

MASTER AGREEMENT

Between

**The Mt. Pleasant
Education Association**

And

**The Mt. Pleasant Public Schools
Board Of Education**

July 1, 2012

Through

June 30, 2013

Table of Contents		
Article	Title	Page
	Agreement & Preamble	1
I	Recognition	2
II	Rights of the Board	3
III	Negotiating Practices	4
IV	Vacancies, Staffing Procedures, Layoff and Recall	5
V	Employment Standards	10
VI	Rights of the Association	11
VII	Personnel Committee	15
VIII	Professional Study Committee	16
IX	Professional Grievance Procedure	17
X	Rights of the Teacher	20
XI	Sick Leave and Sick Leave Bank	26
XII	Leaves of Absence	31
XIII	Teaching Conditions	37
XIV	Coordinators	49
XV	Professional Behavior and Accountability	51
XVI	Substitute Teachers	52
XVII	Salary Schedule and Other Benefits	53
XVIII	Continuity of Operations	61
XIX	Miscellaneous Provisions	62
XX	Intellectual Property Rights	65
XXI	Duration of Agreement	66
Appendix IA	2011-2012 Salary Schedule	67
Appendix IB	Additional Earned Hours, Additional Duties Schedule "B" Percentages Table	68 69
Appendix IIA	Calendar 2011-2012 2011-2012 Narrative	73 76
Appendix IIB	Calendar Provisions	78
Appendix III	Professional Grievance Report	80
Appendix IV	Re: Article IV (Seniority)	81
Addenda	Letters of Agreement Article XII, Section A: Grandparenting Members Currently on Unpaid Leave Schedule B, Speech & Language Pathologists, Social Workers and Psychologists Oasis Staffing and Teaching Conditions Leave for State Association Office Drivers Education Hourly Rate Waiver Form for Association Representation	i ii iii v vi vii

AGREEMENT BETWEEN
THE MT. PLEASANT EDUCATION ASSOCIATION
AND
THE MT. PLEASANT BOARD OF EDUCATION

This Agreement is entered into this 1st day of July 2011 by and between the Board of Education of the Mt. Pleasant Public Schools of Mt. Pleasant, Michigan, hereinafter called the "Board" and the Mt. Pleasant Education Association affiliated MEA/NEA, hereinafter called the "Association."

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. All individual teacher contracts shall be subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers 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. Furthermore, any such provision or application shall be subject to negotiations between the parties.

PREAMBLE

WHEREAS achievement of quality education cannot be fully realized without capable and dedicated teachers who recognize their professional responsibilities to the school district, and whose rights are likewise recognized by the Board on behalf of the community; and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the exclusive representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings, and

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all full-time and part-time regular classroom teachers in the DK-12 program, including regular day teachers teaching immediately following the regular school day and teachers of any day time high school completion programs where students earn course credit toward DK-12 high school diplomas, (not including GED or adult education completion diplomas), Oasis Alternative School teachers, department coordinators, guidance counselors, librarians, speech therapists, physical therapists, teachers of the vision impaired and hearing impaired, visiting teachers, school psychologists and school social workers. Excluded from this unit are all adult education and community educational teachers, all substitute teachers, all administrators, including the superintendent of schools, assistant superintendent for curriculum and instruction, assistant superintendent for personnel, Chief Financial Officer, bookkeeping supervisor, director of food services, director of special education, director of transportation, director of adult and continuing education, director of gifted/talented and Title I, director of technology, coordinator for special needs, athletic director, principals, assistant principals, associate principal for vocational/ technical education, all clerical and custodial employees, food service employees, crossing guards, bus drivers, teacher aides, and all other employees not specifically included. 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. References to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher the rights he may have under the Michigan General School Laws or the Constitution of the United States. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. Despite references herein to the Board of Education and Association as such, each reserves the right to act hereunder by officially designated committee or officially designated representative.

ARTICLE II

RIGHTS OF THE BOARD

The District retains all rights, powers and authority vested in it by the laws and Constitutions of Michigan and the United States. The Board reserves unto itself all rights, powers and privileges inherent to it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
3. Adopt reasonable rules and regulations.
4. Determine the qualifications of employees subject to the provisions of law.
5. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
6. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
7. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria.

