

**A G R E E M E N T**

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

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This Agreement entered into this 28th day of June, 2019, 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 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.

### **§3 TEACHERS' RIGHTS**

**§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: 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.

**§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.

**§3.3 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.

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

**§3.5 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.

**§3.6 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.

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.

**§4.2 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.

**§4.3 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.

**§5. PROFESSIONAL COMPENSATION**

Teacher's Salary: See Schedule A-1

All bargaining unit members accrue a step on June 30, 2019 and an additional step starting the first pay period in the 2019-2020 school year.

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

**§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. Initial placement on salary schedule will not be subject to the grievance procedure. 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 1<sup>st</sup>.

**§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.

**§5.8 Insurance Benefits/MESSA PAK A, B, C, D:**

All qualifying employees will choose insurance PAK A, B, C, or D Per MESSA Quote ID 341139

A teacher may choose one of the four (4) options described below

(MESSA Renewal 339882 (09/13/2017)):

Non-Medical Insurance per MESSA Quote ID 343852 (Dental increase only) implementation August 1, 2019 if possible.

**Included as separate file pending Ratification**

The employer and employee will share the cost of the premium for medical benefits. Per Public Act 152 of 2011, the employer will make contributions to a negotiated Medical benefit for eligible employees to be paid at the following annual amounts:

Single:	\$6,560.00
2 Person:	\$13,720.00
Family:	\$17,892.00

At the teacher's option, the employer will pre-fund legal allowable amount of the deductible amount annually to each member's Health Savings Account (HAS) by January 1 of each year. The employer shall pay the remainder of the hard cap cost towards the MESSA annual medical premium up to the amounts specified above for single, self/spouse and family. Teachers may contribute additional money towards their HSA. The employer will provide the non-medical benefits for all benefit packages at 100% cost to the employer.

**§5.9 Additional Provisions:**

Employees choosing PAK B Coverage will receive a cash stipend of \$2,500, \$3,900 if five (5) or more teachers elect; \$4,300 if eight (8) or more teachers elect; and \$5,300 if ten (10) or more teachers elect each year. The Cash Stipend is only available to employees who are eligible to take PAK A, C, or D and choose not to.

The cash stipend will 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 PAK B during the district's open enrollment period of September 1 through September 30<sup>th</sup>, and later in the same year needs to implement health coverage as determined in PAK A, the employee may convert back to PAK A, C, or D in accordance with rules established by MESSA. However, the employee would need to reimburse a portion of the cash stipend received on a prorated basis. If the employee's withdrawal from PAK B causes the total number of teachers in PAK B to fall below ten (10) or below eight (8) or below five (5) then all of the teachers in PAK B may have their stipend adjusted on the basis of the total number of teachers remaining in Option 4.

When spouses are both eligible for District paid Medical Insurance, they can both enroll in a single payee policy under PAK A, C, or D. If one spouse takes PAK A, C, or D, as a 2-Person or full family, the other spouse must enroll in PAK B.

**§5.10 Benefits Subject to Policy Terms:** The benefits provided for in §5.8 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.

**§5.11 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 5.8. 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.

**§5.12 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, prorated according to their base salaries.

**§5.13 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) Interested staff members may volunteer to apply for positions of their choice.

(3) 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 Insurance PAK B without cost during the 2010-11 school year. The District and Association will determine the method of calculation for the PAK B contribution. If a part-time teacher chooses PAK A, C, or D, he/she shall be eligible for prorated monthly premiums applied toward their medical Insurance.

(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 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.

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

**§5.18 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.

**§6: TEACHING CONDITIONS**

**§6.1 Class Size Limits:** The School District will strive to meet pupil professional staff ratios of 24 to 1 in grades DK-4; and 25 to 1 in grades 5-12. Class sizes shall not exceed 30 to 1 as of the start of each semester. Physical education shall not exceed a daily load of 170 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.

Tentative class lists shall be made available to all teachers on or before August 1<sup>st</sup>

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.

**§6.2 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.

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

**§6.4 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 five (5) minutes 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.

**§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 and fifteen minutes after student dismissal.

**§7.3 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 thirty-five (35) minutes, plus a forty-five (45) minute duty free lunch period.

SEL counts as instructional time but is not considered a class period.

