

MASTER AGREEMENT

BETWEEN

MIO AUSABLE SCHOOLS BOARD OF EDUCATION

and

**NORTHERN MICHIGAN EDUCATION ASSOCIATION,
MEA/NEA**

2010-2013

TABLE OF CONTENTS

<u>Article</u>	<u>Topic</u>	<u>Page</u>
I	Recognition	1
II	Rights of the Board	2
III	Dues Deduction and Representation Fee	4
IV	Rights of Teachers and Association	6
V	Medical Examinations	8
VI	Teaching Hours	9
VII	Teaching Conditions	11
VIII	Pupil Administration	16
IX	Teacher Evaluation	17
X	Vacancies, Promotions and Transfers	19
XI	Reduction in Personnel	21
XII	Leave Days	24
XIII	Leave of Absence	27
XIV	Grievance Procedure	29
XV	Teacher Compensation	32
XVI	No Child Left Behind	37
XVII	Duration of Agreement	39
Appendix A	Salary Schedule	41
Appendix B	Co-Curricular Schedule	43
Appendix C	Calendars	47
Appendix D	Grievance Form	50

ARTICLE I

RECOGNITION

- A. This Agreement is entered into this 13th day of September, 2010 by and between the Board of Education of the Mio AuSable Schools, hereinafter called the Board, and the Northern Michigan Education Association, MEA/NEA, hereinafter called the Association, which shall represent all Mio AuSable employees who are included in Section B of this Article.
- B. The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section 11 of Act 379, Public Acts of 1965, for all certified personnel in the appropriate bargaining unit, described and defined as:
- All certified full-time and regular part-time teaching personnel, librarians, literacy coaches and counselors of the Mio AuSable Schools, excluding all administrative personnel, substitute teachers, and all other employees of the Mio AuSable Schools.
- C. The terms "teachers" or "employee," singular and plural, when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.
- D. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- E. The term "Board" shall refer to the Board of Education of the Mio AuSable Schools and, where appropriate, its Superintendent and administrative personnel.

ARTICLE II

RIGHTS OF THE BOARD

A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities enumerated in the School Code of 1976, and conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the School District, its properties, equipment, facilities and operation and to direct the activities and affairs of its employees;
2. Hire all employees, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. Determine the size of the work force and to expand or reduce the force;
4. Establish, modify, or change any work, business, or school hours or days;
5. Decide upon the means and methods of instruction, including telecommunications instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature. The Board will consult with the teachers in affected areas with respect to these matters;
6. Determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers with respect thereto and non-teaching school activities and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

B. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in the Agreement shall not by implication exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board.

ARTICLE III

DUES DEDUCTION AND REPRESENTATION FEE

- A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a legally permissible service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members and shall be reduced by any amounts required by law. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deductions.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986). The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive and, unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article

shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

- C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing during the month of August according to the procedures outlined in the MEA constitution, bylaws, and administrative procedures. Pursuant to such authorization, the Employer shall deduct such dues from each regular salary check of the bargaining unit member over the remaining paydays.
- D. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members and the Employer of the fee for that given school year.
- E. The Association agrees to indemnify and save the Board, including each individual school Board member, and its administrative employees, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay, unemployment, and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Agreement. The Association shall have control of all litigation arising hereunder and shall be able to settle or compromise any such case in its discretion.

ARTICLE IV

RIGHTS OF TEACHERS AND ASSOCIATION

- A. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Just cause requirements shall not be applicable in connection with the non-renewal of a probationary teacher or with respect to non-reappointment to a position on the Co-Curricular Schedule (Appendix B). Should a teacher or the Association elect to seek relief through the Tenure Commission, courts or other avenues of law, then such discipline, reprimand, or reduction in rank or compensation cannot be arbitrated pursuant to this Agreement and is hereby specifically and expressly excluded from the arbitration provision of Article XIV, Grievance Procedure. A probationary teacher or a teacher employed in a position on the Co-Curricular Schedule who is dismissed or served written reasons for non-renewal pursuant to the requirements of the Tenure Act may utilize the grievance procedure through the Board level to obtain a hearing and opportunity to present arguments in opposition to such dismissal or non-renewal. Such dismissal or non-renewal cannot be arbitrated pursuant to this Agreement and is hereby specifically and expressly excluded from the arbitration provision of Article XIV, Grievance Procedure. The decision of the Board in the case of the dismissal or non-renewal of the probationary teacher or a teacher employed in a position on the Co-Curricular Schedule is final.
- B. The Association shall have the right to the use of school building rooms and facilities at all reasonable non-contractual hours for meetings, according to the Board's policy on the use of the building. Association business shall not be conducted during the regular workday of any employee except during that teacher's duty-free lunch period or with prior administrator approval. The Association may conduct Association meetings for one (1) hour on the first and last teacher days.

- C. Bulletin boards in the teachers' lounge and school mailboxes shall be made available to the Association, and the public address system may be used for announcements subject to administrative approval. The Administration shall receive a copy of general circulation materials.
- D. The Association shall have the right to use school equipment, including word processing equipment, duplication equipment, internet and email access, calculators, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the prevailing cost of all materials and supplies incident to such use.
- E. The Board agrees to notify the teacher when the Board receives a request for all or part of that member's personnel file. The Board agrees, when responding to FOIA requests, to redact any materials from the file that are allowed by law to be excluded from the materials released.

ARTICLE V

MEDICAL EXAMINATIONS

- A. At the time of initial employment, each employee shall have a satisfactory current health certificate from a physician authorized to practice medicine in the state of Michigan. Said certificate will be filed in the Superintendent's office before taking up assigned duties. Cost of said examination to be borne by the employee.
- B. After five (5) consecutive days' absence due to illness or injury, or in connection with FMLA leave, a teacher may be required to obtain confirmation of a medical need for the absence and/or approval by a doctor before returning to work. This approval shall be made by a physician or psychiatrist authorized to practice in the state of Michigan.
- C. Any additional medical examination can be requested by the Administration at the expense of the Board of Education.
- D. Medical examination results may be subject to verification by a doctor named by the District.

ARTICLE VI

TEACHING HOURS

- A. The teachers' workday will not exceed a total of 7½ hours per day, including a lunch period and preparation period. In keeping with the Board's rights as listed in Article II of this Agreement, the beginning and ending of the teachers' workday shall be determined by the Board. These workdays shall include, but not be limited to, regular workdays, parent-teacher conference days, early school closings due to inclement weather or other circumstances, days without students, half-days, in-service days, exams, and records days.

Each year 1098 hours of instructional time shall be scheduled at the elementary level. Professional development time shall be counted as instructional time for this purpose as long as it meets the requirements of the Michigan Department of Education. If it is necessary, the 1098 hours may be reached through teacher supervision of recess duty as long as it meets the requirements of the Michigan Department of Education. Teachers supervising recess will be compensated at the rate of 0.04% of the BA base salary per recess worked. This recess duty will be on a voluntary basis first. Should sufficient volunteers not come forth; the Administration will assign teachers on a rotational basis to recess duty until the required hours are met. Should the Board desire additional hours above the required 1098 hours this may be achieved through voluntary recess duty, which will be compensated as described above. Each year sufficient professional development will be scheduled to meet the state requirements.

- B. Teachers may be requested to work a reasonable number of hours, given adequate notice, beyond the normal work day/week for the purposes of staff meetings, curriculum committee meetings, school improvement committee meetings, and parent conferences. The Board will make such extra hours voluntary. In consideration for volunteered time, the Board will recognize such voluntary service through the

following means: conference attendance, school visitation, released time, in-service and professional development activities, compensatory time, compensated time.

