.4 Date of Election: The election shall be held during the last week of April during each school year. The term for the department chairperson shall be for two (2) years (May 1st through April 30th) of following school year.

§12 VACANCIES, PROMOTIONS AND TRANSFERS

§12.1 Requests for Transfer: The School District recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the School District.

§12.2 Vacancies Within School Year: The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the superintendent, in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be considered vacant.

§12.3 Declaration of Vacancy: A position shall be declared vacant whenever a teacher in a position retires, resigns, is discharged, goes on leave, is transferred, or is reassigned, or when a new position covered by the collective bargaining agreement is established, thereby resulting in a condition where a building has an excess of available positions over certified and qualified staff to fill them, unless:

(1) The vacancy will be for a foreseeable period of less than twenty (20) school days, or

(2) The position has been eliminated pursuant to §13.3 and §13.4 below.

§12.4 Notice of Vacancy: Whenever any vacancy in any professional position in the District shall occur, the School District shall publicize the same by giving written notice of such vacancy to the Association and provide for appropriate posting in every school building during the school year. No vacancy shall be filled

except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least ten (10) days. The parties agree to streamline the spring postings by the use of a questionnaire developed by the Association.

During the month of April, the Association will conduct a survey of all Association members to determine members' interest in changing position, levels, and/or assignments. The results of the survey will be tabulated by the Association. When a position is declared vacant by the district through retirement, discharge, leave, transfer, reassignment, bumping, or the creation of a new position, the District (Superintendent and/or another administrator) and the Association (President and/or another association representative) will meet to tentatively fill the vacancy. Members who have expressed an interest in such a position on the survey will be notified of the vacancy prior to the District's posting or filling the position and given the opportunity to apply.

In the same manner, any "chain reaction" of vacancies will be filled. In the case of multiple (more than 2) linked positions, the Superintendent and the Association President may agree to shorten the ten (10) day posting to five (5) provided that all affected Association members are apprised of the postings.

§12.5 Filling of Vacancies: Any teacher may apply for such vacancy for which the teacher is certified and qualified.

1. If any two or more teachers who are certified and equally qualified apply (12.1 and/or 12.4), the teacher with the most seniority shall be assigned to the vacancy.
2. In order to prevent a layoff, the District may refuse a transfer (12.4) or a bump (13.6) request in order to maintain a position for which a surplus teacher is certified and qualified.

§12.6 Transfers When Teachers on Layoff/Unrequested Transfers: In the event there are teachers on layoff, or in order to prevent a layoff, then the District, at its option, may involuntarily transfer teachers to different positions, without regard for sections 12.1 and 12.5, in order to create a vacancy for which a surplus or laid off teacher is certified and qualified. If two or more teachers are equally certified, the teacher with the least seniority will be transferred. If two or more laid-off teachers are certified and equally qualified, the vacancy shall be awarded to the teacher with the most seniority. If an involuntary transfer is made, the Superintendent will meet with the Association to discuss the transfer and the reasons for the transfer.

§12.7 Notification of Assignments: All teachers shall be given written notice of their field of instruction in the secondary school and their grade assignment in the elementary schools for the forthcoming school year no later than the preceding 30th day of May.

In the event that changes in such fields are required, all teachers affected and the Association shall be notified promptly, and the Association shall be consulted. If changes in the teacher's field are necessary after July 31st, the teacher may be allowed to terminate his or her employment without jeopardizing his or her certification.

§12.8 Promotions: The School District declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels, but the School District's decision, relating to such promotions, is not subject to arbitration.

Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to regain such rights as he or she may have had under this Agreement prior to such transfer to supervisory or executive status.

§13: TEACHER REDUCTION AND LAYOFF

§13.1 Definition of Seniority: Seniority is defined as length of service within the bargaining unit as of the teacher's first day of work. A teacher shall lose all seniority rights if he or she resigns, retires, is discharged by the District, or fails to respond to recall as specified in §13.14. In the circumstances of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teacher(s) so affected will be notified, in writing, by the Association of the date, place and time of the drawing. The drawing shall be conducted openly by the Association and at a time and place which will reasonably allow affected teachers to be in attendance and the District shall be advised of the results immediately, in writing. Teachers who are returning from leave or layoff shall be placed at the bottom of their respective seniority group (does not include sabbatical leave). Seniority shall be lost when a bargaining unit member is permanently disabled and will verifiably not be returning to work. If in the event such bargaining unit member does at some future time return to employment, he or she shall be entitled to reinstatement of seniority held prior to its discontinuance.

If a bargaining unit member becomes disabled, he or she shall continue to accrue seniority for not more than one (1) year or up until the time the disability is certified permanent, whichever is shorter, and shall upon return to work be reinstated with the level of seniority held prior to its discontinuance.

§13.2 Definition of "Qualified": "Qualified" as used in this Article, shall be determined in the following manner:

The Board and the Association agrees that the definition of Certified and Qualified is that the employee will be in compliance with the present State and Federal Laws in regard to Certification and Qualifications as specified and that this definition applies to all Articles in this Agreement.

§13.3 District Control of Programs and Teacher Numbers: The School District shall have the sole right to determine the number of teachers to be laid off and/or the elimination of educational programs and subjects.

§13.4 Notification of Layoff and Program Elimination: When it is determined by the School District, the number of teachers to be laid off and/or what teachers will be affected by the elimination of educational programs, positions and subjects, the affected teacher(s) will be notified and declared surplus.

In making this determination at the elementary level (K-6), the following steps are used:

- (1) The teacher that is lowest on the seniority list teaching that program in the affected building is declared surplus and notified of same.
- (2) The teacher has the opportunity to move to the position of the least senior teacher in that same grade level system-wide.

Or

The surplus teacher may choose to apply for a vacancy in a different grade level.

Or

The surplus teacher may choose to keep the surplus status and "bump" per section 13.6.

- (3) Any teacher displaced due to this procedure would then be notified and declared surplus.

The School District will notify, whenever possible, before the Board meeting any employee being considered for layoff by the Board. Official written notification shall be given to the employee at least fourteen (14) days prior to the effective date of the layoff. Mailing of notice, by certified mail to the last address on file with the School District, shall be deemed to be official notification as of the day of mailing.

§13.5 Surplus Teachers and Vacancies: A surplus teacher may apply for any position declared vacant by the School District, which exists in the School District for which the teacher is certified and qualified.

1. If any two or more teachers who are certified and equally qualified apply (12.1), the teacher with the most seniority shall be assigned to the vacancy.
2. In order to prevent a layoff, the District may refuse a transfer (12.1) or a bump (13.6) request in order to maintain a position for which a surplus teacher is certified and qualified.

§13.6 Bumping Procedure: If no vacancy exists for a surplus teacher, then the surplus teacher may bump by utilizing the following procedure:

1. A teacher declared surplus may bump the lowest position on the seniority list for which he/she is certified and qualified.
2. A teacher in the special services area may be bumped only by a teacher with more seniority, who meets the North Central Accreditation requirements, is certified, and whose qualifications are equal as defined in 13.2. Special services area shall include special education, music, physical education, art, reading support services, librarians and counselors.

§13.7 Reinstatement Procedure: Should a section or class be available in the area they were declared surplus from the teacher who was displaced in the reduction will have the first right of refusal prior to posting the position or vacancy. The teacher will have 72 hours to accept or reject the offered position. If a teacher chooses to reject the offered position, their rights under this section will be forfeited.

§13.8 No Eligibility to Bump: If a surplus teacher is not eligible to bump under the provisions of §13.6 above, or in the event a teacher is bumped and is not eligible to bump, then the surplus teacher shall be laid off.

§13.9 Recall from Layoff: Teachers will be recalled from layoff to their original positions when the position is declared vacant by the School District or to a vacancy declared by the School District, for which the teacher is certified and qualified.

§13.10 Benefits During Layoff and Return: During layoff, neither salary nor fringe benefits will be paid, nor will sick days or increments accrue, but upon recall, unused sick days and seniority held at the start of the layoff shall be reinstated.

§13.11 Retention of Seniority Rights: A teacher on layoff shall be entitled to recall and retain his or her seniority rights for 10 years.