Each elementary teacher, to include teachers in specialty areas such as art, music, physical education, etc. shall have two hundred, twenty-five (225) minutes of preparation time per week consisting of one (1) preparation period per day of at least 45 minutes, at which time they will prepare lessons and be available to meet with parents and students. One of these prep periods each week shall be utilized for grade-level meetings. Specials teachers shall be afforded 5 minutes transitional time between classes. Specials teachers traveling between buildings will be afforded up to fifteen (15) minutes of travel time.

**§7.4 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, thirty-five (35) minutes, plus a forty-five (45) minute minimum duty free lunch period.

SEL counts as instructional time but is not considered a class period.

The normal weekly teaching load in the junior high school will be thirty (30) teaching periods and five (5) preparation periods per week, at which time they will prepare lessons and be available to meet with parents and students. Whenever practical, the administration shall assign no more than three (3) preparation assignments to each junior high school teacher.

**§7.5 Regular Day for High School:** With the exception of a zero hour, 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, thirty-five (35) minutes, plus a forty-five (45) minute minimum duty free lunch period, nor more than seven (7) class periods.

SEL counts as instructional time but is not considered a class period.

The normal weekly teaching load in the senior high school will be thirty (30) teaching periods and five (5) preparation periods per week, at which time they will prepare lessons and be available to meet with parents and students. Whenever practical, the administration shall assign no more than three (3) preparation assignments to each high school teacher.

**§7.6 Negotiations Regarding Changes:** In the event the Board of Education is considering changing any of the provisions set forth in 7.3, 7.4, 7.5 above, then these sections shall be reopened for negotiations with the Association prior to the School District implementing any changes.

**§7.7 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: EXTRACURRICULAR ASSIGNMENTS**

**§8.1 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.

#### **§9: DEPARTMENT CHAIRPERSON**

**§9.1 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.

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

**§9.3 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.

## **§10: TEACHER REDUCTION AND LAYOFF**

**§10.1 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 or fails to return upon expiration of unpaid leave. 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 returns 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.

**§10.2 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.

## **§11: LEAVE PAY**

### **§11.1 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 prorated portion of the ten (10) sick days.
- (b) Unused sick days will be accumulated without limit. 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. 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 30<sup>th</sup> 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 §11.1(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.

Donation of sick days to bargaining unit members will be subject to Board Policy.

- (g) A regular teacher who does not teach the full school year shall have the ten (10) days prorated.

- (h) Any teacher who is absent because of an injury or disease compensable under the Michigan Workers Compensation law shall receive no subtraction of sick leave while he/she is receiving benefits under the compensation law. Cannot accrue sick leave while on Workers compensation.

**§11.2 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. Holidays are defined by the ISD (winter and spring break). Requests for leave to extend a holiday may be made up until one month prior to the date of the leave. The district will honor 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 building principal and Superintendent's 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.

**§11.3 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, step 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.

**§11.4 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.

**§11.5 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).

**§11.6 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.

**§12: UNPAID LEAVES OF ABSENCE**

**§12.1 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.

**§12.2 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.

**§12.3 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.

**§12.4 Childbirth/Childcare Leave:**

(1) Childbirth leave will be granted in accordance with all conditions of the Family and Medical Leave Act of 1993. Move to Board Policy

**§12.5 Other Leave:**

- (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 substitutes salary shall be deducted from the teacher's pay, and the employee may then receive the remainder of his or her daily salary wage.

**§12.6 Return From Leaves and Layoff**

Teachers on leave in accordance with the Family and Medical Leave Act of 1993 shall be reinstated to their positions in accordance with the act at the conclusion of the leave.

**§13: SABBATICAL LEAVE**

**§13.1 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. 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.

**§13.2 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.

**§13.3 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) The granting of a Sabbatical Leave will be at the discretion of the Superintendent
- (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.

**§13.4 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.

**§13.5 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.



**§13.6 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.

**§13.7 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.

#### **§14: SUPERVISING TEACHER/STUDENT TEACHER**

**§14.1 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.

**§14.2 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.

**§14.3 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.

**§14.4 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.

**§14.5 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.

**§14.6 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.

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

**§14.8 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.

## **§15 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 1<sup>st</sup> 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 2 Administration representatives 2 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. minimum of five (5) years teaching experience with two (2) years in Menominee.
- b. same background in major area of instruction (i.e. –lower elementary to lower elementary, grade level to grade level, department to department, et cetera.)
- c. classroom teachers will be matched to classroom teachers
- d. 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.