ARTICLE III

NEGOTIATING PRACTICES

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties shall likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party 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. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an Agreement in any such negotiations, either party may invoke the machinery of the Michigan Employment Relations Commission including mediation and fact finding, or take any other lawful measures it may deem appropriate.
- E. A teacher engaged in negotiating on behalf of the Association with any official designated representative of the Board shall be released from regular duties without loss of salary provided:
 - 1. The teacher is an official member of the Negotiating Team.
 - 2. The teacher is under contract to the Mt. Pleasant School District.
 - 3. The item under consideration is the development of the Master Agreement or a Professional Grievance.
 - 4. It has been mutually agreed that daytime meetings are considered necessary.
- F. No reprisals of any kind shall be taken by either party or by any member of the administration against any Association representative or Association member involved in Master Agreement negotiations procedures.

ARTICLE IV

VACANCIES, STAFFING PROCEDURES, LAYOFF AND RECALL

The Association and the Board recognize that an optimum educational environment includes a teacher who is working within his area of special competence and in the school setting best suited to his personal circumstances. Therefore, the Board shall provide opportunities for teachers to express their desires to continue or to change their teaching assignments.

The following shall be the procedure for posting vacancies and for staffing, layoff, and recall.

A. Temporary Assignments

All positions posted and filled after the first day of the new school year shall be considered temporary assignments for that school year. Prior to the assignment process for the next school year, such positions shall be posted and filled in accordance with the provisions of this Article. In filling such vacancies, it is recognized that the selection is the sole right of the Board. The assignment thus awarded to a teacher shall be considered the teacher's "current assignment" at the assignment meeting.

B. Seniority List

The Association shall be provided a seniority list of tenure teachers and a seniority list of probationary status teachers by November 1 of each school year. As changes occur or are articulated, the lists shall be reconciled. The seniority list for current bargaining unit members was established according to procedures outlined in the Letter of Agreement regarding Article IV. In addition to the seniority list, each teacher and the Association shall be provided a list of all teachers' certification expiration dates by November 1 of each school year.

1. Tenure is defined as the bargaining unit member's probationary or tenure status with the school district as determined by law.
2. Seniority shall be defined as length of continuous service within the bargaining unit from the last date of hire as a bargaining unit member. Last date of hire shall be defined as the teacher's first day of work. Seniority shall continue to accumulate during Board approved leaves of absence. Seniority shall continue to accumulate while a teacher is on layoff. Seniority shall accumulate the same for part-time teachers as for full-time teachers.
3. In the event two or more teachers have the same date of hire, the relative place of such persons on the seniority list will be determined by the total years of teaching experience. Teaching experience shall be defined as total years of employment as a teacher in any K-12 school system.

Time spent on leaves of absence in the Mt. Pleasant School District but not in other districts shall be credited to teaching experience.

In the event two or more teachers have the same number of years of teaching experience, the relative place of such persons on the seniority list will be determined by a drawing of lots participated in by all affected bargaining unit members.

C. Notices of Vacancies

1. A vacancy is defined for purposes of this Agreement as a position within the bargaining unit presently unfilled including newly created positions, as well as such positions currently filled but known to be open in the future for a period of more than one semester/trimester. When the vacancy overlaps two semesters/trimesters, the intent of the word “semester/trimester” is defined as the number of days in the longest semester/trimester. Positions held by temporarily certified individuals shall be posted in accordance with the teacher certification code.
2. Notices of vacancies, including administrative vacancies, shall be prominently posted as they become available in an appropriately designated place in each school or department for not less than six (6) teaching days prior to the closing date for filing applications. Any teacher who applies for a bargaining unit vacancy shall be interviewed for the position.
3. Notices of vacancies shall include academic and experience requirements, personal skills, responsibilities of the position, the date the position is to be open, and instructions for filing applications. These notices shall state the portion of the position that is scheduled to be available for the subsequent school year.
4. During a time when school is not in session:
 - a. Notice of vacancies shall be mailed to the address of record of all teachers who have submitted a written request by June 1 to the Assistant Superintendent for Personnel.
 - b. Notices of vacancies shall be posted as prescribed in Sections C.2 and C.3 of this article.

D. Additional Work Opportunities

Additional work opportunities, for which a stipend is paid, such as but not limited to development or revision of curriculum guides, shall be posted in accordance with the provisions of this article. The Association shall be notified in writing, through its President, of the individuals awarded such opportunities and the stipend paid to each individual.

E. Assignment Procedures

Assignment procedures will occur after the district has determined the positions to be filled for the following school year.

1. Vacancies for the subsequent school year shall be posted and filled in accordance with the provisions of this article. In filling such vacancies, it is recognized that the selection is the sole right of the Board. The assignment thus awarded to a teacher shall be considered the teacher's "current assignment" at the assignment meeting.