§13.12 Failure to Return After Notice: In the event a teacher whose services have been discontinued through layoff, is mailed a notice of recall by certified mail, return receipt requested, to his/her last known address on file in the School District's office, and such teacher does not notify the School District in writing, by certified mail, return receipt requested, within ten (10) days after such offer of his or her acceptance, then such teacher shall have no further rights of reinstatement unless approved by the School District in writing. A copy of the notice sent to the teacher shall be immediately sent to the MCDEA president.

It is understood that it is a teacher's responsibility while on layoff, to keep the School District informed, in writing, of his or her current address.

§13.13 Refusal of Position: No teacher on layoff shall be deemed to have forfeited his/her recall rights by refusing to assume a position that will be for less than ninety (90) school days.

§13.14 Seniority List: After having consulted with the Association and within one month after the commencement of each school year, the School District shall post on the teachers' bulletin boards in each building, a seniority list. If a teacher does not object to his/her listed seniority date within thirty (30) days following the posting, then said seniority date shall be conclusive for purposes of layoff, recall, etc.

§14: LEAVE PAY

§14.1 Absence in Case of Personal Illness:

- (a) Each full-time teacher will be credited with ten (10) sick days on the opening day of each school year. A part time teacher will receive a pro-rated portion of the ten (10) sick days on the opening day of each school year. Effective 7-1-2009.
- (b) Unused sick days will be accumulated without limit. Effective 7-1-2009 an employee retiring from the District who has ten or more years of service with the District and qualifies for retirement with the Michigan Office of Retirement Services will receive \$60.00 for every unused sick leave day they have accumulated. Upon proof of retirement qualification being made to the Superintendent payment for the accumulated total of unused sick leave days will be made into a Special Pay Plan that is in compliance with IRS regulations regarding Special Pay plans. Payout will be over a two year time span in accordance with the Special Pay plan payout option.

Upon retirement an employee with unused earned compensation time may convert their unused compensation hours balance to sick days for compensation as described above.

- (c) A pool of one hundred (100) non accumulative days will be established each year to be used by teachers who have used all other available sick days. Days from the sick day pool shall be used for emergency, long-term continuous illnesses, medical operations or injuries. The pool may not be used for childbirth/child-care leave. No individual member may use any days from the pool in one school year without approval granted by the superintendent after consultation with the union president or his/her designee. In the event that more than ten (10) days are granted, the total allotment shall not exceed twenty-five (25) days per school year.
- (d) Up to seven (7) days of an employee's annual ten (10) sick days may be used by the employee for the serious illness of a member of his or her immediate family. "Immediate family" means the employee's own spouse, child, or dependent. "Serious illness" means illness that requires the services of a physician. These days may be used for a member's parents/step parents.
- (e) A summary of each employee's sick leave accumulation and expenditure shall be prepared as of June 30th of each fiscal year. All adjustments shall be made at this time, and same is to be noted on the reverse side of the teacher's contract for those employees having accumulated sick leave.
- (f) The School District reserves the right to require further proof of personal injury or sickness or use under Section §14.1(d). If an employee furnishes proof from his or her or the appropriate physician, the employee will bear the cost. On the other hand, if the School District requires the employee to obtain such proof from a physician of the District's choice, then the District will bear the cost.

- (g) A regular teacher who does not teach the full school year shall have the ten (10) days pro-rated.
- (h) Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation law shall receive no subtraction of sick leave while he/she is receiving benefits under the compensation law.

§14.2 Days of Personal Leave: A teacher shall be entitled to three (3) days of personal leave per year.

- (1) Those desiring to use such leave shall submit their request on a form provided by the School District at least two (2) working days in advance of the anticipated absence except in cases of emergency.
- (2) Charges for the use of these days shall be at the minimum rate of one half (½) day per time used.
- (3) Those days shall not be used the first or last day of the school year. All teachers requesting personal days during the Michigan deer rifle season for the purpose of hunting or hunting related activities must do so by October 1. The district will rank requests on a lottery selection basis and honor requests based on the availability of substitute teachers. The lottery will be held for each day there is a need. The lottery will be conducted by an association representative and the superintendent or his/her designee.
- (4) Personal days may be accumulated to a total of four (4). Any days not banked will be applied to the teacher's personal sick bank.
- (5) Requests may be made up to three months prior to the day requested to extend a holiday. At this point (three months prior to the leave) the district will attempt to find subs to fill the leave requests. If subs are not available to cover all requests, subs will be awarded in a process using seniority and a rotation of opportunity. Additional requests for leave to extend a holiday may be made up until one month prior to the date of the leave. The district will fill these requests on a first come first serve basis and upon the availability of subs. No requests will be honored that are received less than one month prior to the date of the leave, except in extenuating circumstances as approved by the Superintendent. All requests for leave to extend a holiday shall be submitted to the Superintendents office.
- (6) If a teacher's personal leave request is denied and the teacher does not use all personal days allowed in the contract, the personal day will be carried over to the following school year as an additional personal day.

§14.3 Absence for Death in the Family: Absence without loss of salary will be allowed (not to exceed four (4) school days) upon the death of a spouse, parent, parent-in-law, sister, brother, child, son/daughter-in-law, sister/brother-in-law, grandparent, grandparent-in-law or grandchild within the employee's immediate family. In the case of death of all other family members; the teacher must first use accumulated personal days and then sick days after the accumulated personal days have been used.

§14.4 Absence to Attend Educational Conference or Classroom Visitation:

- (1) Employees authorized by the School District's representatives to visit other schools to attend educational conferences or to attend other meetings vital to the interest of the Menominee Area Public Schools, shall have no deduction of salary for the period of such attendance.
- (2) The School District will pay the reasonable expenses incurred by teachers (including fees, meals, lodging and/or transportation), who attend professional improvement sessions at the request and/or advance approval of the administration. No teacher attending such session shall suffer loss of salary for his/her absence.

§14.5 Absence for M.E.A. Conference: Authorized officials of the Association shall be allowed paid released time to attend such conferences held by affiliates of the Association, as are deemed necessary by the Association in the pursuit of professional advancement. The total number of such days allotted to the Association shall not exceed twelve (12) days annually. The Association president, or his or her designee, shall authorize such conference attendance in writing to the proper building principal (prior to attendance, when possible).

§14.6 Absence to Attend Jury Duty: A leave of absence shall be granted a teacher who is summoned and reports for jury service or to give professional testimony provided that the School District shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis, as set forth in Schedule "A" of this Agreement, and the daily jury duty fee paid by the court for each day on which he or she reports for, or performs jury duty, and on which he or she otherwise would have been scheduled to work.

Jury duty leave will be granted in half (1/2) day increments. It is the responsibility of the teacher to check the night prior to the duty to confirm the necessity for the leave.

§15: UNPAID LEAVES OF ABSENCE

§15.1 Certain Unpaid Leaves: Leave of absences which fall within the intent of the Family and Medical Leave Act of 1993 shall be granted and the employee will receive benefits as stated within the act. A leave of absence, up to two (2) years, without wages, fringe benefits or seniority or increment accrual may be granted by the superintendent of schools, or his or her designee. The member may, at his or her option, purchase the insurance package through the District at member rate. The decision of the Superintendent is not subject to arbitration.

§15.2 Notice of Intention to Return: Written notice of intention to return shall be given in writing to the superintendent of schools at least thirty (30) days prior to the expiration of any granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the teacher's right to employment in the School District. Upon receipt of a timely notice, the teacher shall be assigned to the first vacancy for which he/she is certified and qualified (as defined in §13).

§15.3 Military Leaves: Military leaves of absence shall be granted for teachers who are inducted or enlist for one (1) period of enlistment for military duty in any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in active service in the School District, and shall be reinstated upon completion of such service in accordance with Act 145, Public Acts of 1943, and with sick leave held at the start of the leave.