The Association will encourage all members to participate in the school improvement process.

- C. All teachers shall have a duty-free, uninterrupted lunch period of no less than 30 minutes, except as mutually agreed.
- D. Teachers shall not be required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by city, county, or state health authorities. The Board may reschedule any such days. Teachers will receive their regular pay for days which are cancelled, but shall work on any rescheduled days with no additional compensation.
- E. The Association shall strongly encourage its members to attend school-sponsored events in which students take part and shall strive to achieve full and appropriate faculty representation at students' academic honors or awards programs sponsored by the Board or Administration.

ARTICLE VII

TEACHING CONDITIONS

- A. The Administration will make a reasonable attempt to meet the recommended class sizes as listed below:
1. Kindergarten through Grade 5 -- 30 pupils.
 2. Special classes for special education students -- 12 pupils at one time, or more as permitted by special education rules with approved deviations.
 3. Grades 6-12 -- 30 pupils, except:
 - a. when work stations limit enrollment;
 - b. Music -- 50 pupils, or 75 pupils with one teacher and a paraprofessional.
 4. When class sizes are in excess of the levels above, teachers shall be compensated as follows: Secondary teachers will be compensated at the rate of 0.0065% of the BA base salary per excess student per class period per day where the enrollment is in excess. An elementary teacher shall be compensated at the rate of 0.039% of the BA base salary per excess student per day that the enrollment is in excess.
- B. To relieve teachers of cafeteria, patrol, and bus duty, the Board agrees to engage paraprofessionals in high school and elementary. The paraprofessionals will handle patrol duties, duplication of teaching materials, collecting moneys for lunch and milk, and similar nonprofessional responsibilities, subject to economic conditions.
- C. The Board shall make available in each school a lounge, restroom, and lavatory facilities for teacher use and at least one room appropriately furnished which shall be reserved for use as a faculty lounge.
- D. A telephone shall be made available for teachers for their reasonable use in the lounge area. A pay phone or a system of collecting expenses from teachers for non-teaching calls shall be worked out between teachers and the Administration.
- E. Adequate designated parking facilities shall be made available to the staff during the normal school day.

F. The school calendar shall be attached to this Agreement as Appendix C. The maximum number of teacher workdays shall be one hundred eighty-two (182). Scheduled days of student instruction may be rescheduled in accordance with Article VI, Teaching Hours, Section D.

G. Teaching load and schedule:

1. The normal weekly teacher load in the middle school and senior high school will be thirty (30) assigned periods and five (5) unassigned preparation periods. A teacher who chooses to accept a class in lieu of having a scheduled preparation period shall be compensated an additional 7.14% of that teacher's salary and longevity per semester. The normal weekly teaching load in the elementary school will be thirty (30) teaching periods. Each elementary teacher will be scheduled daily preparation time during the student day of at least 30 uninterrupted minutes and a weekly total that is comparable to secondary teachers.

The Administration will notify the Association of schedule changes. If schedules are changed, similar time ratios to the above shall be maintained.

2. A prep is a class with a unique course title. Classes with the same title may have multiple sections and are not considered separate preps. A teacher who is assigned to teach more than four (4) preps will be compensated at the rate of 2.5% of the BA base salary per semester per extra prep.

Classes such as academic support, study skills, or supervision of teacher's assistants or apprentices are not considered preps for the purpose of deciding the total number of preps.

Classes such as elementary art, elementary music and elementary PE will be not be considered separate preps. However, the Administration will make a reasonable attempt to schedule elementary classes with similar expectations sequentially.

3. A split class is a class that has more than one course title during the same period. A teacher may not be assigned a split class without that teacher's consent. A teacher who consents in a given year is not obligated to consent in future years.
4. A teacher may be compensated under multiple sections at the same time. For example: A teacher who accepts a fifth prep during their preparation period will receive an additional 7.14% of his/her salary and longevity plus an additional 2.5% of the BA base each semester.
5. Recognizing those management rights of the Board as stated Rights of the Board in Article II, the Board shall determine the daily teaching schedule. Said daily schedule shall not conflict with the assignment specifications outlined above.

6. School counselors shall not be assigned preparation periods. Counselors will be allowed one fifteen minute break in the morning and one fifteen minute break in the afternoon. The breaks cannot be accumulated, lengthen the lunch period or shorten the work day. The Administration reserves the right to see the counselor(s) on an as needed basis. The students have the right to see the counselor(s) in a crisis.

- H. Based upon known conditions, teachers who will be affected by position changes in the elementary grades and by changes in subject and assignments in the secondary grades will be consulted and notified by their principals of a tentative position prior to the last day of school. In the event of assignment changes during the summer, the Administration will make a reasonable effort to notify the affected teacher as soon as feasible after the change is known. Such changes will be voluntary to the extent feasible as determined by the Board.
- I. Team teaching situations shall be mutually agreed to by teachers and principals.
- J. The Administration shall make the teacher assignments.
- K. The Administration agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability to work. Teachers shall call this number at least an hour and a half before the regular school day starts, except in an emergency. Once a teacher has reported his unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.
- L. Supervisors shall make themselves available to the teaching staff.
- M. Complaints by parents or students directed toward a teacher shall be called to the teacher's attention within a reasonable time.
- N. Telecommunications instruction assignments shall be voluntary.
- O. Whenever it is known that a special education student designated as SLD, CI, ASD, POHI, or EI has unusual special needs due to the severity of the disability, at least fifty percent (50%) of the regular teachers who will be providing instructional services to that student will be invited, in writing, to participate in the IEPT meeting. A

substitute will be provided if required for any teacher participating in the IEPT meeting.

The parties recognize the extent to which a handicapped student can satisfactorily participate in regular education programs, and services will partially depend upon the training which will be provided the regular education personnel responsible for instructing the handicapped student as needed.

Bargaining unit members, except trained special education personnel or other medically trained personnel, shall not be required to provide ongoing, repetitive medical or hygienic services for the above-referenced special education students except in an emergency situation.

- P. In the event that any provision(s) of a school improvement plan (SIP) or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail. The agreement shall not be altered or modified through the school improvement process, absent written mutual agreement through a properly executed letter of agreement between the Board and the Association.

The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the term "SIP":

1. Participation by the employee outside required work hours is voluntary, pursuant to the provisions of Article VI, Section B.
2. School improvement and site-based activities may be scheduled during the normal school year and normal school day set forth in the contract. These activities shall be attended, unless the principal excuses a staff member.
3. Participation or non-participation shall not be used as a criterion for evaluation, discipline, or discharge.

- Q. The Board and Association recognize and accept the concept of participatory management systems that facilitate collaborative decision making on select issues, joint planning, and joint problem solving which focus ultimately on the goals of improving the quality and delivery of educational service and the work environment.

- R. The Board agrees to make available word processing, duplicating equipment, and Internet/email access to aid teachers in the preparation of instructional material.
- S. Administrative duties including but not exclusive of MEAP/MME Coordinator, TAC, IEP Meeting Chair, and Child Study Meeting Chair are not part of the normal responsibilities of a teacher and will not be assigned as such. Teachers voluntarily performing administrative duties shall be granted appropriate release time to complete such duties.