## **§16 STUDENT MANAGEMENT AND TEACHER PROTECTION**

**§16.1 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.

**§16.2 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.

**§16.3 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 accumulated sick leave:

**§16.4 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 accumulated sick leave.

**§16.5 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.

**§16.6 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.

**§16.7 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.

## **§18 Personnel Files/ Representation**

**§17.1 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.

**§17.2 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.

**§17.3 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.

## **§18 CONTINUITY OF OPERATIONS**

**§19.1 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.

**§19.2 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.

## **§19 GRIEVANCE PROCEDURE**

**§19.1 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.

**§19.2 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.

**§19.3 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.

**§19.4 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 five (5) working days after the date of the principal's oral answer in Step One, but in no event later than fourteen (15) 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.

**§19.5 Step Three.** If the grievant is not satisfied with the superintendents written response in Step Two, either side may request non-binding mediation from the Michigan Department of Licensing and Regulatory Affairs Bureau of Employment Relations. This step may be omitted only if both parties agree to do so.

**§19.6 Step Four.** If the grievance is not resolved in Step Three, 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 10 working days after holding the hearing on appeal.

**§19.7 Step Five.** 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.

**§19.8 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 subsection "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.

**§19.9 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.

**§19.10 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.

**§19.11 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.

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

## **§20: MISCELLANEOUS PROVISIONS**

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

**§20.2 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.

**§20.3 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.



**§20.4 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.

**§20.5 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 reopened for negotiations, but any amendment or supplemental agreement shall not be binding unless executed in writing and certified by both parties.

**§20.6 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.

**§20.7 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.

**§20.8 Effective Date:** It is understood that all provisions of this contract become effective upon ratification by both parties.

**§20.9 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.

**§20.10 Compensation for Non-School Hour Duties:** Teachers may earn comp-time for non-school hour duties as determined and administered by the terms and conditions below:

- a. All comp-time will be assigned by the Building Principal.
- b. Teachers interested in being assigned non school hour duty comp-time will sign up with the building administrator at the beginning of each school year. Comp-time will be assigned on a rotating basis.
- c. Comp day usage will be restricted to allow no more than a total of five (5) days in a given school year.
- d. All comp-time earned beyond thirty-five (35) hours, may be paid out at a rate of \$60.00 for seven (7) hours of assigned duty upon request. Hours less than seven (7) hours earned will be prorated.

**§20.11 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.

**§20.12 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.

**§20.13 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.

## **§21 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.

## **§22 NO STRIKE CLAUSE**

**§22.1 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.

**§22.2 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.

**§22.3 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.

## **§23 CONTINGENCY**

If the 2019-20 enrollment is 1276 or greater (as reported by the state of MI) and the state per-pupil funding increase is greater than \$140.00, an off-schedule payment of 1.5% will be paid at the second pay period in December, 2019.

**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 30<sup>th</sup> day of June, 2020. 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 the 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