§15.4 Child-birth/Child-care Leave:

- (1) Child-birth leave will be granted in accordance with all conditions of the Family and Medical Leave Act of 1993. A child-birth leave without pay, but including the following fringe benefits: life insurance, dental insurance, vision insurance and those benefits as provided by law for which the employee is eligible due to her certified and diagnosed disability, and as covered under §6.8, §6.11, and §6.17, may be granted for a period of up to six (6) weeks or as otherwise certified by a physician. Teachers on child-birth leave may use available personal illness, or personal leave, and be compensated to the extent of their availability. The employee requesting such leave shall file her request, in writing, five (5) months before the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue her position as long as she desires.
- (2) A child-care leave of absence will be granted for up to a period of twelve (12) weeks, inclusive of the amount of leave time granted for child-birth, without pay, but including benefits as defined in the Family and Medical Leave Act of 1993. An extended child-care leave may be granted for a period of up to a total time of one (1) year, at the will of the Board of Education, upon the recommendation of the Superintendent. This leave may be requested as an extension of leave time following the expiration of the child-birth leave. A further extension of a child-care leave or a second leave of absence may be granted at the discretion of the Board of Education.
- (3) While an employee is granted a child-birth leave and an infant child-care leave of absence, she or he shall retain the following employment rights held by her or him before such leave was granted:
 - a. The same position on the salary schedule as held when the child-birth leave was granted.
 - b. Unused sick leave as held at the start of the leave of absence.
- (4) An employee on a child-care leave of absence must give written notice to the superintendent of schools by April 1st of the year the leave expires, of her or his intention to return or resign, unless an extension of leave, or a new leave has been granted. Failure to furnish such written notice shall constitute a notice of resignation.
- (5) Re-employment during the school year shall be at the discretion of the Board of Education, and re-employment for the beginning of the new school year shall be dependent upon an opening on the staff for which the employee is qualified. In the event there is no opening, the teacher shall be given priority for substitute work, if she or he so desires.

§15.5 Other Leaves:

- (1) When an employee is to be absent for reasons other than those disclosed in previous sections, the representative of the School District will give the request special consideration upon receipt of a written statement from the employee.
- (2) Should this request be approved by the representative of the School District, such leave will be without compensation, except as expressly allowed by the School District. In this case any substitute's salary shall be deducted from the teacher's pay, and the employee may then receive the remainder of his or her daily salary wage.

§15.6 Return From Leaves and Layoff

In the event there are more teachers on layoff or requesting return from leaves than positions available, teachers shall be recalled by seniority. Teachers on leave in accordance with the Family and Medical Leave Act of 1993 shall be recalled to their previous teaching positions at the conclusion of the leave.

§16: SABBATICAL LEAVE

§16.1 Definition: Sabbatical leave shall be interpreted as leave from active duty granted to any teacher after seven (7) consecutive years of professional service in the District School for the purpose of improving instruction in the District Schools. Military leaves or government leaves shall not be interpreted as interrupted service. Sabbatical leave may be granted for one (1) year or for such portion of the year as may be recommended by the superintendent and approved by the board.

§16.2 Qualifications: An application for sabbatical leave of absence may be filed with the superintendent provided the following conditions are fulfilled:

- (1) The applicant possesses a Michigan Teaching Certificate.
- (2) The applicant has been employed by the School District as a teacher for at least seven (7) consecutive years.
- (3) The applicant has not been granted sabbatical leave of absence from the School District during the seven (7) consecutive years of service immediately preceding current application.
- (4) The applicant signs an agreement to return to service with the School District immediately upon termination of sabbatical leave and continue in such service for a period of one (1) year in the event of a full year's leave, or to refund any compensation received from the School District while on leave, except as the School District shall, by special action, waive such obligation.

§16.3 Application:

- (1) Application for sabbatical leave of absence must be filed in the office of the superintendent not later than March 1st or October 1st preceding the semester when it is desired that the leave become effective.
- (2) An applicant for sabbatical leave of absence shall file with the application form, an outlined program for the period requested for sabbatical leave. This plan shall be indicated on an attached statement and should include details of work to be pursued.
- (3) In determining his or her recommendations on requests for sabbatical leave, the superintendent will consider the following items:
 - a. The extent of the applicant's professional study, growth, contributions and successful service during the preceding seven (7) years.
 - b. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
 - c. Length of period of uninterrupted service in the schools.
 - d. Reasonable and equitable distribution of applicants among the different levels and departments in the system.
 - e. Order in which applications are received.
 - f. Not more than one (1%) percent of instructional employees may be granted leave in any one year.
 - g. Availability of qualified replacement.
 - h. Availability of financial resources of the district

(4) In considering applications for sabbatical leave of absence, preference shall be given to those qualified applicants who have not previously been granted such leave. Whenever, in the opinion of the superintendent, the qualifications of two (2) or more applicants for sabbatical leave are relatively equal, length of service in the District shall be the deciding factor.

§16.4 Purposes of Sabbatical Leave: Leave granted for professional study, research, for work on publications, for travel, or for travel combined with study, or for any other reasons which, in the opinion of the superintendent, will improve instruction in the schools, or will improve the efficiency of an employee, shall be considered consistent with the purposes of sabbatical leave.

§16.5 Status While on Sabbatical Leave:

- (1) A teacher on sabbatical leave shall be considered to be in the employ of the School District and shall have a contract. However, the School District shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.
- (2) He or she shall be entitled to hospitalization and life insurance benefits that may be provided for by the rules and regulations of the School District.
- (3) The employee granted sabbatical leave shall not engage in unapproved remunerative work while on leave. Scholarships and fellowships in approved colleges and universities, which do not interfere with the program of professional improvement, are excepted. If other remunerative work is desired by the employee on leave, arrangements satisfactory to the superintendent shall be made.

§16.6 Status on Return From Sabbatical Leave: A teacher, upon return from sabbatical leave, shall enjoy the following privileges and benefits:

- (1) Be restored to his or her former teaching position or to a position of like nature, status and pay.
- (2) Be allowed credit toward retirement for time spent on sabbatical leave, in accordance with rules and regulations established by the commission in control of employee's retirement system of the State of Michigan.

§16.7 Reports: An interim report shall be filed in the office of the superintendent at the midpoint of the period for which the leave is taken. Upon return from sabbatical leave, a report must be submitted to the superintendent containing transcripts of all college or university work completed while on leave, and/or all other items of information pertinent to the evaluation of the program. The final report shall be due the first day of the month following the applicant's return to service with the School District.

The professional employee on leave shall receive as compensation, during the period of absence from regular duties, three-fourths (3/4) of his or her regularly scheduled salary that he or she would have received during the leave period.

§17: SUPERVISING TEACHER/STUDENT TEACHER

§17.1 Teacher Support of Program: The Association offers its full support of the Student Teaching Program and will attempt, upon request from the proper official, to aid in implementation or in finding solutions, to any unanticipated problems connected with this program.

§17.2 Implementation of University Policies: Policies established by the referring university, unless they are in conflict with the terms of the Master Agreement between the School District and the Association, or board policy, shall be followed in the implementation of the Student Teaching Program.

§17.3 Survey of Interested Supervisors: A survey shall be made in the Spring to determine the qualifications, the interest, and the willingness of staff members to serve as supervisors of student teachers for the next school year. A student teacher shall not be assigned to directed teaching in the Menominee school system until a qualified teacher agrees to act as a supervising teacher.

§17.4 Conflict of Personalities: If there should be a conflict of personalities between supervising teacher and student teacher, the supervising teacher, through the superintendent, may recommend to the referring university that the student teacher be transferred. Such a recommendation through the superintendent shall in no way be used in adverse evaluation of the supervising teacher as a classroom teacher.

§17.5 Declination of Supervisory Position: Declining either a request or recommendation to the position of supervisory teacher will not result in adverse evaluation of said teacher.

§17.6 Student-Teacher Committee: A student-teacher committee shall be established for the purpose of periodically reviewing the student-teacher program and making recommendations for improvements in its operation. The committee shall include the superintendent, the local student-teacher coordinator, and two teachers (one elementary and one secondary). The teacher members shall be appointed by the Association.

§17.7 Liability Insurance: It is recommended that each student-teacher carry an adequate amount of liability insurance.

§17.8 Payment to Supervising Teacher: The supervising teacher shall be paid, in addition to his or her contractual salary, the sum allotted by the referring university for payment to the supervising teacher.

§18 MENTOR TEACHERS

As state law mandates a Mentor Teacher for three (3) years, for the purpose of assisting, informing and coaching probationary teachers in the rights, responsibilities and ethics of the teaching profession, the Menominee Board of Education and the Menominee Education Association agree to work together in the selection and appointment process using the following guidelines.