ARTICLE VIII

PUPIL ADMINISTRATION

- A. It shall be the responsibility of the School District to periodically report to parents or guardians the progress of students. It shall be the responsibility of the Administration and teachers to set up a reporting program. Formal methods of reporting shall include (1) report card, and (2) report card and/or a conference. Informal methods of reporting shall include (1) notes, (2) phone calls and (3) email or other electronic communication. Organizing and establishment of the time schedule and the notification to the parents concerning conferences shall be the tasks of the Administration assisted by the teachers.
- B. The teacher shall not be responsible for obtaining records of a student from a previous School District.
- C. No room with children present shall be left unsupervised. Each teacher is responsible to get someone to cover for him if he must leave his class.
- D. In the event that the classroom teacher feels in need of help, the Administration may be called upon. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is an insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- E. Teachers of Mio AuSable Schools have an obligation to supervise, discipline, and take charge of pupils and all others using school equipment while under their assigned classes and/or activities.

ARTICLE IX

TEACHER EVALUATION

A. The performance of all teachers shall be evaluated in writing which could include a checklist. Probationary teachers shall be evaluated by the Administration to the extent required by law or at least twice each year whichever is more frequent. Tenured teachers shall be evaluated to the extent required by law or at least once every three (3) years whichever is more frequent. Formal evaluations for probationary and tenured teachers should normally be completed by May 1 of each year. However, the Administration is not precluded from evaluating teachers informally after that date.

B. Evaluation Procedure:

1. All new teachers in the system may have a tenured teacher advisor assigned to them at a time approximately one month after the commencement of their employment in the system. The selection of said advisor shall be on the mutual agreement of the probationary teacher, the principal, and the advisory teacher. If possible, this assignment will continue until the probationary teacher receives tenure or one or the other of the teachers leaves the system.

It shall be the duty of the advising teacher to meet with and aid the probationary teacher in any way mutually agreed to. The advising teacher may be present at any meetings between the probationary teacher and the principal which are in regard to evaluation.

2. Each teacher may fill out a self-evaluation form to be filed with his personnel records.
3. The administrator shall prepare and submit a written report and recommendation to the teacher within ten days of an evaluation observation. If an administrator believes a teacher is doing unacceptable work, it shall be noted and set forth in specific terms. The administrator shall then set forth written recommendations for improvement. The teacher shall receive a copy of each form that is filled out.
4. Either the teacher or principal may request a conference following a written evaluation for the purpose of clarifying the written report and recommendations. A copy of each written evaluation will be submitted to the Superintendent. A teacher who disagrees with a written observation, evaluation, or recommendation may submit a written answer within twenty (20) days, which

shall be attached to the file copy of the written observation, evaluation, or recommendation in question.

5. The teacher shall be given three (3) days notice of those formal evaluation observations conducted to fulfill the minimum requirements of Section A above. Advance notice need not be given for any informal observations.
6. All formal monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. Secret surveillance devices shall not be used to evaluate the performance of a teacher. If information obtained as a result of informal observation will be used in the evaluation of the teacher, then such information will be called to the teacher's attention.
7. Each teacher shall have the right upon request to review the contents of his own personnel file, except confidential, pre-employment references. A representative of the Association may be requested to accompany the teacher to such a review.
8. The evaluation process shall be continuous and comprehensive. The written evaluations, forms, and conferences may address the teacher's overall performance in the Mio AuSable Schools. A committee of teachers, administrators, and school Board members shall be established to study and make recommendations for improvements in the process of evaluation. This shall include forms, techniques, and criteria. Prior to implementing a change in the evaluation process, the Board shall review any of the recommendations of the committee.
9. The parties agree that parents, students, or other District employees will not be used to evaluate employees.
10. During the 2010-11 school year a committee composed of a Board member, two administrators, two elementary teachers and two secondary teachers shall meet to devise a plan to include student performance data in teacher evaluations. Recommendations of this committee will be approved by both the Association and the Board before being implemented.

ARTICLE X

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any vacancy in any professional position in the District shall occur, the Board shall publish the vacancy by appropriate notice in the teachers' lounge. When a vacancy occurs in the summer an email will be sent to the teachers' District email account or a written notice will mailed. A vacancy is an opening in a bargaining unit position for a period greater than one hundred fifty (150) school days which the Board intends to fill on a regularly scheduled basis (full- or part-time) with someone other than a teacher who is on leave or layoff status. If a vacancy occurs during a school year, the Board may temporarily fill the vacancy with a substitute or temporary teacher until the end of the school year, at which time the position would be posted as a vacancy. However, the position need not be posted at that time as a vacancy if the vacancy occurred as a result of a teacher going on leave who is expected to return.
- B. Any teacher may apply for such vacancy. Applicants accepted for a teaching position must be certified by the State Department of Education or meet other legal requirements for teaching if certification is not required.
- C. The Board declares its support of a policy of promotions from within its own staff, including promotions to supervisory and executive levels. Provided, however, the Board reserves the right to select whoever it determines to be the best qualified and most suited to be successful from within or outside the staff and such decision is within the Board's prerogative and final.
- D. Criteria for qualifications to supervisory and administrative positions shall be spelled out by the Board of Education.
- E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to such rights as he/she had under this Agreement prior to such transfer. The following would apply:

1. The teacher's seniority would be frozen at the level which he/she left the Association.
 2. If that supervisor/administrator were later laid off from the supervisor/administrator position or wished to return to a teaching position, he/she would be able to use the seniority rights previously held to re-enter the bargaining unit and retain all seniority rights previously held.
- F. Transfer shall be accomplished through conference, evaluation, and between the Administration and the teacher.
- G. All teachers in the Mio AuSable Schools will be given first opportunity to have summer school assignments, provided they meet all qualifications, including highly qualified teacher status per the federal legislation known as No Child Left Behind for all portions of any such assignment.
- H. Part Time Teachers
1. Part time teachers may not be used to fill a vacancy created by the District laying off a full time teacher.
 2. Laid off teachers shall have the first rights to be recalled to part time positions.
 3. Acceptance or refusal to a position less than full time shall not affect a teacher's recall rights.

ARTICLE XI

REDUCTION IN PERSONNEL

- A. In the event of a reduction in personnel, the Board shall retain tenured teachers in the order of greatest seniority, provided they are certified and qualified to teach in the available positions. Probationary teachers will be laid off as determined by the Board before tenured teachers unless there are no other certified and qualified teachers for the assignment.

Seniority is defined as years of continuous service as a certified employee of the Mio AuSable Schools from the first day of services rendered under contract. Leaves of absence without pay and periods on reduction in personnel shall not accumulate as seniority but shall not operate as a break in continuous service. A list of teachers' first date of work shall be prepared and published no later than ninety (90) days from the first day of each school year. Prior to serving the notice for reductions in personnel, a seniority list shall be prepared and published. Tenured teachers with equal seniority shall participate in a drawing to determine their ranking on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow the affected teachers and Association representatives to be in attendance. A copy of the seniority list shall be provided to the Association.

Lose seniority – seniority shall be lost for any of the following reasons:

1. Employee quits
2. Employee is terminated
3. Employee retires
4. Employee on layoff does not respond to a recall notice within the fourteen (14) day period stipulated in this CBA.

5. Employee has been on layoff for thirty-six (36) months. (After 36 months of being on the layoff list, the laid off employee is removed from the layoff list and no longer has any employment relationship with the District.)
 6. Employee abandons their position – employee does not report to work for five days and does not report their unavailability to work.
- B. No teacher shall be reduced pursuant to a reduction in personnel unless the teacher is provided written notice of at least sixty (60) calendar days sent by registered mail to the teacher's last known address on file with the Board or personally delivered to the teacher.
 - C. All compensation shall cease when the teacher is reduced pursuant to the reduction in personnel. The teacher shall be paid all compensation which has been earned up to the date of reduction. The teacher shall be maintained as a member of the employee group for purposes of the reduced teacher continuing health insurance coverage at the group premium rate under COBRA for a period of up to eighteen (18) months after reduction, subject to the permission of the health insurance carrier. The teacher shall submit the required payment to the School District in advance of the District's scheduled payment date to the insurance carrier.
 - D. Teachers who have attained tenure in the Mio AuSable Schools and are reduced pursuant to a reduction in personnel shall be recalled to the first position for which the teacher is certified and qualified in order of greatest seniority among those remaining in reduced status. Notice of recall shall be sent by certified mail, return receipt requested, to the teacher's last known address on file with the Board. The teacher shall have fourteen (14) days from return of the receipt, or notice if undeliverable, to respond and accept recall, after which the teacher shall be deemed a quit.
 - E. Nothing in this Article shall supersede rights of a tenured teacher under the Michigan Teachers' Tenure Act.
 - F. A probationary teacher who is laid off has no right of recall.