Article IV - Vacancies, Staffing Procedures, Layoff and Recall (Continued)

- (E.) 2. A teacher on layoff will not participate in assignment procedures.
3. If the student population at any building is such that a reduction in staff is required, the building staff will be informed of the number of positions to be eliminated. Each teacher whose position is known to be reduced or eliminated for the following school year shall be given prompt notification of such reduction or elimination by the building principal.

When a program is relocated (e.g. TMI program moved from Sunnyfield to Vowles), the teacher(s) shall not be considered displaced.

4. Within the timelines provided below, teachers shall retain current assignment, accept a vacant position, or exchange current assignment with another teacher within the building and/or between buildings/departments. In all cases this becomes the teacher's current assignment for staffing purposes.

- a. All exchanges must be mutually agreed upon by the teacher(s) and the administrator(s) involved.
- b. All special education positions will be staffed as a department by the Special Education Director. When changes in sites, levels, and/or areas of certification are necessary, the director will first seek volunteers. These assignments will not be allowed to alter the order of teachers being recalled or laid off.

Title I positions shall be staffed as a department by the administrator who directs the Title program.

- c. Elementary art, music and physical education positions will be staffed as a department by the Assistant Superintendent for Personnel. Secondary art, music and physical education positions will be staffed by department by building.
- d. All vocational education positions will be staffed as a department by the Associate Principal for Vocational/Technical Education.

5. The procedures and timeline outlined below shall be followed:

- a. Prior to the start of the assignment process, all temporary assignments (defined in Section A of this Article) and all positions (retirements, etc.) known to be vacant for the upcoming year shall be posted.
- b. By March 15, the Assistant Superintendent for Personnel will provide a staffing list of positions currently held and a seniority list to all bargaining unit members.
- c. By the fourth Monday in March, all vacancies shall be posted in accordance with the provisions of this article. All applications for vacancies must be submitted to the Assistant Superintendent of Personnel within six (6) teaching days of the posting.

Article IV - Vacancies, Staffing Procedures, Layoff and Recall (Continued)

- (E. 5.)
- d. By the first Monday in April, mutually agreed upon staffing exchanges may occur within the building and/or between buildings/departments.
 - e. By the first Monday in May, all internal applicants will be interviewed for all posted positions and positions may be filled. By the first Monday in May, all internal applicants will be notified of the names of the applicants who were awarded the vacancies. An assignment, thus awarded to a teacher, shall be considered the teacher's "current assignment" at the assignment meeting.
 - f. By the Thursday after the first Monday in May, an updated staffing list and a list of teachers who are expected to be without their current assignments at the May staffing meeting will be distributed to each teacher. The staffing assignment list shall be subject to articulation.

After this date no other exchanges shall occur. No other vacancies shall be filled until after the District assignment meeting.
 - g. By May 24, the District shall hold the District assignment meeting.
 - h. After the district assignment meeting, all vacancies shall be posted and filled in accordance with the provisions of this article.
6. A statement of the personnel changes will be delivered to the Association President as soon after the assignment meeting as the Superintendent or his designee has finalized such information.
7. The Board shall provide written notification of tentative grade/course and hours assignment, room(s) and extended contract to all teachers by June 30th. This includes elementary teachers of art, music, physical education and computers. Notice of any change will be mailed to the teacher's current address of record. Development of the ArTs schedule is to begin no later than January 30 of the preceding year.

F. Layoff

- 1. After all the staffing steps have been followed and a reduction in staff is determined by the Board to be necessary due to financial conditions, a reduction in student population whether by natural population changes or redistricting, or other need, members of the bargaining unit who do not have a position shall be laid off. The Association shall be notified of the reason(s) for layoff within five business days of the Board's decision.
- 2. In the event of layoff, the laid off teachers will be notified by certified mail no later than thirty (30) days prior to the beginning of the semester/trimester the layoff is to become effective.
- 3. Individual Contract. In the event a teacher is properly laid off in accordance with provisions of this Agreement and the law, the teacher's individual contract of employment shall terminate and the Board's obligation to pay salary or fringe benefits shall cease after receipt of all amounts or benefits earned on a prorated basis equal to

Article IV - Vacancies, Staffing Procedures, Layoff and Recall (Continued)

- (F. 3.) time worked. Teachers who are laid off during a contract year shall be considered as having completed the contract year for subsequent placement on the salary schedule if employed for one semester/trimester or more of the school year.
4. a. Any laid-off bargaining unit member shall be sent a written notice of vacancies in the adult education day program and if an application is timely filed, that teacher will be interviewed and considered for the vacancy.
- b. Laid-off tenured teacher(s) shall, upon their request, be given top priority on the substitute teacher list. Compensation for work as a substitute teacher shall be at the substitute teacher rate.