- A. Qualified staff will submit their intentions to become Mentor Teachers by June 1st of each school year. The list of names will be maintained until the teacher requests removal from said list.
- B. A standing Selection Committee will be formed with the following responsibilities:
 1. establish criteria for the selection and the process
 2. make appropriate selection
 3. act via consensus
- C. Selection Committee will be comprised of 3 Administration representatives to include one elementary principal, one secondary principal and the director of curriculum and three (3) Menominee Education Association members to be appointed by the Association.
- D. In the selection process the following guidelines will be applicable:
 1. The ultimate and overriding criteria used by the selection committee in selecting a Mentor Teacher will be the respective candidates recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.

2. General criteria in selection will include:
 - a. tenure
 - b. minimum of five (5) years teaching experience with two (2) years in Menominee.
 - c. same background in major area of instruction (i.e. –lower elementary to lower elementary, grade level to grade level, department to department, et cetera.)
 - d. classroom teachers will be matched to classroom teachers
 - e. same building

- E. Regarding appointment, the following will apply:
 1. All appointments as Mentor Teacher will be voluntary.
 2. Appointment will be for three (3) years unless either party requests a change through their building principal or the Selection Committee decides it's in the best interests of the parties.
 3. Mentor Teachers will have no involvement in the evaluation process and the relationship will be collaborative and confidential.
 4. The district will provide release time for the mentor's observations of the mentee's classroom.
 5. Mentor Teachers will be paid a stipend of \$500 per probationary teacher, per year, with one half paid at the end of the first semester and the balance paid out at the end of the school year.
 6. The district will provide for the training and training related expenses for the mentor teacher.

§19 STUDENT MANAGEMENT AND TEACHER PROTECTION

§19.1 District Support of Teachers Involving Discipline: Since the teacher's authority and effectiveness in his or her classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the School District recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom.

§19.2 Exclusion of Student: A teacher may exclude a pupil from class during any class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effective of the violation, makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.

§19.3 Mainstreaming of Handicapped Student: When a handicapped student is initially mainstreamed into a regular education classroom, all regular education teachers shall be provided a copy of the student's individual educational plan. Once a handicapped student is mainstreamed, a regular education teacher of the student, shall, upon the request of either the teacher or the superintendent (or his or her designee), attend any EPPC meeting concerning the student.

§19.4 Assault on Teacher: Any case of assault upon a teacher shall be promptly reported to the School District or its designated representative. The School District will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Time lost by a teacher up to a maximum of thirty (30) school days in connection with any incident covered by this section will not be charged against the teacher's sick leave bank. Time lost over thirty (30) days may be charged against the sick leave bank in the event he or she does not elect to take workman's compensation.

§19.5 Action Against Teacher: If any teacher is complained against, or sued, for reason of disciplinary action taken by the teacher in accordance with School District and administrative policy, against a student, the School District will provide all reasonable cooperation to the teacher, his or her representative and legal counsel. Time lost in connection with any incident covered by this section will not be charged against the teacher's sick leave bank.

§19.6 Damage to Teacher's Property: If, in the performance of regular or assigned teaching duties, a teacher, without negligence on his or her part, shall suffer loss of, or damage to, his or her clothing or other personal property, to the extent of twenty-five (\$25) dollars, but not more than two hundred fifty (\$250.00) dollars, in any school year, the School District shall make reimbursement provided that this section shall not apply to loss of money. Loss or damage to a teacher's automobile as a result of vandalism on school property shall be included for reimbursement provided it is not already covered by the teacher's insurance.

§19.7 Responsibilities for Supervision and Discipline: Teachers have professional responsibilities for supervision and discipline of students during the normal school day. Assignments for supervision and discipline shall not include being assigned exclusively to a specific bathroom or doorway, but rather may include general areas of a building, including entryways, corridors, etc. General supervisory assignments will not be in conflict with scheduled teaching and preparation periods or with other provisions of this agreement.

§19.8 Internet Use by Students: In accordance with Board Policy, 7540.03, teachers are entitled to access and use of District Internet resources. Teachers are released from liability based on information retrieved from the Internet by students or others without the teacher's permission and/or knowledge. In the event an issue of inappropriate or illegal Internet use or access arises, the involved teacher(s) is guaranteed full due process and/or grievance rights as per state law, Board policy and this master agreement.

§20 TEACHER EVALUATION AND PROFESSIONAL BEHAVIOR

§20.1 Responsibility of Administration: The evaluation of the work of all teachers is a responsibility of the administration. No other person shall make a formal evaluation that can be included in the teacher's personnel file.

§20.2 Manner of Observations: All formal observations of the work performance of a teacher for purposes of written evaluation shall be conducted openly and with full and prior knowledge (24 hour minimum notice.) This is not intended to restrict the District's responsibility to monitor the work performance or investigate allegations as needed. The District will not use audio/video devices for teacher evaluation without the full knowledge of the teacher. Audio/video devices may be used in the buildings for general safety and security of both staff and students. Teachers will be informed of these devices relating to general security purposes. Investigations relating to potential criminal acts or unprofessional conduct may require the use of audio/video devices without the knowledge of staff.

§20.3 Notification of Filed Materials: All communications, including evaluations by Menominee Area Public School administrators, commendations, and validated complaints directed toward teachers, which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion.

§20.4 Review of Personnel Files: Each teacher shall have the right, upon request, to review the contents of his or her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. In the event a teacher feels that any material in the file is improper, the teacher may submit his or her own statement concerning the matter. Privileged information, such as confidential credentials and related personal references normally requested at the time of employment, are specifically exempted from review. The administrators shall, in the presence of the teacher and authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.

Upon receipt of a FOIA request regarding any information in a teacher's personnel file, the district will inform the teacher.

§20.5 Presence of Association Representative: A teacher shall be entitled to have present a representative of the Association when he or she is being given a written reprimand or is being suspended for any infraction of discipline or delinquency in his or her performance, which will be recorded in his or her personnel file unless representation of the association is not readily available, then the Board retains the right to place the teacher immediately on paid Administrative Leave on any offense that the Board or its designees determines warrants such action. The Board's designee and the association shall meet within two working days to discuss the charge(s) and the pending measures the Board or its designees are considering to take on the pending charges.

§20.6 Notification to Probationary Teacher: If the superintendent is contemplating recommending to the board of education, the dismissal of a probationary teacher for unsatisfactory work, then he or she shall notify the probationary teacher of this fact on or before sixty (60) days prior to the end of the teacher's work year.

§21 CONTINUITY OF OPERATIONS

§21.1 Emergency School Closings: Teachers will not report on days when school is closed due to emergency conditions and shall not suffer reduction in pay for such days. Days which the State requires be made up or the District shall suffer the loss of State Aid will be rescheduled by adding days to the end of the school year. Teachers will receive their regular pay on days when school is closed but shall work on rescheduled days with no additional compensation.

§21.2 Leaving Upon School Closure: In the event schools are convened and then forced to close, teachers will be free to leave when all of their students have been adequately cared for.

On such days, where due to the closing, State Aid is lost and the day must be made up, teachers who reported to work and commenced their assignments will be paid an amount equivalent to one-third of the daily rate of the BA base salary for reporting that day. Any such payment will be made on the twenty-first bi-weekly check.

§22 GRIEVANCE PROCEDURE

§22.1 Definition of Grievance: A grievance is defined as an alleged violation of a specific section or subsection of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work on account of such difference, but the grievance shall be submitted to the following grievance procedure.

§22.2 Presentation of Grievance: An individual employee shall have the right at any time to present his or her own grievance to the School District and to have the grievance fully adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement, and the bargaining representative has been given the opportunity to be present at such adjustment.

§22.3 Step One. Within ten (10) working days after the time a grievance occurs, the Association or employee, will present the employee's grievance orally to the appropriate building principal. Within ten (10) working days after presentation of the grievance, the principal shall give his or her answer orally to the employee or Association representative. A receipt of the date of the oral discussion will be signed by the grievant and principal for purposes of recording the date of the conference.

§22.4 Step Two. If the grievance is not resolved in Step One, the employee or Association may reduce the employee's grievance to writing, and present the grievance to the superintendent or his or her designee for his or her written answer. The written grievance shall be on a form provided by the School District and must be filed within four (4) working days after the date of the principal's oral answer in Step One, but in no event later than fourteen (14) working days from presentation of the grievance. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall state the date on which the alleged grievance arose, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested and shall be signed and dated by the employee(s) and/or Association representative. The superintendent or his or her designee shall give the employee and Association representative an answer, in writing, no later than ten (10) working days after receipt of the written grievance.