G. Recovery of Unemployment

In the event an employee is laid off over the summer and receives unemployment compensation benefits and is then recalled by the beginning of the new school year, the pay received by the employee for the new school year shall be reduced by the amount of the unemployment compensation benefits received over the summer.

ARTICLE XII

LEAVE DAYS

A. Sick Leave

Teachers shall be credited with twelve (12) days at the beginning of the school year.

These twelve (12) days may accumulate to one hundred twenty (120) days.

All teachers shall be notified of their accumulated leave days at the beginning of each school year in September. The days must be used for the following reasons:

1. Personnel illness or accidental injury, including the period of personal disability and incapacitation due to pregnancy, childbirth, and recovery or complications therefrom. The following requirements and procedures shall apply to all teachers:
 - a. All teachers aware of an impending period of physical disability or illness shall notify the Administration of such as soon as possible. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date of disability or illness. Said notification shall be filed with the Superintendent of Schools.
 - b. The teacher may be required to furnish medical certification of continued ability to perform the duties of employment once a month following initial notification.
 - c. To receive sick leave payments, the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties.
 - d. In cases of extended illness or disability, chronic illness or disability, or mass absence of the teaching staff, the teacher may be required to have a physician's certification verifying the physical illness or disability which prevents performance of teaching duties.
2. Illness or injury to a member of the household under your support.
3. A teacher may borrow up to seven (7) days from his anticipated sick leave, but shall reimburse the School District for leave taken but not earned at the time of severance.
4. If a teacher with a serious illness or injury has used all existing sick days allotted to him/her, a committee of two school Board members, two teachers, and one administrator shall be formed to plan for a possible arrangement of donating of additional days by other teachers, or another plan of assistance for the ill or

injured teacher. Any plan developed shall be subject to Board approval and Association approval and shall not be precedent setting.

5. At the end of each school year, teachers shall have the option to exchange unused sick days in excess of the 120 accumulated days at the rate of 0.145% of the BA base salary for deposit into a MEA Financial Services tax deferred annuity or 403b programs with District-approved vendors. Vendors will not be removed from the District-approved vendor list as long as they meet the necessary legal requirements.

B. Personal/Emergency Day Absence

1. Each year not more than four (4) days chargeable to accumulated sick leave and not more than two consecutive days may be used for personal reasons. The Administration reserves the right to limit teachers so as not to exceed four teachers absent at any one time. Requests shall be submitted at least twenty-four (24) hours in advance, except in emergency situations which preclude such notice. When such notice is precluded, the nature of the emergency preventing the notice shall be stated.
2. Teachers with students under their supervision attending a function of the organization for which the teacher acts as advisor shall not have these days deducted from business or personal leave days.
3. Personal business days will not be deducted for attending school-oriented conferences.

C. Bereavement Leave

Each year two (2) days' leave shall be granted for attending funerals. Additional days, as needed, shall be charged against sick leave or personal business leave at the teacher's option.

D. Judicial Leave

Any teacher called for jury duty or who is supposed to testify during school hours in any judicial matter, shall be paid the difference between his/her regular salary and any pay received by the teacher for said duty. However, this shall not apply to any type of hearing involving a claim brought by the teacher or by the Association against the District when the teacher is testifying against the District.

E. Association Leave:

1. Each school year, the Association shall be granted three (3) Association Days by the District. These days are to be used by any Association member at the discretion of the Association President for Association business. The Association

and the Board will work together to schedule days so that substitute teachers are available.

2. If more than three (3) days are needed by the Association, such days will be granted with the cost of the substitute teacher being reimbursed to the District by the Association.

F. School Business Leave

1. Teachers who attend conferences, conduct business on behalf of the school, chaperone students from a group sponsored by that teacher or another teacher, or who are engaged in an activity deemed to be equivalent in importance to executing their daily assignment shall be authorized to schedule such leave as "school business" so long as any of the foregoing reasons for leave are granted prior approval by the Superintendent. In such cases, personal business leave shall not be charged.
2. All "school business" leaves (conferences, school visitations, field trips, or other approved activity) shall be voluntary on the part of the teacher, regardless of whether such leave is teacher-initiated or via administrator request. However, if it is during the regular school day and required by the Administration, it will be mandatory, rather than voluntary, on the part of the teacher. Such "school business" leave is subject to prior administrative approval. Attendance by the teacher at an activity defined as "school business" shall not waive that teacher's responsibility or obligation to make up any student instruction days or teacher workdays cancelled at the time of said leave due to an Act of God in the District.

ARTICLE XIII

LEAVE OF ABSENCE

- A. Teachers may submit requests for leaves of absence without pay to the Board for consideration. The requests shall be in writing on the application provided by the Board and contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the Superintendent for recommendation to the Board. The Board shall consider the request and provide an answer granting or denying the leave of absence as requested. The Board may indicate an alternative arrangement for leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application.
- B. Upon the submission of a request by a teacher, the Board shall grant a leave of absence for the reasons and under the conditions as follows:
1. A military leave of absence shall be granted to any teacher who is drafted into any branch of the armed forces of the United States or is in the National Guard or Reserves and is called up for active duty.
 2. A leave of absence shall be granted to any teacher for the purpose of campaigning for and serving in a public office, except for a member of the Michigan Legislature. The leave shall commence no earlier than the date of filing for office and shall not be extended beyond one term of office.
 3. A leave of absence of up to one (1) year's duration shall be granted to any teacher for the purpose of caring for a member of the immediate family, as defined in Article XII, Leave Days, A.2. who is critically ill or disabled.
 4. A leave of absence shall be granted to a teacher who is medically certified as physically unable to perform the duties of employment due to a personal illness or disability and who has exhausted all accumulated leave days for the duration of the illness or disability, but not to exceed one (1) year.
 5. A leave of absence for up to one (1) year shall be granted to a teacher for the purpose of pursuing additional education, leading to an advanced degree on a full-time basis at an accredited college or university, provided the advanced degree relates to teaching and will be of benefit to the District. Other leaves of absence for educational purposes may be granted by the Board in its discretion.
 6. A maternity leave of absence shall be granted to a teacher who elects not to use accumulated leave days for the period of physical disability and incapacitation

due to childbirth and the recovery or complications therefrom for the purpose of childbirth and subsequent child care of the newborn infant for a duration of up to one (1) year.

7. A childcare or adoptive leave of absence shall be granted to a teacher for the purpose of care of the teacher's newborn infant or newly-adopted child for a duration of up to one (1) year.
8. It is understood that any bargaining unit member eligible for leave under the guidelines of the Family/Medical Leave Act may exercise those rights upon application to the Board's designee.

The employee shall have the option to exhaust accrued paid sick leave, vacation, and/or personal leave prior to FMLA usage. The remainder of any unpaid leave time up to twelve weeks will be considered unpaid FMLA leave. The Employer will not utilize FMLA leave concurrently with an employee selected paid leave.