For the Association-MCDEA

\_\_\_\_\_

\_\_\_\_\_

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

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

**MENOMINEE AREA PUBLIC SCHOOLS  
2019-2020 TEACHERS SALARY SCHEDULE**

<b>BASE =</b>	<b>\$ 32,325</b>	<b>Revised LEVELS</b>					
<b>0.00%</b>	<i>Proposed Increase</i>						
		BA/BS	BA+20	BA+30	MA/MS	MA+15	MA+30
Index	STEP	1.00	1.035	1.070	1.090	1.135	1.185
<b>1.000</b>	<b>0.00</b>	<b>32,325</b>	<b>33,456</b>	<b>34,588</b>	<b>35,234</b>	<b>36,689</b>	<b>38,305</b>
1.020	0.50	32,972	34,126	35,280	35,939	37,423	39,072
<b>1.040</b>	<b>1.00</b>	<b>33,618</b>	<b>34,795</b>	<b>35,971</b>	<b>36,644</b>	<b>38,156</b>	<b>39,837</b>
1.060	1.50	34,265	35,464	36,664	37,349	38,891	40,604
<b>1.080</b>	<b>2.00</b>	<b>34,911</b>	<b>36,133</b>	<b>37,355</b>	<b>38,053</b>	<b>39,624</b>	<b>41,370</b>
1.100	2.50	35,558	36,803	38,047	38,758	40,358	42,136
<b>1.120</b>	<b>3.00</b>	<b>36,204</b>	<b>37,471</b>	<b>38,738</b>	<b>39,462</b>	<b>41,092</b>	<b>42,902</b>
1.145	3.50	37,012	38,307	39,603	40,343	42,009	43,859
<b>1.170</b>	<b>4.00</b>	<b>37,820</b>	<b>39,144</b>	<b>40,467</b>	<b>41,224</b>	<b>42,926</b>	<b>44,817</b>
1.195	4.50	38,628	39,980	41,332	42,105	43,843	45,774
<b>1.220</b>	<b>5.00</b>	<b>39,437</b>	<b>40,817</b>	<b>42,198</b>	<b>42,986</b>	<b>44,761</b>	<b>46,733</b>
1.245	5.50	40,245	41,654	43,062	43,867	45,678	47,690
<b>1.270</b>	<b>6.00</b>	<b>41,053</b>	<b>42,490</b>	<b>43,927</b>	<b>44,748</b>	<b>46,595</b>	<b>48,648</b>
1.295	6.50	41,861	43,326	44,791	45,628	47,512	49,605
<b>1.320</b>	<b>7.00</b>	<b>42,669</b>	<b>44,162</b>	<b>45,656</b>	<b>46,509</b>	<b>48,429</b>	<b>50,563</b>
1.345	7.50	43,477	44,999	46,520	47,390	49,346	51,520
<b>1.370</b>	<b>8.00</b>	<b>44,285</b>	<b>45,835</b>	<b>47,385</b>	<b>48,271</b>	<b>50,263</b>	<b>52,478</b>
1.395	8.50	45,093	46,671	48,250	49,151	51,181	53,435
<b>1.420</b>	<b>9.00</b>	<b>45,902</b>	<b>47,509</b>	<b>49,115</b>	<b>50,033</b>	<b>52,099</b>	<b>54,394</b>
1.445	9.50	46,710	48,345	49,980	50,914	53,016	55,351
<b>1.470</b>	<b>10.00</b>	<b>47,518</b>	<b>49,181</b>	<b>50,844</b>	<b>51,795</b>	<b>53,933</b>	<b>56,309</b>
1.495	10.50	48,326	50,017	51,709	52,675	54,850	57,266
<b>1.520</b>	<b>11.00</b>	<b>49,134</b>	<b>50,854</b>	<b>52,573</b>	<b>53,556</b>	<b>55,767</b>	<b>58,224</b>
1.545	11.50	49,942	51,690	53,438	54,437	56,684	59,181
<b>1.570</b>	<b>12.00</b>	<b>50,750</b>	<b>52,526</b>	<b>54,303</b>	<b>55,318</b>	<b>57,601</b>	<b>60,139</b>
1.575	12.50	50,912	52,694	54,476	55,494	57,785	60,331