§22.5 Step Three. If the grievance is not resolved in Step Two, the Association Grievance Chairperson or his or her designee may, within five (5) working days after the answer in Step Two, appeal the grievance to a committee appointed by the Board of Education. The appeal shall be in writing and shall be signed by the Association chairperson or his/her designee. The board or its designated representative shall, not later than the next regularly scheduled meeting or three (3) calendar weeks, whichever is later, investigate the grievance, including giving the aggrieved employee or the Association the opportunity to be heard. The board or its designated representative shall render a decision in writing within seven (7) working days after holding the hearing on appeal.

§22.6 Step Four. If the grievance is not satisfactorily adjusted, and it involved an alleged violation of a specific section or subsection of this Agreement, the Association may, within twenty (20) working days after the Board's decision in writing is received, submit the grievance to arbitration by mailing a Demand for Arbitration, return receipt requested, with a copy to the School District, to the American Arbitration Association.

The Demand for Arbitration shall contain a statement of the issues to be arbitrated, references to the specific section or subsection allegedly violated, and shall be signed by the Association Grievance Chairperson, or his designee.

The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association governing labor disputes. The cost for the services shall be distributed forty percent (40%) to the party deemed to be favorably awarded the arbitrator's judgement and sixty percent (60%) to the party deemed to be in error in the arbitrator's judgement. All other expenses, including AAA filing fees, shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.

§22.7 Powers of the Arbitrator: It shall be the function of the arbitrator, and he or she shall be empowered, except as his powers are limited below, to make a final decision based upon, and specifically limited to, whether the School District has violated express articles and sections of this Agreement.

- (1) He or she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- (2) He or she shall have no power to rule on any of the following:
 - (a) The discipline, suspension, or the termination of services of, or failure to re-employ, any probationary employee.
 - (b) Employee evaluations by the principal or supervisor.

- (c) Any matter which, under this Agreement, is within the responsibility of the District to decide.
- (d) Any matter subject to the procedures specified in the Teacher Tenure Act (Act 4 of Public Acts, Extra Session of 1936 of Michigan, as amended).
- (e) The removal, assignment, reassignment, or failure to assign a teacher to an extracurricular activity.
- (f) Any alleged violation of §7.1, §7.2, and §7.3 if there are teachers on layoff.

With regard to any of the items set forth in sub-section "a" through "f" above, the employee and/or Association may pursue whatever other legal remedies (excluding action prohibited in §25) which are available after pursuing the matter through Step Three above.

- (3) He or she shall have no power to change or negate, or substitute his judgment for the District's with respect to, any practice, policy, or rule of the District not in violation of any express terms and conditions of this Agreement.
- (4) He or she shall have no power to imply conditions or obligations upon the School District other than as expressed within this Agreement or to decide questions within the responsibility of management.
- (5) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- (6) There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding upon the Association, its members, the employee or employees involved, and the board.

§22.8 Grievance Not Timely Advanced: Any grievance not filed or not advanced to the next step by the employee and/or Association within the time limit in that step, shall be deemed abandoned. Failure of the employer to respond or advance the grievance within the appropriate time limits at any step of the grievance shall be deemed to have been decided in favor of the grievant. Time limits may be mutually extended by the School District and the Association in writing; then the new date shall prevail.

§22.9 No Back Wages Prior to Step One Presentation: The School District shall not be required to pay back wages prior to the date the oral grievance was presented in Step One.

- (1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of back pay.
- (2) No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as the representative grievance by mutual written agreement by the parties.

§22.10 Interim Grievances: Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed.

§22.11 Agreement Binding on All Parties: Any agreement reached between the School District and the Association is binding on all employees affected and cannot be changed by any individual.

§22.12 No Processing During Instructional or Preparation Time: Grievances arising under this Section shall not be processed during instructional or preparation time.

§23: MISCELLANEOUS PROVISIONS

§23.1 Individual Contracts: Any individual contract between the School District and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed, shall be expressly made subject to and consistent with the terms of this Agreement, to be executed by the parties. If an individual contract contains any language or salary inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

§23.2 Agreement Supersedes Inconsistent Regulations: This Agreement shall supersede any rules, regulations or practices of the School District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into, and be considered part of, the established policies of the School District and shall constitute the sole agreement between the parties.

§23.3 Provision Contrary to Law: If any provision of this Agreement or any application of this 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.

§23.4 District Prints Copies of Agreement: Copies of this Agreement shall be printed at the expense of the School District and presented to all teachers now employed, and hereafter employed.

§23.5 Unlimited Opportunity to Negotiate: The parties acknowledge that during the negotiations of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly, waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Provided, however, by mutual agreement of the parties, this Agreement may be re-opened for negotiations, but any amendment or supplemental agreement shall not be binding unless executed in writing and certified by both parties.

§23.6 Gender: The use of words referring to the male gender in any article and/or section of this Agreement shall likewise be read to include the female gender.

§23.7 National Health Insurance: Should National Health Insurance become a reality, the superintendent will meet with representatives of the Association to discuss how provisions of this contract, affected by such a plan, may be modified to complement the provisions of the National Health Insurance Program.

§23.8 Effective Date: It is understood that all provisions of this contract become effective on July 1, 2008, retroactively from the date of ratification by Menominee Area Public Schools Board of Education.

§23.9 Section Headings: The various section and subsection headings of this Agreement have been added for the convenience of the reader, and, accordingly, they shall not be utilized in the interpretation of the various terms and provisions of the Agreement. Only the language of the Agreement itself shall be utilized for purposes of interpretation.

§23.10 Compensation for Non-School Hour Duties: Teachers shall be compensated with personal leave for non-school hour detention duty, and for covering a class in situations where a teacher needs to be away for an abbreviated time period for district program functions, or in an emergency. Teachers shall have the opportunity at the beginning of each year to participate in detention assignments. Teachers who need to be away from their assigned position for an abbreviated period of time for personal reasons, may use their built up comp time for these purposes with the approval of the building principal, or time may build up and be used in one-half (1/2) or full day segments. Comp day usage will be restricted to allow no more than five (5) days in a row and/or no more than eight (8) total days in a given school year.

§23.11 Michigan Test of Teacher Competency: The Menominee Area Public Schools and the Menominee City District Education Association agree that teachers opting to take the Michigan Test of Teacher Competency (MTTC) to meet No Child Left Behind (NCLB) highly qualified teacher requirements shall be eligible for reimbursement for the costs of first time testing under provisions of Article 6 Section 19 of the Master Agreement. Re-testing costs necessitated by failure to pass the test, or any portion of it, on the first attempt shall be at the teacher's expense.

This agreement applies only to those teachers who currently hold a Michigan teaching certificate and are taking the test to meet NCLB highly qualified standards. It does not apply to teachers applying for initial Michigan teacher certification.

§23.12 Compensation For Non-Degreed Teachers: The Menominee Area Public Schools and the Menominee City District Education Association agree that non-degreed teachers employed in specialized areas will be paid in accordance with the BA/BS Salary Schedule. Compensation increases on this schedule will be permitted for years of experience, however, non-degreed teachers will not be eligible for compensation increases for credits earned (e.g., BA+20, BA+30, etc.) until after a BA/BS is earned.

§23.13 Donation of Earned Compensation Time: Teachers may voluntarily donate a maximum of up to two (2) days per school year of personal earned compensation time to fellow teachers throughout the District in one-half (1/2) or full day (1) segments subject to administrative approval.

§24 NEGOTIATION PROCEDURES

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the board of education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

§25 NO STRIKE CLAUSE

§25.1 No Strike or Stoppage: During the life of this Agreement, the Association shall not cause or permit its members to cause, nor shall any member of the Association or teacher of the School District, take part in any sit-down, stay-in, slow-down, curtailment of professional services, or the interference with the teaching of students for any reason. The Association shall not cause or permit its members to cause, nor shall any member of the Association or teacher of the School District, take part in any strike or stoppage of any of the School District's operations or picket the School District's buildings or premises during the life of this Agreement.