G. Recall

A teacher on layoff will not participate in assignment procedures. After the staffing meeting, vacancies will be filled according to the following recall procedures.

1. Eligibility for recall for teachers shall terminate if the teacher:
- a. Resigns
- b. Fails to notify the Board by letter or phone of intent to return within five (5) working days of receipt of such notice by registered mail.
2. Probationary teachers shall lose recall rights three (3) years after the effective date of layoff. Tenured teachers shall lose recall rights five (5) years after the effective date of layoff. A teacher refusing an offer of recall to a position for which the teacher is certified and qualified will result in the teacher being deemed a voluntary quit and forfeiting any right of recall unless the teacher at the time of the offer of recall is tenured and employed under contract by another Michigan school district, in which case the teacher will continue to be eligible for recall during the 5-year period following the effective date of layoff. Refusal of a position which offers less than the amount of teaching time previously held shall not be grounds for forfeiture of right to recall. If the teacher has a current assignment that was voluntarily reduced in the past, he shall lose recall rights if he refuses a position equal to or greater than his current assignment.

H. Voluntary Reduction

If the teacher voluntarily reduces his teaching assignment with the board's agreement, he reduces his current assignment for future staffing purposes until or unless he applies for and is granted additional teaching time in the future.

ARTICLE V

EMPLOYMENT STANDARDS

The Board agrees to the following statement of policy:

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's degree from an accredited college or university.
- B. The employment of teachers upon special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials, and the Association shall be so notified in each instance.
- C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study and the Association shall be so notified in each instance.

ARTICLE VI

RIGHTS OF THE ASSOCIATION

- A. The Board agrees to observe the rights of teachers as outlined in Section 17.455 (9) Lawful to Organize; 17.455 (10) Unfair Labor Practices; 17.455 (11) Exclusive Representation Grievance Procedure, of Act 379 of Public Acts of Michigan 1965.
- B. The Board specifically recognizes the right of its professional staff to invoke the assistance of the Michigan Employment Relations Commission.
- C. The Board, through the superintendent or his designee, shall upon request provide the Association with any public documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their pupils, together with any other available information which may be necessary for the Association to process grievances under this Agreement.
 - 1. The Association shall be provided with copies of the minutes of official Board meetings and all other printed materials that are distributed to Board members at official meetings except materials deemed confidential by law as soon as possible after such meetings. A copy of the official agenda of the meeting will be available to the Association at the Superintendent's office prior to said meeting.
 - 2. The Board shall furnish the Association all available information concerning the financial resources of the district including, but not limited to, tentative budgetary requirements and allocations.
- D. The Association or any committee thereof shall have the right to use school buildings and facilities without charge for professional meetings during times when the building is covered by the operating staff. Room arrangements shall be made with the principal involved.
 - 1. The Association shall have use of all equipment at reasonable times, when such equipment is not in use, and under procedures approved by the principal or superintendent of schools. The Association agrees to reimburse the Board for any damage to equipment entrusted to its use and care.
 - 2. All reasonable requests for use of office, lounge, and workroom bulletin boards shall be granted to the Association.
 - 3. School mail service shall be granted to the Association.
 - 4. The Association agrees to pay at school cost for all materials used for its purposes.
 - 5. Any deviations from above shall be done only with the full knowledge and consent of the building principal.
- E. In accordance with the terms of this article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.

Article VI - Rights of the Association (continued)

- (E.) 1. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
2. Service Fee Payers. Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the legally permissible MEA policy and procedures regarding objections to political- ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
3. Non-payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or legally permissible service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.

4. Payroll Deduction. Upon written authorization by a bargaining unit member or pursuant to paragraph E.3 the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages.

The deduction of membership dues shall be made equally from the paychecks beginning in October and ending in June of each year, unless other arrangements have been mutually agreed upon by the Association and the Board.

Monies so deducted will be transmitted to the Association, or its designee, no later than thirty (30) calendar days following each deduction, accompanied by a list of bargaining unit members from whom deductions have been made.

It is recognized that a portion of the amount to be deducted from a member's pay may include a voluntary political action committee (PAC) contribution, provided that the employee has positively asserted his or her intent to contribute to the PAC at the start of the contract year.

It is understood that the voluntary PAC contribution shall be construed to be the first funds deducted at the start of a contract year, in its entirety, before any dues begin to be deducted. At that point, the deduction of dues will begin.