<b>1.580</b>	<b>13.00</b>	<b>51,074</b>	<b>52,862</b>	<b>54,649</b>	<b>55,671</b>	<b>57,969</b>	<b>60,523</b>
1.600	13.50	51,720	53,530	55,340	56,375	58,702	61,288
<b>1.620</b>	<b>14.00</b>	<b>52,367</b>	<b>54,200</b>	<b>56,033</b>	<b>57,080</b>	<b>59,437</b>	<b>62,055</b>
1.625	14.50	52,528	54,366	56,205	57,256	59,619	62,246
<b>1.630</b>	<b>15.00</b>	<b>52,690</b>	<b>54,534</b>	<b>56,378</b>	<b>57,432</b>	<b>59,803</b>	<b>62,438</b>
1.635	15.50	52,851	54,701	56,551	57,608	59,986	62,628
<b>1.640</b>	<b>16.00</b>	<b>53,013</b>	<b>54,868</b>	<b>56,724</b>	<b>57,784</b>	<b>60,170</b>	<b>62,820</b>
1.645	16.50	53,175	55,036	56,897	57,961	60,354	63,012
<b>1.650</b>	<b>17.00</b>	<b>53,336</b>	<b>55,203</b>	<b>57,070</b>	<b>58,136</b>	<b>60,536</b>	<b>63,203</b>
1.655	17.50	53,498	55,370	57,243	58,313	60,720	63,395
<b>1.660</b>	<b>18.00</b>	<b>53,660</b>	<b>55,538</b>	<b>57,416</b>	<b>58,489</b>	<b>60,904</b>	<b>63,587</b>
1.665	18.50	53,821	55,705	57,588	58,665	61,087	63,778
<b>1.670</b>	<b>19.00</b>	<b>53,983</b>	<b>55,872</b>	<b>57,762</b>	<b>58,841</b>	<b>61,271</b>	<b>63,970</b>
1.675	19.50	54,144	56,039	57,934	59,017	61,453	64,161
<b>1.680</b>	<b>20.00</b>	<b>54,306</b>	<b>56,207</b>	<b>58,107</b>	<b>59,194</b>	<b>61,637</b>	<b>64,353</b>
1.690	20.50	54,629	56,541	58,453	59,546	62,004	64,735
<b>1.700</b>	<b>21.00</b>	<b>54,953</b>	<b>56,876</b>	<b>58,800</b>	<b>59,899</b>	<b>62,372</b>	<b>65,119</b>
1.715	21.50	55,437	57,377	59,318	60,426	62,921	65,693
<b>1.730</b>	<b>22.00</b>	<b>55,922</b>	<b>57,879</b>	<b>59,837</b>	<b>60,955</b>	<b>63,471</b>	<b>66,268</b>
1.740	22.50	56,246	58,215	60,183	61,308	63,839	66,652
<b>1.750</b>	<b>23.00</b>	<b>56,569</b>	<b>58,549</b>	<b>60,529</b>	<b>61,660</b>	<b>64,206</b>	<b>67,034</b>
1.760	23.50	56,892	58,883	60,874	62,012	64,572	67,417
<b>1.770</b>	<b>24.00</b>	<b>57,215</b>	<b>59,218</b>	<b>61,220</b>	<b>62,364</b>	<b>64,939</b>	<b>67,800</b>

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.

SCECH'S or district provided PD hours for lane advancement (25 hours per credit equivalence)

- A. SCECHs and District provided PD will be used for lane advancement at a rate of 25 SCECHs or PD Hours = 1 credit. (for PD hours or SCECHs earned from the time of the 2019-20 contract ratification forward 7/18/2019).
- B. All college credit hours earned will continue to count towards lane advancement.

SCHEDULE B-1

EXTRACURRICULAR PAY

(Annually - except as indicated)

Effective July 1, 2012 until October 31, 2013 Percent of B.A. Base: \$33, 672

**Effective September 2, 2015**

	Percent of <u>B.A. Base \$32,325</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: September 2, 2015

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

SCHEDULE B-2

EXTRACURRICULAR PAY

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(Annually - except as indicated)

Effective July 1, 2012 until October 31, 2013 Percent of B.A. Base: \$33, 672

	<b>Effective September 2, 2015</b>
	<b>Percent of \$32,325</b>
<b><u>High School</u></b>	<b><u>B.A. BASE</u></b>
Annual	7.9
Art Festival	1.4
B.P.A.	2.4
Forensics Coach	4.4
HI-Q (up to 2 positions)	4.4
Newspaper	4.2
Student Council (up to 2 positions)	5.4
Cheerleader Advisors (up to 2 positions)	2.65
<b><u>HS Drama</u></b>	
Play Director	3.9
Production Manager	4.2
<b><u>Musicals</u></b>	
Technical Director	3.9
Music Director	3.9
Stage Director	3.9
<b><u>Music</u></b>	
Color Guard Advisor	2.65
Marching Band - includes pre-season, games, assemblies, rallies (3)	4.9
Pep Band	4.4
Music Festival - per weekend event (2 max) as approved by principal	1.4
Choir Director	1.4
Band Director	1.4



**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

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>	
Chaperones/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.)	

Effective: September 2, 2015

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.

## 2019-20 SCHOOL CALENDAR

August 27, 28, 29	Professional Development Day
September 3	First Student Day
September 20	Early Release / Professional Development
October 11	Professional Development
October 25	Early Release / Professional Development
November 5	Election Day / Professional Development
November 27-29	Thanksgiving Break
December 13	Early Release / PD
December 23 - January 1	Holiday Break
January 20	No School - Martin Luther King's Birthday
January 24	Early Release / Work Day
February 21	Early Release / Professional Development
March 10	Election Day - Professional Development
March 23 - 27	Spring Break
April 9	Early Release / Professional Development
April 10 - 13	Holiday Break
May 5	Election Day / Professional Development
May 25	No School - Memorial Day
June 12	Last Day of School