§25.2 Affirmative Action to Stop Strikes: The Association agrees that it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing, or work interferences of any kind, by notifying the teacher that it disavows these acts.

§25.3 No Lockout: The School District will not lock out bargaining unit members unless they violated the provisions of this section or this Agreement itself has expired.

DURATION OF AGREEMENT

This Agreement shall be effective as of the date of board ratification and shall continue in effect through the 30th day of June, 2012. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Upper Peninsula Education Association

Menominee Area Public Schools
Board of Education

By: _____

By: _____

By: _____

Michigan Education Association

By: _____

**LETTER OF AGREEMENT
BETWEEN
MENOMINEE AREA PUBLIC SCHOOLS
AND
MENOMINEE CITY DISTRICT EDUCATION ASSOCIATION**

In the event that Class size limits are exceeded as specified in Article 7.1, the teacher will be given a choice of the following remedies:

1. An instructional aide will be assigned for the class period where the student count is in excess of the limits stated in Article 7.1.
2. A teacher will earn 1 period of comp time for every 3 periods they are assigned where the student count is in excess of the limits stated in Article 7.1.
3. A teacher will be paid a premium of \$12 for each period they are assigned where the student count is in excess of the limits stated in Article 7.1. The premium will be discontinued when the amount of funding the district receives from the state for the student equals the premium paid to the teacher(s). Once the funding ceiling is reached, a teacher shall not be entitled to the other remedies.

In the event that the student count in a class exceeds the limit in Article 7.1 by more than one student, the affected teacher may select a remedy for each student (remedy #1 could not be duplicated in this case).

For Menominee Area Public Schools

Date

For Menominee City District Education Association

Date

LETTER OF UNDERSTANDING

This letter of understanding is entered into between MCDEA and MAPS in order to resolve a contractual dispute relative to Article 8.3

1. All elementary classroom, Special Education, and Specials teachers who have a preparation time of less than 45 minutes per day will eligible to receive released time in the building in order to bring them up to two hundred twenty-five (225) minutes per week. This time may be taken in increments of full days, half days, or divide a half day or full day with other teachers. Time will be mutually determined by the teacher and the building administrator and used during the current school year (2010-11).
2. In any given week when the total number of preparation periods is less than the number of student contact days, teachers will receive equivalent release time for the number of preparation periods lost.
3. For the 2010-2011 school year, the parties agree that the preparation time shall return to forty-five (45) minutes and every teacher will have one (1) preparation period per day.

Upon signatures, this issue shall be resolved and the grievance withdrawn without prejudice.

District

LETTER OF AGREEMENT

The Menominee Area Public Schools (MAPS) and the Upper Peninsula Education Association (UPEA) agree as follows:

1. Section 6.10 of the current (albeit expired) 2005-2008 master agreement between MAPS and the UPEA shall be modified and replaced with a Voluntary Retirement Incentive (VRI) to be adopted by the Board of Education on the following terms and conditions:
 - a. Members of the UPEA bargaining unit who are (1) actively employed during the 2009-2010 school year; (2) eligible to retire under MPSERS; and (3) timely elect to retire from MAPS not later than June 30, 2010 or June 30, 2011, as applicable, are eligible to participate in either the 2010 VRI or the 2011 VRI.
 - b. Eligible members who timely submit a signed notice of retirement in a form satisfactory to MAPS (that shall include a comprehensive release of claims the content of which shall comply with the federal Older Workers Benefit Protection Act), shall receive a monthly \$350.00 supplement paid by MAPS into the member's designated 403(b) account (or "special pay plan") for up to 54 months after the effective date of retirement or until the retiree becomes eligible to receive reduced old age insurance and benefits under Title II of the Social Security Act, whichever first occurs.
 - c. The deadline for filing a signed notice of retirement with the Superintendent or his designee to participate in the 2010 VRI shall begin March 1, 2010 and shall end June 8, 2010. The deadline for the 2011 VRI shall begin March 9, 2011 and shall end April 24, 2011.
 - d. Members who timely submit a signed notice of retirement shall have seven calendar days to revoke their notice of retirement by submitting a written notice of revocation to the Superintendent or his designee. After the seven (7) days have expired, members who have not timely revoked their signed notice shall retire effective June 30 of the year in which the member elects retirement.
 - e. A VRI plan will be offered in March of 2011 for retirements effective June 30, 2011 on the same terms and conditions unless otherwise described herein.
2. At the conclusion of the 2011-2012 school year, section 6.10, as modified by this Letter of Agreement, shall be eliminated and thereafter no member of the UPEA bargaining unit shall be eligible for VRI or the section 6.10 benefit.
3. In exchange for offering the above VRI plans in 2010 and 2011, on the conditions set forth, the parties agree that section 7.1 shall be modified as follows:

7.1 Class Size Limits. The School District will strive to meet pupil-professional staff ratios of 25 to 1 in grades DK-4 and 26 to 1 in grades 5-12. Class sizes including high school learning labs shall not exceed 30 to 1 as of the 11th day of the semester. Physical education shall not exceed a daily load of 175 students (balance unchanged).

Effective June 30, 2012, the section 7.1 language will revert to the 2005-2008 Master Agreement.

4. In all other respects, the current (albeit expired) 2005-2008 master agreement shall remain in full force and effect.

5. This Letter of Agreement and section 6.10 of the current (albeit expired) 2005-2008 master agreement, as modified by this Letter of Agreement, shall expire on June 30, 2012 and are of no force and effect thereafter.

6. This Letter of Agreement is not precedent setting as to any other matter and does not establish a course of dealing or past practice with respect to the provision of any kind of resignation or retirement incentive. The parties understand that there is no guarantee that MAPS shall or shall not offer any future VRI plan, or similar benefit nor shall such an interpretation be derived from or implied by virtue of this Agreement.

AGREED:

AGREED:

UPEA
Dated:

MAPS
Dated:

**MENOMINEE AREA PUBLIC SCHOOLS
 MENOMINEE, MICHIGAN
 TEACHERS SALARY SCHEDULE
 2008-2009
 SCHEDULE A-1**

BASE = 33,504

<u>INDEX</u>	<u>DEGREE/ YRS EXP</u>	<u>BA/BS 1.000</u>	<u>BA+20 1.035</u>	<u>BA+30 1.070</u>	<u>MA/MS 1.090</u>	<u>MA+15 1.135</u>	<u>MA+30 1.185</u>
1.000	0.0	33,504	34,676	35,849	36,519	38,027	39,702
1.040	1.0	34,844	36,063	37,283	37,980	39,548	41,290
1.080	2.0	36,184	37,450	38,717	39,441	41,069	42,878
1.120	3.0	37,524	38,837	40,151	40,901	42,590	44,466
1.170	4.0	39,199	40,571	41,943	42,727	44,491	46,451
1.220	5.0	40,875	42,305	43,736	44,553	46,393	48,436
1.270	6.0	42,550	44,039	45,528	46,379	48,294	50,421
1.320	7.0	44,225	45,773	47,321	48,205	50,195	52,406
1.370	8.0	45,900	47,507	49,113	50,031	52,097	54,392
1.420	9.0	47,575	49,240	50,906	51,857	53,998	56,377
1.470	10.0	49,250	50,974	52,698	53,683	55,899	58,362
1.520	11.0	50,926	52,708	54,490	55,509	57,801	60,347
1.570	12.0	52,601	54,442	56,283	57,335	59,702	62,332
1.580	13.0	52,936	54,789	56,641	57,700	60,082	62,729
1.580	14.0	52,936	54,789	56,641	57,700	60,082	62,729
1.620	15.0	54,276	56,176	58,075	59,161	61,603	64,317
1.630	16.0	54,611	56,522	58,434	59,526	61,984	64,714
1.630	17.0	54,611	56,522	58,434	59,526	61,984	64,714
1.640	18.0	54,946	56,869	58,792	59,891	62,364	65,111
1.640	19.0	54,946	56,869	58,792	59,891	62,364	65,111
1.650	20.0	55,281	57,216	59,151	60,256	62,744	65,508
1.660	21.0	55,616	57,563	59,509	60,622	63,124	65,905
1.660	22.0	55,616	57,563	59,509	60,622	63,124	65,905
1.670	23.0	55,951	57,909	59,868	60,987	63,505	66,302
1.680	24.0	56,286	58,256	60,226	61,352	63,885	66,699
1.700	25.0	56,956	58,950	60,943	62,082	64,645	67,493
1.700	26.0	56,956	58,950	60,943	62,082	64,645	67,493
1.730	27.0	57,961	59,990	62,019	63,178	65,786	68,684
1.730	28.0	57,961	59,990	62,019	63,178	65,786	68,684
1.730	29.0	57,961	59,990	62,019	63,178	65,786	68,684
1.730	30.0	57,961	59,990	62,019	63,178	65,786	68,684

Hours credited for the horizontal move must be earned following the awarding of the degree and a valid teaching certificate. (This references Bachelors and Masters degrees) Teachers awarded a horizontal move prior to August 30, 1993, shall retain their position on the schedule.