It is further understood that the PAC contribution funds so deducted shall be the first funds remitted to the MEA, and shall be remitted as PAC contributions.

In this way, the PAC contributions shall occur via payroll deduction on a "first-in, first-out" basis and shall occur in the same calendar year in which the employee positively

Article VI - Rights of the Association (Continued)

- (E. 4.) asserted his or her intent to make a voluntary PAC contribution.

PAC contributions made under this arrangement are irrevocable, either as a whole or in part, once the total amount of the deduction is authorized and implemented. Should an employee leave the district prior to completion of the full year's deduction cycle, the amount necessary to cover the total amount authorized will be incorporated into the calculated final deduction amount.

5. The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, costs, suits, damages, awards, judgments, or other forms of liability that may arise out of or by reason of any action taken by the Board for the purpose of complying with this article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party. The Association shall have full control of any litigation, including choice of attorney, and power to settle or compromise any claim, arising hereunder.

- F. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Board shall not require any teacher as a condition of continued employment to violate the Code of Ethics of the Education Profession.

- G. There shall be twenty-five (25) MPEA days for use by the duly elected officers of the Association in the conduct of official Association matters and during which their absence from school is necessitated. Arrangements must be made one week in advance of the date of absence, via notification in writing by the Association President to the Superintendent.

Any deviations from the above must be approved by the Superintendent.

1. For the purpose of this Article, duly elected officers shall be defined as follows: MPEA President; MPEA Vice-President; the Secretary and/or Treasurer of the MPEA; and Delegate Assembly Representatives.
2. Upon recommendation of the Association Executive Committee, members of the Association other than the duly elected officers may be awarded MPEA days.

- H. The president of the MPEA shall be granted 50% released time without loss of benefits or contractual rights during the term in office for the purpose of engaging in Association (local, state, national) activities.

1. Notification of the released time shall be made through the Administrative Assistant for Personnel by April 1 of the preceding year. The Board agrees to restore the president to his "current assignment", subject to the staffing process, upon expiration of his term of office.
2. When the Association president has released time, he shall meet his contractual responsibilities.

Article VI - Rights of the Association (Continued)

- (H.) 3. The Association agrees to reimburse the Board fifty (50) percent of the president's released time salary and a like percentage of the amount the Board pays to Michigan Public School Employees Retirement System (MPSERS) equal to fifty (50) percent of the president's released time from his normally assigned job duties.
- 4. The Board will provide benefits as specified in the Agreement.
- I. At the beginning of the school year, the Association shall provide a list of all Association meeting dates to the Administration. Time after the regularly scheduled school day on these dates shall be reserved for Association meetings.

ARTICLE VII

PERSONNEL COMMITTEE

- A. The Board and the Association shall appoint a personnel committee to serve in an advisory capacity to the Board. Such committee shall be representative of the administrative and teaching staff.
- B. The function of this committee shall be to review, evaluate and make reports on applications for leaves of absence, professional growth, extra pay for extra duty and other matters which may be assigned to the committee by joint action of the Board and/or the Association.
- C. The personnel committee shall meet as mutually agreed upon by the Board and/or the Association.

ARTICLE VIII

PROFESSIONAL STUDY COMMITTEE

- A. There is hereby established a Professional Study Committee composed of eight (8) members: four (4) members appointed by the Executive Board of the Association, and four (4) members from the administrative group appointed by the Board of Education. The Mt. Pleasant Education Association appointees will fill staggered years of appointment in an effort to provide continuity of MPEA membership on this committee. It is agreed that the PSC shall cooperate in an on-going study and shall provide effective consultation with and assistance to the Board whereby it may bring about needed improvements, desirable changes and innovations in teaching methods and techniques, class composition, curriculum and any other phases of the instructional program. PSC shall establish task forces or ad hoc committees as necessary.
- B. The parties agree that the PSC serves in an advisory, consultative, and fact-finding capacity only. The failure of the Board to place any of the recommendations of the PSC into effect shall not constitute the basis for a grievance.
- C. Members of the PSC shall continue to develop and refine operating rules for effective consultation with the Board and the professional staff. When meetings are held with the Board's approval during school hours, these days shall count as teaching days. If extensive consultation or development of the school instructional program requires summer or other vacation participation, the Board agrees to make appropriate compensation for the time involved.
- D. The PSC shall consider, but shall not be restricted to, the study of instructional matters in need of review, revision, experimentation or innovation. It shall submit a written report and recommendations to the Board annually at a meeting of the Board; and as soon as possible thereafter, copies of said report shall be made available to the professional staff. The PSC report to the board will categorically describe any task force recommendations not supported by PSC.
- E. When a bargaining unit member serves as the PSC Chairperson, he shall be paid a stipend of 10% of the BA Base per year. Upon written request from the PSC, the Superintendent may grant some released time for the bargaining unit PSC Chairperson and/or PSC members.

