

**MENOMINEE AREA PUBLIC SCHOOLS
MENOMINEE, MICHIGAN**

MASTER AGREEMENT

Between the

BOARD OF EDUCATION

and the

**MENOMINEE CITY DISTRICT EDUCATIONAL ASSOCIATION/
UPPER PENINSULA EDUCATION ASSOCIATION/
MICHIGAN EDUCATION ASSOCIATION**

2015-2016

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AGREEMENT

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

This Agreement entered into this 2nd day of September, 2015, the date that the last of the parties signed the "Master Agreement-Execution of Instrument-Signature Execution Clause" after the ratification by the Menominee Area Public Schools Board of Education and retroactive in accordance with State law to July 1, 2012 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,

§3.6 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.

§3.7 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.

§3.8 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.

§3.9 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.

§3.10 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 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.

§4.1 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.

– 2015 teachers' salary schedule for the 2015 – 2016 contract year.

Qualifying MCDEA employees will advance one step from their step position of the 2014 – 2015 salary schedule for the 2015 – 2016 contract year and any MCDEA employee who qualifies for an advanced degree column (also known as a lane) will receive that degree payment for the 2015 – 2016 contract year.

§5.2 Semesters of Previous Teaching: Full credit, partial credit or no credit may be given at the total discretion of the Board at the beginning of the school year for each full semester of previous teaching experience worked by teachers at other school districts when the District initially hires new teachers and places them on the Salary Schedule. 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.

§5.3 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.

§5.4 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.

§5.5 Assignment of More Than Six Teaching Hours: Teachers who are assigned more than six (6) teaching periods, shall be compensated at the rate of sixteen (16%) percent of his or her base salary for each extra teaching period per assigned semester, in a two semester system.

§5.6 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.

§5.7 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.

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

Dental

Class I: 100%

Class II: 90%

Class III: 90%

Annual Max: \$1000

Class IV: 90%

Lifetime Max: \$1500

Riders: 2 Cleanings

Vision: VSP3

Life Insurance: \$100,000/\$100,000 AD&D

LTD: 70% Max \$3,000; Max Monthly Salary \$4,286; Waiting period 60 CDSW

Alcoholism/Drug Addiction and Mental/Nervous same as other illnesses, Social Security Off-Set: Family;

Pre-existing Condition: Not waived; COLA: yes

Option 3, PAK C:

MESSA ABC Plan I

#1,300/\$2,600 deductible

Prescription: ABC RX

Dental

Class I: 100%

Class II: 90%

Class III: 90%

Annual Max: \$1000

Class IV: 90%

Lifetime Max: \$1500

Riders: 2 Cleanings

Vision: VSP3

Life Insurance: \$100,000/\$100,000 AD&D

LTD: 70% Max \$3,000; Max Monthly Salary \$4,286; Waiting period 60 CDSW

Alcoholism/Drug Addiction and Mental/Nervous same as other illnesses, Social Security Off-Set: Family;

Pre-existing Condition: Not waived; COLA: yes

Option 4:

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

(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.

§5.14 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.

§5.15 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.

§5.16 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.

§5.17 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.

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

§6.4 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.

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

§6.6 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.

§6.7 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.

§7 TEACHING HOURS

§7.1 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.

§7.2 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

§7.8 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.

§8: QUALIFICATIONS AND ASSIGNMENTS

§8.1 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: EXTRACURRICULAR ASSIGNMENTS

§9.1 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.

§10: DEPARTMENT CHAIRPERSON

§10.1 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.

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

§10.3 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.

§12: LEAVE PAY

§12.1 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

§12.3 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.

§12.4 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.

§12.5 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).

§12.6 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.

§13: UNPAID LEAVES OF ABSENCE

§13.1 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,

(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.

§13.5 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.

§13.6 Return From Leaves and Layoff

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.

§14: SABBATICAL LEAVE

§14.1 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.

§14.2 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.

§14.4 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.

§14.5 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.

§14.6 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.

§14.7 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.

- 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. 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.

§17.7 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.

§17.8 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.

§18 TEACHER EVALUATION AND PROFESSIONAL BEHAVIOR

§18.1 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.

§18.2 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.

§18.3 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.

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.

§20.5 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.

§20.6 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 judgment and sixty percent (60%) to the party deemed to be in error in the arbitrator's judgment. 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.