**MENOMINEE AREA PUBLIC SCHOOLS
 MENOMINEE, MICHIGAN
 TEACHERS SALARY SCHEDULE
 2009-2010
 SCHEDULE A-2**

* **BASE = 33,504**

<u>INDEX</u>	<u>DEGREE/ YRS EXP</u>	<u>BA/BS 1.000</u>	<u>BA+20 1.035</u>	<u>BA+30 1.070</u>	<u>MA/MS 1.090</u>	<u>MA+15 1.135</u>	<u>MA+30 1.185</u>
1.000	0.0	33,504	34,676	35,849	36,519	38,027	39,702
1.040	1.0	34,844	36,063	37,283	37,980	39,548	41,290
1.080	2.0	36,184	37,450	38,717	39,441	41,069	42,878
1.120	3.0	37,524	38,837	40,151	40,901	42,590	44,466
1.170	4.0	39,199	40,571	41,943	42,727	44,491	46,451
1.220	5.0	40,875	42,305	43,736	44,553	46,393	48,436
1.270	6.0	42,550	44,039	45,528	46,379	48,294	50,421
1.320	7.0	44,225	45,773	47,321	48,205	50,195	52,406
1.370	8.0	45,900	47,507	49,113	50,031	52,097	54,392
1.420	9.0	47,575	49,240	50,906	51,857	53,998	56,377
1.470	10.0	49,250	50,974	52,698	53,683	55,899	58,362
1.520	11.0	50,926	52,708	54,490	55,509	57,801	60,347
1.570	12.0	52,601	54,442	56,283	57,335	59,702	62,332
1.580	13.0	52,936	54,789	56,641	57,700	60,082	62,729
1.580	14.0	52,936	54,789	56,641	57,700	60,082	62,729
1.620	15.0	54,276	56,176	58,075	59,161	61,603	64,317
1.630	16.0	54,611	56,522	58,434	59,526	61,984	64,714
1.630	17.0	54,611	56,522	58,434	59,526	61,984	64,714
1.640	18.0	54,946	56,869	58,792	59,891	62,364	65,111
1.640	19.0	54,946	56,869	58,792	59,891	62,364	65,111
1.650	20.0	55,281	57,216	59,151	60,256	62,744	65,508
1.660	21.0	55,616	57,563	59,509	60,622	63,124	65,905
1.660	22.0	55,616	57,563	59,509	60,622	63,124	65,905
1.670	23.0	55,951	57,909	59,868	60,987	63,505	66,302
1.680	24.0	56,286	58,256	60,226	61,352	63,885	66,699
1.700	25.0	56,956	58,950	60,943	62,082	64,645	67,493
1.700	26.0	56,956	58,950	60,943	62,082	64,645	67,493
1.730	27.0	57,961	59,990	62,019	63,178	65,786	68,684
1.730	28.0	57,961	59,990	62,019	63,178	65,786	68,684
1.730	29.0	57,961	59,990	62,019	63,178	65,786	68,684
1.730	30.0	57,961	59,990	62,019	63,178	65,786	68,684

Hours credited for the horizontal move must be earned following the awarding of the degree and a valid teaching certificate. (This references Bachelors and Masters degrees) Teachers awarded a horizontal move prior to August 30, 1993, shall retain their position on the schedule.

* Teachers received .5% off schedule, \$750 to those without step/long for 2008-09 and 2009-10

**MENOMINEE AREA PUBLIC SCHOOLS
MENOMINEE, MICHIGAN
TEACHERS SALARY SCHEDULE
2010-2011
SCHEDULE A-3**

* BASE = 33,504

<u>INDEX</u>	<u>DEGREE/ YRS EXP</u>	<u>BA/BS 1.000</u>	<u>BA+20 1.035</u>	<u>BA+30 1.070</u>	<u>MA/MS 1.090</u>	<u>MA+15 1.135</u>	<u>MA+30 1.185</u>
1.000	0.0	33,504	34,676	35,849	36,519	38,027	39,702
1.040	1.0	34,844	36,063	37,283	37,980	39,548	41,290
1.080	2.0	36,184	37,450	38,717	39,441	41,069	42,878
1.120	3.0	37,524	38,837	40,151	40,901	42,590	44,466
1.170	4.0	39,199	40,571	41,943	42,727	44,491	46,451
1.220	5.0	40,875	42,305	43,736	44,553	46,393	48,436
1.270	6.0	42,550	44,039	45,528	46,379	48,294	50,421
1.320	7.0	44,225	45,773	47,321	48,205	50,195	52,406
1.370	8.0	45,900	47,507	49,113	50,031	52,097	54,392
1.420	9.0	47,575	49,240	50,906	51,857	53,998	56,377
1.470	10.0	49,250	50,974	52,698	53,683	55,899	58,362
1.520	11.0	50,926	52,708	54,490	55,509	57,801	60,347
1.570	12.0	52,601	54,442	56,283	57,335	59,702	62,332
1.580	13.0	52,936	54,789	56,641	57,700	60,082	62,729
1.580	14.0	52,936	54,789	56,641	57,700	60,082	62,729
1.620	15.0	54,276	56,176	58,075	59,161	61,603	64,317
1.630	16.0	54,611	56,522	58,434	59,526	61,984	64,714
1.630	17.0	54,611	56,522	58,434	59,526	61,984	64,714
1.640	18.0	54,946	56,869	58,792	59,891	62,364	65,111
1.640	19.0	54,946	56,869	58,792	59,891	62,364	65,111
1.650	20.0	55,281	57,216	59,151	60,256	62,744	65,508
1.660	21.0	55,616	57,563	59,509	60,622	63,124	65,905
1.660	22.0	55,616	57,563	59,509	60,622	63,124	65,905
1.670	23.0	55,951	57,909	59,868	60,987	63,505	66,302
1.680	24.0	56,286	58,256	60,226	61,352	63,885	66,699
1.700	25.0	56,956	58,950	60,943	62,082	64,645	67,493
1.700	26.0	56,956	58,950	60,943	62,082	64,645	67,493
1.730	27.0	57,961	59,990	62,019	63,178	65,786	68,684
1.730	28.0	57,961	59,990	62,019	63,178	65,786	68,684
1.730	29.0	57,961	59,990	62,019	63,178	65,786	68,684
1.730	30.0	57,961	59,990	62,019	63,178	65,786	68,684

Hours credited for the horizontal move must be earned following the awarding of the degree and a valid teaching certificate. (This references Bachelors and Masters degrees) Teachers awarded a horizontal move prior to August 30, 1993, shall retain their position on the schedule.