ARTICLE IX

PROFESSIONAL GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and/or arising from the language of this Agreement or an alleged breach thereof.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

B. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that, within the framework of this Agreement, these proceedings will be kept as informal and confidential as may be appropriate at all levels of the procedure.

C. Procedure

1. A claim by a teacher or the Association that there has been violation, or a misinterpretation or misapplication of any provision of this Agreement that affects the welfare or condition of employment of a teacher or group of teachers may be processed as a grievance as hereinafter provided.
2. The grievant may within twenty (20) school days of the incident or the discovery thereof if not apparent at the time of the incident invoke the formal grievance procedure on a form set forth in Appendix III, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor concerned.
3. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) school days of such meeting and shall furnish copy thereof to the Association.
4. If the Association representative is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting (or eight school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent or his designee. Within five (5) school days, the Superintendent or his designee shall meet with the Professional Rights and Responsibilities Committee on the grievance. If the grievance relates to an individual or a group of individuals and their presence would assist in clarifying the issues involved with the grievance, the Superintendent or Association may request that the person(s) be present at the meeting. The Superintendent or his designee shall indicate

Article IX – Professional Grievance Procedure (Continued)

- (C. 4.) his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
5. If the PR & R Committee is not satisfied with the disposition of the grievance by the Superintendent or his designee or if no disposition has been made within the period above provided, the grievance may within ten (10) days be submitted to arbitration before an impartial arbitrator. Only the Association, not an individual teacher, may appeal a grievance to arbitration.
- If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitrator so selected shall confer with the parties and hold hearings promptly, or, if hearings have been waived, then from the date all proof and information has been submitted to him, and shall issue his decision not later than twenty (20) days from the date of the close of the same. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. 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.
6. The fees and expenses of the arbitrator shall be shared equally by the parties.
7. If any teacher from whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost less any unemployment compensation received during the time the teacher would have been working for the district. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
8. Any action to discipline, demote, or discharge a teacher subject to a hearing under the Michigan Teacher Tenure Act shall be exempt from arbitration.
9. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
10. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without prior written notification to the Association and opportunity for an Association representative to be present, but no adjustment of a grievance shall be inconsistent with the terms of this Agreement.

Article IX – Professional Grievance Procedure (Continued)

- (C.) 11. No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.

D. **Miscellaneous**

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
3. In the course of investigation of any grievance, representatives of the Association shall report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
4. Every effort shall be made to avoid interruption of classroom activities and to avoid involvement of pupils in all phases of the grievance procedure.

ARTICLE X

RIGHTS OF THE TEACHER

- A. The Board recognizes its responsibility to continue to give reasonable support and assistance to all teachers with respect to the maintenance of control and discipline in the classroom.
- B. The Board shall provide special education programs as mandated by Department of Education guidelines.
- C. Any assault by a child upon a teacher shall be promptly reported to his immediate supervisor. In the event of such an assault, or if a teacher is complained against or threatened with civil action by reason of disciplinary action taken against a student, which is not inconsistent with the provisions of section D below, the teacher involved may, through the Association, request assistance from the Board in such matter, and the Board shall provide such legal counsel.

If it is ultimately determined that the teacher is found innocent, or has acted appropriately, or a mutual settlement has been agreed upon; the Board shall pay the legal fees for the teacher which are not otherwise covered.

- D. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by state law.

- 1. "Corporal punishment" means the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline.

Corporal punishment does not include physical pain caused by reasonable physical activities associated with athletic training.

- 2. A bargaining unit member may use reasonable physical force as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning. In maintaining that order and control, the person may use physical force upon a pupil as may be necessary:
 - a. to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions within a school or at a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.
 - b. for self-defense or the defense of another.
 - c. to prevent a pupil from inflicting harm on himself or herself.
 - d. to quell a disturbance that threatens physical injury to any person.
 - e. to obtain possession of a weapon or other dangerous object upon or within control of a pupil.
 - f. to protect property.

Article X - Rights of the Teacher (Continued)

- (D. 2.) Consistent with MCL 380.1312(7) in determining whether the employee acted in accordance with the above considerations, deference will be given to reasonable good-faith judgments made by the employee.

It is understood an employee is not obligated under the master contract to use physical force.