§20.7 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:

§20.9 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.

§20.10 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.

§20.11 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.

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

§21: MISCELLANEOUS PROVISIONS

§21.1 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.

§21.2 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.

§21.3 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.

§21.4 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.

For current earned time, teachers may convert all or up to the cap to sick leave or maintain the balance of earned comp-time with the understanding that all comp-time earned beyond this will be paid out until the balance is reduced to the cap of thirty-five (35) hours.

- e. All new comp-time earned beyond the thirty-five (35) hour cap will be paid out at a rate of \$60.00 for seven (7) hours of assigned duty. Hours less than seven (7) hours earned will be prorated.

§21.11 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.

§21.12 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.

§21.13 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.

§21.14 Emergency Manager Provision: An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act.

§22 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.

DURATION OF AGREEMENT

This Agreement shall be effective as of the date that the last of the parties signs the "Master Agreement-Execution of Instrument-Signature Execution Clause" below after board ratification and shall continue in effect through the 30th day of June, 2016. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

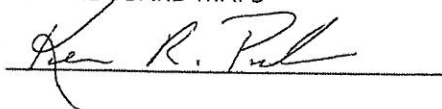
Master Agreement-Execution of Instrument- Signature Execution Clause

The terms of such collective bargaining agreement between the parties are incorporated herein and by accepting and signing this "Master Agreement-Execution of Instrument Signature Execution Clause" in this contract below, the parties agree to be bound by all such terms for the duration of this Agreement.

The date of the last party below to sign the "Master Agreement-Execution of Instrument-Signature Execution Clause" will be the date entered in the blanks that follow after, "This agreement entered into this", in the "Agreement" provision which precedes the "Preamble" provision of this Master Agreement.

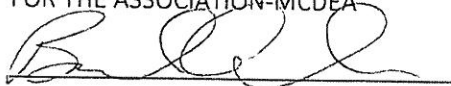
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their signatures on the day and year below written.

FOR THE BOARD-MAPS



DATE: 9/2/2015

FOR THE ASSOCIATION-MCDEA



DATE: 9/2/2015

1.630	16.0	\$ 52,690	\$ 54,534	\$ 56,378	\$ 57,432	\$ 59,803	\$ 62,438
		\$ 52,690	\$ 54,534	\$ 56,378	\$ 57,432	\$ 59,803	\$ 62,438
1.630	17.0	\$ 52,690	\$ 54,534	\$ 56,378	\$ 57,432	\$ 59,803	\$ 62,438
		\$ 52,852	\$ 54,701	\$ 56,551	\$ 57,608	\$ 59,987	\$ 62,629
1.640	18.0	\$ 53,013	\$ 54,869	\$ 56,724	\$ 57,784	\$ 60,170	\$ 62,821
		\$ 53,013	\$ 54,869	\$ 56,724	\$ 57,784	\$ 60,170	\$ 62,821
1.640	19.0	\$ 53,013	\$ 54,869	\$ 56,724	\$ 57,784	\$ 60,170	\$ 62,821
		\$ 53,175	\$ 55,036	\$ 56,897	\$ 57,961	\$ 60,353	\$ 63,012
1.650	20.0	\$ 53,336	\$ 55,203	\$ 57,070	\$ 58,137	\$ 60,537	\$ 63,204
		\$ 53,498	\$ 55,371	\$ 57,243	\$ 58,313	\$ 60,720	\$ 63,395
1.660	21.0	\$ 53,660	\$ 55,538	\$ 57,416	\$ 58,489	\$ 60,904	\$ 63,587
		\$ 53,660	\$ 55,538	\$ 57,416	\$ 58,489	\$ 60,904	\$ 63,587
1.660	22.0	\$ 53,660	\$ 55,538	\$ 57,416	\$ 58,489	\$ 60,904	\$ 63,587
		\$ 53,821	\$ 55,705	\$ 57,589	\$ 58,665	\$ 61,087	\$ 63,778
1.670	23.0	\$ 53,983	\$ 55,872	\$ 57,762	\$ 58,841	\$ 61,271	\$ 63,970
		\$ 54,145	\$ 56,040	\$ 57,935	\$ 59,018	\$ 61,454	\$ 64,161
1.680	24.0	\$ 54,306	\$ 56,207	\$ 58,108	\$ 59,194	\$ 61,638	\$ 64,353
		\$ 54,629	\$ 56,541	\$ 58,454	\$ 59,546	\$ 62,004	\$ 64,736
1.700	25.0	\$ 54,953	\$ 56,876	\$ 58,799	\$ 59,898	\$ 62,371	\$ 65,119
		\$ 54,953	\$ 56,876	\$ 58,799	\$ 59,898	\$ 62,371	\$ 65,119
1.700	26.0	\$ 54,953	\$ 56,876	\$ 58,799	\$ 59,898	\$ 62,371	\$ 65,119
		\$ 55,438	\$ 57,378	\$ 59,318	\$ 60,427	\$ 62,922	\$ 65,694
1.730	27.0	\$ 55,922	\$ 57,880	\$ 59,837	\$ 60,955	\$ 63,472	\$ 66,268
		\$ 55,922	\$ 57,880	\$ 59,837	\$ 60,955	\$ 63,472	\$ 66,268
1.730	28.0	\$ 55,922	\$ 57,880	\$ 59,837	\$ 60,955	\$ 63,472	\$ 66,268
		\$ 55,922	\$ 57,880	\$ 59,837	\$ 60,955	\$ 63,472	\$ 66,268
1.730	29.0	\$ 55,922	\$ 57,880	\$ 59,837	\$ 60,955	\$ 63,472	\$ 66,268
		\$ 55,922	\$ 57,880	\$ 59,837	\$ 60,955	\$ 63,472	\$ 66,268
1.730	30.0	\$ 55,922	\$ 57,880	\$ 59,837	\$ 60,955	\$ 63,472	\$ 66,268