* Teachers received .5% off schedule, \$750 to those without step/long for 2010-11

**MENOMINEE AREA PUBLIC SCHOOLS
MENOMINEE, MICHIGAN
TEACHERS SALARY SCHEDULE
2011-2012
SCHEDULE A-4**

BASE = 33,672

INDEX	DEGREE/ YRS EXP	BA/BS 1.000	BA+20 1.035	BA+30 1.070	MA/MS 1.090	MA+15 1.135	MA+30 1.185
1.000	0.0	33,672	34,850	36,029	36,702	38,217	39,901
1.040	1.0	35,018	36,244	37,470	38,170	39,746	41,497
1.080	2.0	36,365	37,638	38,911	39,638	41,275	43,093
1.120	3.0	37,712	39,032	40,352	41,106	42,803	44,689
1.170	4.0	39,396	40,775	42,153	42,941	44,714	46,684
1.220	5.0	41,079	42,517	43,955	44,776	46,625	48,679
1.270	6.0	42,763	44,260	45,756	46,611	48,536	50,674
1.320	7.0	44,446	46,002	47,558	48,447	50,447	52,669
1.370	8.0	46,130	47,745	49,359	50,282	52,358	54,664
1.420	9.0	47,814	49,487	51,161	52,117	54,268	56,659
1.470	10.0	49,497	51,230	52,962	53,952	56,179	58,654
1.520	11.0	51,181	52,972	54,763	55,787	58,090	60,649
1.570	12.0	52,864	54,715	56,565	57,622	60,001	62,644
1.580	13.0	53,201	55,063	56,925	57,989	60,383	63,043
1.580	14.0	53,201	55,063	56,925	57,989	60,383	63,043
1.620	15.0	54,548	56,457	58,366	59,457	61,912	64,639
1.630	16.0	54,885	56,806	58,726	59,824	62,294	65,038
1.630	17.0	54,885	56,806	58,726	59,824	62,294	65,038
1.640	18.0	55,221	57,154	59,087	60,191	62,676	65,437
1.640	19.0	55,221	57,154	59,087	60,191	62,676	65,437
1.650	20.0	55,558	57,503	59,447	60,558	63,058	65,836
1.660	21.0	55,895	57,851	59,807	60,925	63,441	66,235
1.660	22.0	55,895	57,851	59,807	60,925	63,441	66,235
1.670	23.0	56,231	58,200	60,168	61,292	63,823	66,634
1.680	24.0	56,568	58,548	60,528	61,659	64,205	67,033
1.700	25.0	57,242	59,245	61,248	62,393	64,969	67,831
1.700	26.0	57,242	59,245	61,248	62,393	64,969	67,831
1.730	27.0	58,252	60,291	62,329	63,494	66,116	69,028
1.730	28.0	58,252	60,291	62,329	63,494	66,116	69,028
1.730	29.0	58,252	60,291	62,329	63,494	66,116	69,028
1.730	30.0	58,252	60,291	62,329	63,494	66,116	69,028

Hours credited for the horizontal move must be earned following the awarding of the degree and a valid teaching certificate. (This references Bachelors and Masters degrees) Teachers awarded a horizontal move prior to August 30, 1993, shall retain their position on the schedule.

SCHEDULE B-1

EXTRACURRICULAR PAY

(Annually - except as indicated)

	<u>Percent of B.A. Base</u>
Athletic Supervisor	16
Boys Head Football Coach- includes 4 weeks pre-season	18
Boys Assistant Varsity Football Coaches- includes 4 weeks pre-season	13
Boys Assistant Football Coaches- includes 3 weeks pre-season	12
Boys Head Basketball Coach- includes entire season	16
Boys Assistant High School Basketball Coaches- includes entire season	10
Boys Head Track Coach	8
Boys Assistant Track Coach	6
Cross Country Coach	8
Assistant Cross Country Coach	6
Boys Wrestling Coach	12
Boys Assistant Wrestling Coach	8
Boys Tennis Coach	6
Boys Golf Coach	6
*Girls Head Basketball Coach	16
*Girls Assistant Basketball Coach	10

Girls Gymnastics Coach	10
Girls Assistant Gymnastics Coach	7
Girls Head Track Coach	8
Girls Assistant Track Coach	6
Girls Golf Coach	6
Girls Head Volleyball Coach	12
Girls Assistant Volleyball Coach	9
Girls Tennis Coach	6
Junior High Interscholastic Coaches	4.5
Scouting: Varsity Football - two per game (with car)	\$16.50
Varsity Basketball - one per game (with car)	\$16.50
Game Officials - per event	\$15.00
Athletic Event Workers - per event	\$13.00

Effective July 1, 1998
Revised: July 1, 2010

*Pro-rated, based on total games for girls or boys, whichever is highest. (Subject to final disposition of Civil Right Case)

Jr. High Music

Band Director	1.4
Choir Director	1.4
Music Festival – per weekend event (2 max) as approved by principal	1.4

Elementary Schools

Science Fair/Art Festival	1.4
Safety Patrol Director	2.4

Other

Audio-Visual Director	7.4
Stage Manager	4.9
Driver Education Director	11.4
Cooperative Education Director	12.4
Technology Editor (2)	4.5

Effective: July 1, 1998

Revised: July 1, 2005

SCHEDULE B-2
EXTRACURRICULAR PAY

(Annually - except as indicated)

<u>High School</u>	<u>Rate</u>
Senior Class Meetings: Maximum 15 per year	
Junior Class Meetings: Maximum 25 per year	
Sophomore Class Meetings: Maximum 15 per year	
Freshmen Class Meetings: Maximum 15 per year	
Tri-Y: Maximum 10 per year	
National Honor Society: Maximum 10 per year	
Spanish Club: Maximum 10 per year	
	\$14.00
<u>Jr. High School</u>	
Student Council – (up to 2 positions) Maximum 15 meetings/per year	
	\$14.00
<u>Elementary Schools</u>	
Student Council – (1 position/bldg) Maximum 10 meetings/per year	
	\$14.00
<u>Other</u>	
Chaperons/Event	
	\$22.00
Extra-Curricular Teaching/Per Hour (Driver Education & Community School Certified Teachers, Catering Responsibilities)	
	\$21.00
Class & Club Advisors - per meeting of 30 minutes minimum lengths; as approved by principal	
	\$14.00
Department Chairperson – Pro rated per department member. Each department head shall receive a minimum total of:	50.00 (per member)
Band/Choir Director – per major, separate bonafide concert, Saturday concert, and subject to Principal's approval (Principal will guarantee a minimum number of events within two weeks of the start of the school year.)	
District Meeting Pool – 40 (Buildings may use as needed when individual groups go over maximum)	

Effective: July 1, 1998

Revised: July 1, 2005

ATTACHMENT TO SCHEDULE B

Department Chairperson Job Description

The department chairperson is an important component of the school organizational structure. This position provides a link between the individual classroom teachers and the building principal. The position can promote good communication and planning within the school building.

The functions of a department chairperson are as follows:

- 1) provides department staff input, regarding curricular or textbook changes to the building principal,
- 2) provide department staff input, regarding annual and projected budget needs to the building principal,
- 3) attend periodic department chairperson meetings held during the school day and called by the building principal,
- 4) disseminate to and discuss with department members information generated at department head meetings, and
- 5) provide department approval to individual teacher requisitions, recommending them to the building principal.

LETTER OF AGREEMENT

BETWEEN MENOMINEE AREA PUBLIC SCHOOLS AND THE MCDEA

Menominee Area Public Schools agrees to the following regarding the subject of relief time for elementary teachers.

1. In grades one through five, the district will continue the past practice of having teachers share supervision of recess, thereby allowing a portion of the teachers to attain relief time during each recess session. The scheduling of recess supervision will be done by each building principal on a yearly basis.
2. When Developmental Kindergarten (DK) and Kindergarten (K) classrooms do not have recesses, the district will provide relief time equivalent to that in grades 1-5 through extensions or additions to the DK-K specials schedules.
3. During the first year of this agreement (1998-99 school year) the district agrees to form a committee of administrators, specials teachers, and elementary classroom teachers to plan the implementation of this agreement's elementary preparation/relief time provisions.

MENOMINEE AREA PUBLIC SCHOOLS 2010-11 SCHOOL CALENDAR

Monday, August 30	New Teacher Orientation
Tuesday, August 31	Professional Development Day
Wednesday, September 1	Teacher Workday
Tuesday, September 7	First Day of School for Students
Tuesday, November 2	Professional Development - No School for Students
Thursday, November 4	End of 1 st Quarter
Wednesday-Friday, November 24-26	Thanksgiving Break
Thursday, December 23- Friday, December 31	Holiday Break
January 13, 14 & 17	Semester Exams
Monday, January 17	End of 1 st Semester
Friday, January 21	Records Day - No School for Students
Monday, February 21	President's Day - No School
Tuesday, February 22	Professional Development - No School for Students
Monday, March 21	End of 3 rd Quarter
Monday, March 28- Friday, April 1	Spring Break
Friday, April 22- Monday, April 25	Easter Break
Tuesday, May 3	Professional Development - No School for Students
Monday, May 30	Memorial Day
May 31-June 2	Semester Exams
Thursday, June 2	Last Day for Students
Friday, June 3	Last Day for Teachers