3. The employer will publish to all students and staff at the beginning of each school year such reasonable rules of conduct for students as shall be effective at the time. In addition to the general rules of the district, each teacher may establish additional rules for students during the time said students are in his charge.

- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board, but shall not be responsible for loss or damage to any such property when such loss or damage is not the fault of the teacher. The Board shall provide comprehensive liability insurance protection for all teachers in its employ, with limits of \$500,000 for single injury; \$1,000,000 for single occurrence, and \$100,000 for the property of third parties against damages arising out of the negligence of any teacher while acting within the scope of his duties as such, subject to the exclusions contained in such policy. The Board shall continue to carry Worker's Compensation Insurance coverage for all teachers in the manner required by the laws of Michigan. Insurance carriers are to be selected by the Board.
- F. No teacher shall be required to provide health services, administer any first aid or medication or to perform any health screening. No teacher shall be required to perform procedures such as but not limited to suctioning, catheterization or attending to the personal hygiene needs of the student. It is understood that teachers will act in a reasonable manner in emergency situations.
- G. No teacher shall be required to transport any child for any reason.
- H. The Board shall continue to provide in sufficient quantity special and protective clothing (such as smocks for art and home economics teachers, and aprons for manual training and chemistry teachers) and safety devices required by the nature of the teaching assignment now furnished and uniformly used throughout the school system, and it shall provide for the maintenance and/or replacement of such articles. Other similar needs shall be considered by the Board upon request of the Professional Study Committee.
- I. The Board shall reimburse a teacher, in an amount not to exceed \$100 for loss, damage, or destruction while on duty in the school, of his personal property of a kind normally worn or brought to the school building, when the same has not been caused by the negligence of the teacher. This obligation shall not encompass wear, tear or gradual deterioration of property or loss of money. This obligation shall also extend to loss, damage, or destruction of a teacher's personal property while left unattended in any automobile parked on school premises, provided such automobile is equipped with a fully enclosed body, the doors and windows of which shall have been securely locked. This obligation shall not extend to any loss or damage to a motor vehicle of a teacher. This obligation shall extend only to any such loss, or that portion of such loss, not covered by insurance taken out by the teacher, and shall be payable only after the teacher has first exhausted all possibility of collecting for such loss under his own insurance, if any.

Article X - Rights of the Teacher (Continued)

J. All monitoring or observation of a teacher shall be conducted openly and with full knowledge of the teacher. When such monitoring or observation is done by other than an administrator, it shall be done not only with full knowledge of the teacher, but also with the teacher's consent. It shall include, but not be restricted to, closed-circuit television, public address or audio systems and similar devices. This paragraph is not intended to restrict parents' rights under MCL 380.1137.

K. Review of Personnel File

1. Each teacher shall have the right upon request to review the contents of his personnel files, maintained at the teacher's school or at the Administrative Building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safe-keeping of those files.

2. Privileged information such as confidential credentials and related personnel references normally sought at the time of employment are specifically exempted from review. The administrator shall, in the presence of the teacher's authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.

3. All communications, including evaluations by Mt. Pleasant administrators, commendations, and validated complaints directed toward the teacher which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion.

L. No regularly assigned teacher will be used as a substitute teacher, except for short-term emergencies and then only with his written consent. If a teacher agrees to serve as a substitute for another teacher, he shall be compensated at the rate of fifteen dollars (\$15.00) per class period if the substitution period is in excess of his regular class load.

If a teacher loses his preparation time due to the absence of an art, music, physical education, special education, computer teacher, media specialist or RESD personnel, etc. the teacher will be compensated at the rate of twenty dollars (\$20.00) per class period.

M. Professional Conferences

1. In the belief that attendance at professional meetings is desirable to maintain and improve professional competence and proficiency, and to enhance the educational program of the school district, teachers shall be encouraged to participate in such meetings.

2. Respecting the uniqueness of each building and/or department, the Board agrees that additional conference time may be granted at the request of the Department Coordinator

Article X - Rights of the Teacher (Continued)