C. All leaves in Sections A and B in this Article shall be subject to the following conditions:

1. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education.
2. A teacher upon expiration of leave shall be assigned to a position for which he/she is certified and qualified, provided such a position exists.
3. Upon return from leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave.
4. Except in emergencies which preclude such notice, the Board shall be provided notice of request for leave sixty (60) days in advance.
5. Prior to returning from leave, the Board may request a physician's statement regarding the teacher's physical fitness for employment.
6. All leaves of absence shall be for the remainder of a marking period, semester, or school year or full marking period, semester, or school year at the option of the teacher, unless otherwise arranged with and approved by the Board.

ARTICLE XIV

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract.
- B. Any teacher or the Association may file a written grievance on an alleged violation of this contract. The Board hereby designates as its representative for receipt of the grievance the building principals of the respective schools. By mutual consent of the parties, the grievance may be filed directly with the Superintendent.
- C. The term "days" as used herein shall mean days in which school is in session, provided that during the summer recess period "days" shall be weekdays except legal holidays. Any time limit may be extended by mutual agreement in writing.
- D. Written grievances must be filed within twenty (20) days from the occurrence of the event which gave rise to the grievance. If feasible, the teacher shall first discuss the alleged grievance with the building principal either personally or accompanied by an Association representative prior to reducing the grievance to writing.
- E. Written grievances as required herein shall be recorded on the Grievance Form attached to this agreement as Appendix D and contain the following:
 - 1. It shall be signed by the grievant or grievants.
 - 2. It shall be specific.
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - 4. It shall cite the section and/or subsections of the contract alleged to have been violated.
 - 5. It shall contain the date of the alleged violation.
 - 6. It shall specify the relief requested.
- F. Within five (5) days of receipt of the grievance, the building principal shall meet with the grievant in an effort to resolve the grievance. If the parties cannot agree, the

building principal shall issue a decision within ten (10) days of receipt of the grievance. If the grievant is not satisfied with the disposition, the grievant shall within five (5) days of receipt of the disposition transmit the grievance to the Superintendent who shall have ten (10) days thereafter to approve or disapprove the grievance.

If the grievance is filed directly with the Superintendent, he shall have ten (10) days from receipt to meet with the grievant in an effort to resolve the grievance and approve or disapprove it. If the grievance shall be denied by the Superintendent, the grievance may be appealed within ten (10) days to the secretary of the Board, with a statement of reasons why it is being appealed.

- G. The secretary shall transmit the grievance to the Board at the next regularly scheduled Board meeting. (Provided the grievance was received five (5) days prior to the regular Board meeting). Within twenty-five (25) days from the consideration of the grievance, the Board shall render its decision in writing. Upon request of either party, the grievance shall be considered at a hearing before the Board.

In no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the appropriate principal, the grievant(s), and the secretary of the Association.

- H. A teacher or the Association may withdraw a grievance at any time and this shall cease the processing of the grievance.
- I. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within the period above provided, the grievance may be submitted within twenty (20) days of the Board disposition to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within ten (10) days from the notification date that arbitration will be pursued, he/she shall be

selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. Only the Association, and not an individual grievant, may appeal to arbitration.

- J. The fees and expenses of the arbitrator shall be shared equally by the parties.
- K. The arbitrator shall render a decision only on the grievance.
- L. Limitations of Arbitrator:
 - 1. The arbitrator shall have no power to change any practice, policy, or rule of the Board which is not inconsistent with the terms of this Agreement or to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.
 - 2. The power of the arbitrator shall be limited to deciding whether the Employer has violated the express articles or sections of this Agreement and issuing appropriate remedies.
 - 3. All claims for back pay shall be limited to the amount of pay that the employee would otherwise have earned less any compensation that he may have received from the District during the period of back pay and unemployment compensation.
 - 4. The arbitrator shall have no power to rule upon any issue involving:
 - a. The termination or failure to re-employ any probationary teacher.
 - b. The termination or failure to re-employ any teacher to an extra duty position.
 - c. Any matter of the content of a teacher's evaluation.
 - d. Any matter for which the teacher has elected to pursue relief from an administrative agency specified in state or federal law as the procedure for review or resolution, such as, but not limited to, the Michigan Tenure Commission and the Michigan Civil Rights Commission.
- M. A grievance filed under the provisions of the Agreement may be processed until resolution even though the Agreement may have expired.

ARTICLE XV

TEACHER COMPENSATION

A. Salary compensation for teachers is set forth in Appendix A, which is attached to and incorporated into this Agreement. Any credit for prior teaching or relevant work experience shall be determined by the Board of Education.

Other conditions pertaining to placement on the various salary schedule columns are detailed in Appendix A.

B. Salary compensation for teachers engaged in extra-curricular activities is set forth in Appendix B, which is attached to and incorporated into this Agreement.

C. The Board shall for the duration of this contract provide the following MESSA PAK insurance coverage with teachers selecting either Plan A or Plan B as outlined below.

PLAN A – For employees needing health insurance

Health	Choices II 10/20 Prescription Copay* \$10 Office Visit \$100/\$200 Deductable Adult Immunization Rider
Long Term Disability	66 2/3% \$4,000 maximum 90 calendar days – modified fill Freeze on Offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years
Delta Dental	80/80/80:\$1,000 80:\$1,000
Negotiated Life	\$20,000 AD&D
Vision	VSP II Silver

*Teachers who have accumulated more than \$400 in prescription copays during a school fiscal year (July1-June 30) can be reimbursed beyond the \$400 for

prescription copays in the amount of \$5 for a generic drug, \$15 for a generic drug with a three month supply, \$15 for a name brand drug and \$35 for a name brand drug with a three month supply. Payments for reimbursement shall be annually. Proper documentation must be submitted to the central office no later than July 15. Payment will be made by August 31.

Teachers not electing health insurance shall receive Plan B of the MESSA PAK which shall include the following benefits:

PLAN B – For employees not needing health insurance

Delta Dental	Auto+ 008 (100/90/90:\$1,500) 90:\$1,500
Vision	VSP III+ Platinum
Negotiated Life	\$25,000 AD&D
Long Term Disability	66 2/3% Same as above

Annuity: The Employer shall provide 3% of the BA Base to the teacher selecting Plan B to be spent on any MESSA programs, MEA Financial Services programs, or 403b programs with District-approved vendors. Vendors will not be removed from the District-approved vendor list as long as they meet the necessary legal requirements.

Double coverage: Employees receiving generally comparable coverage through a spouse shall not be eligible for insurance coverage provided by the District. There shall be no double coverage.

- D. A teacher who has reached and fulfilled one school year at the top of the salary schedule and has ten (10) or more consecutive years of service in the Mio AuSable Schools shall receive as a longevity payment each year, added to his/her base salary specified in Appendix A, an additional 0.76% of the BA Base for each year of service in the Mio AuSable Schools beyond ten (10) years. Leaves of absence without pay and periods on reduction in personnel shall not count as years of consecutive service, but shall not operate as a break in consecutive years of service.
- E. A teacher who retires from teaching in accordance with the requirements of the Michigan Public School Employees Retirement System and has ten (10) or more consecutive years of service in the Mio AuSable Schools shall receive as a termination payment fifty percent (50%) of the days accumulated for sick leave purposes, up to a maximum of one hundred (100) days. The teacher may receive this payment in one

lump sum or in twelve (12) equal monthly payments. The days shall be paid at the rate determined by dividing the then current yearly salary of the retiring teacher, as specified in Appendix A with any additional longevity payment, by the number of contract days in the then current contract. Leaves of absence without pay and periods on reduction in personnel shall not count as years of consecutive service but shall not operate as a break in consecutive years of service.