Hours credited for a 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.

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: September 2, 2015

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

Jr. High School

Annual	2.9
Art Festival	1.4
Newspaper	2.9
Cheerleader Advisors (up to 2 positions)	1.65

Jr. High Drama

Play Director	3.9
Technical Director	4.2

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: September 2, 2015

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

This Letter of Agreement is entered into by the parties in order to resolve all issues involving Section 6.1 (Class Size Limits), a provision of the Master Agreement between the Menominee Area Public Schools and the Menominee City District Education Association effective on December 16, 2014.

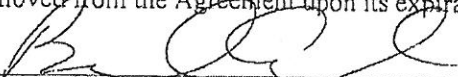
1. For the Master Agreement time period of December 16, 2014 through the end of the school year teachers who had one overload class will receive from the District a lump sum payment of \$250.00. Teachers who have more than one overload class will receive from the District a lump sum of \$500.00 upon the parties agreeing to the following terms and conditions of this "Letter of Agreement". NOTE: Attached list signed and approved by both parties.
2. The Current Contract Language of Section 6.1 (Class Size Limits), a provision of the current Master Agreement between the Menominee Area Public Schools and the Menominee City District Education Association effective on December 16, 2014, will remain.
3. The MCDEA shall withdraw promptly, and with prejudice, all pending grievances, demands for arbitration, unfair labor practices, and all other pending grievances, charges, complaints, lawsuits, and claims of any nature whatsoever on Section 6.1.

Upon the acceptance of the terms and conditions this "Letter of Agreement" by both of the parties, by the execution of their signatures, this is a complete and entire agreement of the parties concerning this subject matter.

This "Letter of Agreement" will be removed from the Agreement upon its expiration.


For the MAPS-Board of Education

Date 8/17/15


For the MCDEA

Date 8/17/15

2015-16 SCHOOL CALENDAR

September 2	Teacher Work Day
September 3	Professional Development Day
September 8	First Student Day
September 16	Early Release / PD
October 28	Early Release / PD
November 3	No School Elections
November 6	End of Quarter 1
November 18	Early Release / PD
November 25-27	Thanksgiving Break
December 16	Early Release / PD
December 23 – January 1	Winter Break
January 18	Early Release Martin Luther King's Birthday/PD
January 22	End of Semester 1-Early Release / Work Day
February 12-15	Midwinter Break
February 17	Early Release / PD
March 8	No School Election Day
March 24	End of Quarter 3
March 25 – April 1	Spring Break
April 20	Early Release / PD
May 3	No School if Elections are Held
May 18	Early Release / PD
May 30	No School Memorial Day
June 9 (8)	Early Release/Last Day of School/ Work Day (if no May Elections)