- F. The District shall pay teachers who use their personal vehicle on authorized school business the current mileage rate that is paid to all other school employees for school business.
- G. Teachers performing noon-time supervision duties shall be paid 0.026% of the BA Base per noontime worked.
- H. Payday schedules shall be constructed so as to avoid payment to teachers for a specific school year prior to actual rendering of teaching services in that specific year; the first payday shall be on or after the established Teachers' First Day in the school calendar.
- I. Payment to a teacher or teachers for major repair work to school-owned equipment shall require prior administrative approval on a per project basis (shop equipment).
- J. The Board may, with prior approval by the Administration, reimburse expenses to a limit set by the Administration for continued in-service training of an EMT certified teacher/instructor, with the understanding that said reimbursement would be reduced by an amount equivalent to reimbursement from other sources.
- K. All payrolls shall be computer-generated per the regular payroll process. There shall be no hand-issued paychecks for extra-duty pay; rather, such extra-duty pay will be included in the teacher's regular computer-generated bi-weekly pay. It is the teacher's responsibility to confer with the administrative assistant relative to payment date(s) in sufficient time to allow for regular payroll processing.
- L. Upon appropriate written authorization from the employee and approval of the Employer, the Employer shall make requested deductions from the employee's salary and make appropriate remittance for annuities, credit union, MEA Financial Services

programs, deferred income plans allowed through a qualified Section 125 Plan or any other plans or programs jointly approved by the Association and the Employer. The deductions on the current list dated July 9, 1992, shall be grandfathered, provided it is possible to continue that number of deductions. Whenever a particular deduction is not requested that deduction shall be dropped from the list.

- M. Teachers performing the duties of detention supervisor, after-school tutoring in a District-established program, homebound instruction, in-staff substituting shall be paid an hourly rate of 0.063% of the BA Base. In-staff substituting requires loss of preparation/conference time and must be pre-authorized for extra compensation by an administrator and will not apply to coaches covering for each other. In emergency situations, when substitutes cannot be obtained, staff members may be reassigned by the Administration to cover for absent teachers until a substitute is available. Teachers may also be required to substitute for absent teachers during their conference periods when no one is available.
- N. Upon completion of a class with at least a “B” average, tuition shall be reimbursed based on the following levels:
1. Teachers with a Provisional Certificate, working on classes that are part of their planned program will be reimbursed up to 2% of the BA Base per year.
 2. Other teachers shall be reimbursed at a rate of 33% of tuition costs, not to exceed 6 credits in a five-year period.

The class must be prior approved by the Superintendent or the class must be of a nature that will contribute to the development of knowledge and skills related to the teacher’s assignment or possible future assignment. All online classes must be from an accredited university or prior approved by the Superintendent. It is the teacher’s responsibility to file the necessary documentation to verify completion of the requirements and receipt of graduate credit prior to reimbursement.

- O. During the 2012-2013 school year a committee composed of a Board member, two administrators, two elementary teachers and two secondary teachers shall meet to

devise a plan to address Race to the Top legislation concerning pay for performance. Recommendations of this committee will be approved by both the Association and the Board before being implemented.

ARTICLE XVI

NO CHILD LEFT BEHIND

ESEA

- A. As required by the ESEA Guidelines and in accordance with criteria provided by the NCLB Act of 2001, all teachers will meet the ESEA requirements for “highly qualified by 2005-2006. The State Of Michigan State Board of Education will define these criteria.
- B. It is agreed that the time line for satisfying the requirements needed to be a highly qualified teacher under the No Child Left Behind Act (NCLG/ESEA) depends upon when the bargaining unit member commenced employment with the District. Bargaining unit members hired on or after the beginning of the fall semester of 2002 must be highly qualified immediately and other bargaining unit members must be highly qualified by the end of the 2005-2006 school year.
- C. In grades K-5, highly qualified shall be defined as possessing the requisite certification and satisfying the provisions of the NCLB/ESEA pertaining to highly qualified teachers.
- D. For teachers that are certified for all subjects in grades 6, 7, and 8, highly qualified shall mean that the teacher is a highly qualified teacher under the NCLB/ESEA. A teacher shall be assigned in his/her major or minor field of study unless assigning the teacher in the minor field of study contravenes the provisions of the NCLB/ESEA pertaining to highly qualified teachers.
- E. In Grades 9–12, highly qualified shall be defined as possessing the requirements needed to be a highly qualified teacher under the NCLB/ESEA. A bargaining unit member shall be assigned in his/her major/minor field of study, unless this would contravene the provisions of the NCLB/ESEA pertaining to highly qualified teachers.
- F. The District will facilitate teachers in becoming highly qualified through reasonable accommodations to the teacher regarding release time and through paid graduate credit as provided under teacher compensation, Article XV. Teachers may, with the approval of the Superintendent, apply for up to six (6) hours of such credit.
- G. No school improvement plan (SIP) provision shall alter, modify, violate or supersede, except as mutually agreed in writing by the Employer and the Association, this Agreement or any other formal or informal understanding, condition or practice

established between the parties. The foregoing shall apply to any SIP the Employer intends to implement.

- H. Future legislation that removes, reduces or extends the date for compliance of the highly qualified teacher requirements shall be accepted by the Board.

ARTICLE XVII

DURATION OF AGREEMENT

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Board and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written Agreement between and executed by the Board and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- D. This Agreement shall become effective upon ratification by a majority of the Board and by the Association and shall continue in effect through the 31st day of August, 2013, at which time it will terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- E. Copies of this Agreement shall be printed and presented by the Board to all teachers now employed or hereafter employed. These copies shall be made as soon as practicable after ratification by the Association.

F. This Agreement was fully ratified by the Association on the 2nd day of September, 2010, and by the Board on the 13th day of September, 2010.

NORTHERN MICHIGAN EDUCATION
ASSOCIATION, MEA/NEA

By Michael Zimmerman
Michael Zimmerman, NMEA President

By Ron Parkinson
Ron Parkinson, NMEA Staff
Liaison

By Paul Ciske
Paul Ciske, Neg. Chair

By Tim McFalda
Tim McFalda, President

MIO AUSABLE SCHOOLS BOARD
OF EDUCATION

By Paul Ciske
President

By Denny J. Jelan
Vice President

By Kara Wright
Secretary

By Dawn M. Stenzel
Treasurer

By Charles W. North
Trustee

By L. S. E. T.
Trustee

By [Signature]
Trustee

APPENDIX A

2010-11 2.25% Increase

2010-11 Salary Schedule			
Step	Provisional Certificate	Continuing/Professional Certificate	Masters Degree
	BA	BA+15 for those on staff during 1989-90	BA+30 for those on staff during 1989-90
1	\$35,101	\$37,294	\$39,673
2	\$36,760	\$38,953	\$41,329
3	\$38,596	\$40,783	\$43,159
4	\$40,845	\$43,033	\$45,401
5	\$42,764	\$44,948	\$47,316
6*	\$45,128	\$47,310	\$49,671
7	\$47,357	\$49,536	\$51,895
8	\$49,580	\$51,759	\$54,121
9	\$51,821	\$53,999	\$56,355
10	\$54,054	\$56,228	\$58,588
11	\$57,206	\$59,377	\$61,363

NOTES:

- (a) *above shall mean that no teacher employed beginning with the 1990-91 school year shall advance beyond Step 6 of the Provisional Certificate column . . . extensions not accepted . . . to advance, said teacher must move to the Continuing or Professional column or the MA column . . . Steps 7 - 11 exist solely for the computation of Appendix B; and for those teachers on staff during or prior to the 1989-1990 school year.

- (b) For those employed beginning with the 1990-91 school/contract year, placement on the Continuing/Professional or Master's column shall only occur upon completion of the requirements for a Continuing/Professional Certificate or MA Degree.

- (c) Hours earned beyond the BA shall be graduate level "500" courses or above. With the Superintendent's prior approval, an exception may be made for up to six semester hours of undergraduate courses below the "500" level.

- (d) Teachers who have earned ten semester hours beyond the Master's Degree (at the "500" level or beyond) shall be compensated 2% of the BA Base salary in addition to the MA salary.

In 2011-12 and 2012-13 the rate of salary increase will be conditional on the rate increase of the MESSA composite Pak A rate.

Rate increase of MESSA full family Pak	Increase to the Wage Schedule
0% - 4%	2%
4.001% - 7%	1.75%
7.001% - 10%	1.5%
10.001% - 13%	1.25%
13.001% - 16%	1.00%
16.001% - 19%	0.75%
19.001% or more	0.5%

APPENDIX B

MIO AUSABLE SCHOOLS CO-CURRICULAR SCHEDULE

- A. A contract will be issued each year for each co-curricular assignment. There will be no tenure in any co-curricular position.
- B. Payment for each item is based on a percentage of the B.A. Salary Schedule, as indicated in the column labeled "Percent of B.A." Experience in the activity will determine the step on the B.A. Schedule. Credit for previous outside experience in the activity may be granted as determined appropriate by the Board of Education.
- C. Determination of whether to fill the various positions and appointments to all approved positions shall be the sole responsibility and authority of the Administration.
- D. Additions to or changes in the listed positions may be the subject of discussion between the Board and the Association. Any agreement on the additions or changes is subject to approval by the Board and the Association and, upon approval, shall be conveyed in a "Letter of Understanding" attached to the current Agreement. The Agreement itself shall not be subject to opening or re-negotiations during the life of said Agreement. Any new activities must demonstrate significantly to the Board a major contribution to the school, students, and community.
- E. Job descriptions for each position listed in Appendix B shall be developed by the athletic director (for athletic positions) and the principals for all other positions during 1990-91. All such job descriptions shall be subject to approval by the Superintendent. No new position will be considered without there first being a job description.

Groupings

- * Groups I, II, III, IV, V, VI, XI: Experience may accumulate and be applied to assigned activity within the group.
- * Group IX, X: Experience may accumulate but not be applied to any other activity within or outside the group.
- * Groups VII, VIII: Experience may accumulate for continued service of the same class. (ex. Class of 2002)

F. Payment Options:

1. Any Association member serving in an Appendix B position shall have the option of exchanging all or part of the Appendix B salary for personal leave days at the rate of Two (2) personal leave days for each One percent (1%) of BA salary listed in Appendix B. An Association member choosing to exchange salary for leave days in one year of the contract is not obligated to make a similar exchange in future years.
2. Any unused personal leave days will be added to the employee's sick leave accumulation at the end of each school year.

GROUP	CO-CURRICULAR SCHEDULE	PERCENT OF B.A.
I	Head Basketball Coach, Boys	10
	J.V. Basketball Coach, Boys	7
	Freshman Basketball Coach, Boys	6
	Head Basketball Coach, Girls	10
	J.V. Basketball Coach, Girls	7
	Freshman Basketball Coach, Girls	6
	8 th Grade Basketball Coach, Boys	5
	7 th Grade Basketball Coach, Boys	5
	8 th Grade Basketball Coach, Girls	5
II	7 th Grade Basketball Coach, Girls	5
	Head Football Coach	10
	Assistant Varsity Football Coach	7
	J.V. Football Coach	7
III	Assistant J.V. Football Coach	6
	Head Baseball Coach	8
	Assistant/J.V. Baseball Coach	5
	Head Softball Coach	8
IV	Assistant/J.V. Softball Coach	5
	Head Track Coach – Boys	8
	Head Track Coach – Girls	8
	Assistant Track Coach (one position for whole program)	6
	Middle School Track Coach – Boys (1 position)	4
	Middle School Track Coach – Girls (1 position)	4
	Head Cross Country Coach – Boys & Girls (one position)	7

GROUP	CO-CURRICULAR SCHEDULE	PERCENT OF B.A.
V	Football Cheerleading Advisor	4
	Basketball Cheerleading Advisor	4
	Middle School Cheerleading Advisor	2
VI	Head Volleyball Coach	8
	Assistant Volleyball	6
VII	Senior Class Advisor	3
	Junior Class Advisor	2
VIII	Sophomore Class Advisor	2
	Freshman Class Advisor	2
	8 th Grade Class Advisor	2
	7 th Grade Class Advisor	2
	6 th Grade Class Advisor	2
IX	Assistant Athletic Director	10
	Band Director	8
	Yearbook Advisor	5
	National Honor Society	2
	Plays (each)	2
	Chorus	4
	School Improvement Chair	3
	Student Council – High School	3
	Student Council – Middle School	3
	Student Council – Elementary	2
	Knowledge Bowl Coach	3
	Spanish Club	1
	Golf Coach – Boys & Girls (one position)	6
	Science Olympiad – Middle School	1
	Science Olympiad – High School	1
	BPA	1
Youth in Government Advisor	1	

GROUP	CO-CURRICULAR SCHEDULE	PERCENT OF B.A.
X	Elementary Basketball - Boys	2.3
	Elementary Basketball – Girls	2.3
	Mentor Teacher	1
	Citizenship Policy Coordinator – Elem.	1
	Citizenship Policy Coordinator – Secondary	1
XI	Wrestling Head Coach	10
	Asst. Wrestling Coach	8
	Middle School Wrestling	5

APPENDIX C Mio AuSable Schools Calendars

2010 -2011 School Calendar

Mio AuSable Schools

July 2010

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2011

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Jan 18 – End of 2nd Marking Period
Jan 20-21 – Students ½ day (12:00 dismissal) Exams
Teachers - Work day

Days: S=21 T=21

August 2010

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Aug 31 - Teachers 1st Day
Teacher Full PD day

Days: S=0 T=1

February 2011

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

Feb 18 – NO SCHOOL
Mid Winter Break
Feb 21 – Students NO SCHOOL
Teachers –Full PD day

Days: S=18 T=19

September 2010

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Sept 1 – Teachers – Full PD day
COOR Area PD
Sept 2 – Teachers ½ PD day
Teachers ½ Work day
Sept 3 – NO SCHOOL–Labor Day
Sept 6 – NO SCHOOL–Labor Day
Sept 7 – Students 1st Day
Students ½ day (12:00 dismissal)
Teachers – ½ Work day

Days: S=18 T=20

March 2011

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Mar 25 – End of 3rd Marking Period
Students ½ day (12:00 dismissal)
Teachers – ½ PD day

Days: S=23 T=23

October 2010

S	M	T	W	T	F	S
					1	2
4	5	6	7	8	9	
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Oct 15 – Students ½ day (12:00 dismissal)
Teachers – ½ PD day

Days: S=21 T=21

April 2011

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Apr 1-11 – NO SCHOOL
Spring Break
Apr 14 – Students ½ day (12:00 dismissal)
P/T Conferences
Apr 15 – Students and Teachers ½ day for all (12:00 dismissal)
Apr 22 – NO SCHOOL
Good Friday

Days: S=13 T=13

November 2010

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Nov 5 – End of 1st Marking Period
Nov 15 – NO SCHOOL
Nov 18 – Students ½ day (12:00 dismissal)
P/T Conferences
Nov 19 – Students and Teachers ½ day for all (12:00 dismissal)
Nov 26-26 NO SCHOOL.
Thanksgiving

Days: S=19 T=19

May 2011

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May 6 – Students ½ day (12:00 dismissal)
Teachers – ½ PD day

May 30 – NO SCHOOL
Memorial Day

Days: S=21 T=21

December 2010

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Dec 23-31 – NO SCHOOL
Winter Break

Days: S=16 T=16

June 2011

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Jun 6 – End of 4th Marking Period

Jun 8-9 – Students ½ day (12:00 dismissal)

½ day Staff – Record day

Jun 10 – No Students
Teacher work day

Days: S=7 T=8
Total Days: S=177 T=182

School Closed for All ½ Day School Students / Full Day Teacher Work Day - No Students	No Students – Full PD Teacher Day End of Marking Period No Students – Teacher ½ PD Day, ½ Work Day
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2011 -2012 School Calendar

Mio AuSable Schools

July 2011

S	M	T	W	T	F	S
					1	2
	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2011

S	M	T	W	T	F	S
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2011

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2011

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2011

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2011

S	M	T	W	T	F	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2012

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2012

S	M	T	W	T	F	S
				1	2	3
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March 2012

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2012

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2012

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2012

S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Jan 2 – NO SCHOOL
Winter Break
Jan 24 – End of 2nd Marking Period
Jan 26-27 – Students ½ day
(12:00 dismissal)
Exams
Teacher ½ Work day
Days: S=21 T=21

Aug 30 -Teachers 1st Day
Full PD day
Aug 31- Teachers – Full PD day
COOR Area PD
Days: S=0 T=2

Feb 17 – NO SCHOOL
Mid Winter Break
Feb 20 – Students NO SCHOOL
Teachers –Full PD day
Days: S=19 T=20

Sept 1 – Teachers ½ PD day
Teachers ½ Work day
Sept 2 – NO SCHOOL –
Labor Day
Sept 5 – NO SCHOOL –
Labor Day
Sept 5 – Students 1st Day
Students ½ day
(12:00 dismissal)
Teachers – ½ Work day
Days: S=19 T=20

Mar 9 – Students ½ day
(12:00 dismissal)
Teachers – ½ PD day
Mar 29 – End of 3rd Marking Period
Mar 30-Apr 9 – NO SCHOOL
Spring Break
Days: S=21 T=21

Oct 14 – Students ½ day
(12:00 dismissal)
Teachers – ½ PD day
Days: S=21 T=21

Mar 30-Apr-9 – NO SCHOOL
Spring Break
Apr 19 – Students ½ day
(12:00 dismissal)
P/T Conferences
Apr 20 – Students and Teachers
½ day for all
(12:00 dismissal)
Days: S=15 T=15

Nov 11 -End of 1st Marking Period
Nov 14-15 – NO SCHOOL
Nov 22 – Students ½ day
(12:00 dismissal)
P/T Conferences
Nov 23 – Students and Teachers
½ day for all
(12:00 dismissal)
Nov 24-25 NO SCHOOL
Thanksgiving
Days: S=18 T=18

May 11 - Students ½ day
Teachers ½ PD day
May 28 – NO SCHOOL
Memorial Day
Days: S=22 T=22

Dec 23-Jan 2 – NO SCHOOL
Winter Break
Days: S=16 T=16

Jun 4 - End of 4th Marking Period
Jun 6-7 – Students ½ day
(12:00 dismissal)
½ day Staff –
Record day
Jun 8 – No Students
Teacher work day
Days: S=5 T=8
Total Days: S=177 T=182

 School Closed for All	 No Students – Full PD Teacher Day
 ½ Day School Students / Full Day Teacher	 End of Marking Period
 Teacher Work Day - No Students	 No Students – Teacher ½ PD Day, ½ Work Day

2012 -2013 SCHOOL CALENDAR

Mio Ausable Schools

July 2012

S	M	T	W	T	F	S
					1	2
	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2012

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2012

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2012

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2012

S	M	T	W	T	F	S
					1	2
					*	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	DEC 1

December 2012

S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2013

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2013

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2013

S	M	T	W	T	F	S
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2013

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2013

S	M	T	W	T	F	S
					1	2
					3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2013

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Dec 24-Jan 2 – NO SCHOOL
Winter Break
Jan 22 – End of 2nd Marking Period
Jan 24-25 – Students ½ day
(12:00 dismissal)
Exams
Teacher ½ Work day
Days: S=21 T=21

Aug 28 -Teachers 1st Day
COOR Area Full PD day
Aug 29 -Teachers-Full PD day
Aug 30 -Teachers ½ PD day
Teachers ½ Work day
Aug 31 – NO SCHOOL
Labor Day
Days: S=0 T=3

Feb 15 – NO SCHOOL
Mid Winter Break
Feb 18 – Students NO SCHOOL
Teachers –Full PD day
Days: S=18 T=19

Sept 3 – NO SCHOOL
Labor Day
Sept 4 – Students 1st Day
Students ½ day
(12:00 dismissal)
Teachers – ½ Work day
Days: S=19 T=19

Mar 8 – Students ½ day
(12:00 dismissal)
Teachers – ½ PD day
Mar 28 – End of 3rd Marking Period
Mar 29-Apr 8 – NO SCHOOL
Spring Break
Days: S=20 T=20

Oct 6 – Students ½ day
(12:00 dismissal)
Teachers – ½ PD day
Days: S=23 T=23

Mar 29- Apr 8 – NO SCHOOL
Spring Break
Apr 18 – Students ½ day
(12:00 dismissal)
P/T Conferences
Apr 19 – Students and Teachers
½ day for all
(12:00 dismissal)
Days: S=16 T=16

Nov 2 -End of 1st Marking Period
Nov 15 – NO SCHOOL
Nov 20 – Students ½ day
(12:00 dismissal)
P/T Conferences
Nov 21 – Students and Teachers
½ day for all
(12:00 dismissal)
Nov 22-23 NO SCHOOL
Thanksgiving
Days: S=19 T=19

May 10 - Students ½ day
Teachers ½ PD day
May 27 – NO SCHOOL
Memorial Day
Days: S=22 T=22

Dec 24- Jan 2 – NO SCHOOL
Winter Break
Days: S=15 T=15

Jun 3 - End of 4th Marking Period
Jun 5-6 – Students ½ day
(12:00 dismissal)
½ day Staff –
Record day
Jun 7 – No Students
Teacher work day
Days: S=4 T=5
Total Days: S=177 T=182

- School Closed for All
- ▲ ½ Day School Students / Full Day Teacher
- ◆ Teacher Work Day - No Students
- ▼ No Students – Full PD Teacher Day
- ◇ End of Marking Period
- ◇ No Students – Teacher ½ PD Day, ½ Work Day

It is agreed that these calendars shall have a maximum of 182 teacher days and a post Labor Day start.

Resolution of Grievance

Date of Meeting with Principal (Must be within 5 days of receipt.) _____

Decision of Principal (Must be issued within 10 days of receipt) _____

Date of transmission to Superintendent (Must be within 5 days of principal's disposition) _____

Approval or Disapproval of Superintendent (Must be within 10 days of transmission). _____

Date of appeal to the Secretary of the Board of Education (Must be within 10 days of Superintendents' Approval or Disapproval) _____

Date of Board Meeting for the Consideration of the Grievance (Must be within 25 days of appeal to Board Secretary) _____

Decision of the Board of Education (Must be issued with 20 days of Board Meeting) _____

Date of submission to arbitration (Must be with 20 days of the decision by the Board of Education) _____