- (M. 2.) and discretion of the immediate supervisor and the Superintendent.
3. Travel, meals, lodging, and registration shall be deemed appropriate expenses reimbursable by the Board, as shall the cost of substitute teachers needed to relieve participants.
4. Approved professional conference days shall count as teaching days.
- N. All new teachers shall be provided with copies of the following when the contract is offered: (1) Master Agreement; (2) Tenure Policies; (3) Certification Procedure; (4) Personnel Policies.
- O. Upon consideration for recommendation for tenure status, reassignment, or promotion, a teacher shall prior to the release of such information to the news media:
1. Be consulted with by his immediate supervisor prior to the review of his status before the Board.
 2. Be sent prompt written notice of any action taken by the Board pertaining to his employment status.
- P. Attendance at schools shall not be required for building teaching personnel if pupils are excused because of weather or travel conditions.
- Q. The Association recognizes the importance of long-term planning and daily preparation for learning experience based upon educationally sound goals and objectives. To assure the most efficient, effective use of pupil time, teachers shall plan for individual groups of children in a systematic manner. Teachers, from time to time, are expected to request the assistance of their immediate supervisors, in cooperatively evaluating the learning experiences developed for their pupils. Teachers shall assume the responsibility for providing adequate plans for the use of substitute teachers whenever their absence requires the presence of a substitute.
- R. All members of the bargaining unit shall have the right to all applicable provisions under the tenure law.
- S. With respect to any complaint against any teacher by a parent, guardian, student, another school employee, or citizen, the following procedures shall be followed:
1. The complaining party shall be encouraged to first attempt to resolve the problem directly with the teacher involved or the building principal. Then, at the request of either or both the complainant and teacher involved, the principal shall attempt to arrange a conference between all parties concerned in order to resolve the problem. If, however, either the complainant, or teacher objects to a conference of all the parties, the principal shall discuss the matter with the involved parties separately. In any event, the teacher shall be notified of the complaint. If, as a result of a parent or student complaint, a student suffers a reprisal, the teacher shall be subject to a disciplinary action.
 2. No action under this Section shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file or

Article X – Rights of the Teacher (Continued)

- (S. 2.) evaluation, unless the matter is reported in writing to the teacher concerned within 10 school days of the complaint. In order for a complaint to be acted upon or to be included in said teacher's personnel file, it must be timely. That is, the complaint must be made within the school year in which the incident occurs or the summer of that school year.

If the complaint relates to an alleged sexual offense with a student, the time limit shall not apply.

In the event that a complaint occurs during the last week of a school year or during the summer, a certified letter shall be sent to the teacher notifying him of the complaint, within 14 calendar days.

- T. The Board agrees to follow a policy of progressive discipline which includes verbal warning, written warning, reprimand, suspension with pay, suspension without pay, and discharge. In those incidents involving serious infractions, nothing shall obligate the Board to go through each step of the progressive discipline chain.

1. All information forming the basis for disciplinary action including clearly designated written confirmation of verbal warnings, clearly designated written warnings and reprimands will be given in writing to the teacher. The teacher shall be offered representation unless such representation is waived in writing on a form mutually agreed upon by the Board and the Association. If the Teacher waives his right to representation, the Association will be provided a copy of the waiver within five (5) school days. If an individual member waives his right to Association representation, he in no way waives the right of the Association to pursue a resolution through the grievance process. All copies will be noted on the original. Reprimanding shall be done in person or by certified letter.

2. A teacher shall have the right to have a representative of the MPEA present.

- U. The Board agrees not to perform or require random drug testing of bargaining unit members. Also the Board agrees not to perform or require total group drug testing of bargaining unit members.

- V. Subsequent to an initial Individualized Educational Planning Team (IEPT) meeting, general education teachers who are scheduled to continue providing services to a mainstreamed student will be invited to attend the student's IEPT to provide input which is consistent with the purpose and authority of the IEPT as set forth in the Michigan State Board of Education Rules for Special Education.

Upon receipt of a written request from a general education teacher in whose classroom a special education student has been placed, the administration will review the request and make a determination as to what training, consultive assistance from special education staff, materials or other assistance, if any, may be provided. The teacher shall be updated, in writing, as to the status of the review within five (5) school days.

Article X - Rights of the Teacher (Continued)

- W. The Association and the Board recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related and Association endeavors. When the teacher is following the Board's Computer Technology and Networks Policy (7540 and 7540.01), the teacher shall not be disciplined nor held responsible by the district for inappropriate acts committed by a student or non-employee with regard to the internet/intranet.
1. Bargaining unit members' use of the Internet/Intranet is appropriate under all of the following circumstances:
 - a. support of the academic program;
 - b. telecommunications;
 - c. Association activities; and
 - d. reasonable personal and recreational usage to the extent that such use does not violate any express prohibitions of this Agreement and does not interfere with the bargaining unit members' assigned duties and responsibilities.
 2. Bargaining unit members agree that the Internet/Intranet may not be used for commercial for-profit purposes.
 3. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.
 4. The employer will provide each bargaining unit member with a password for accessing the internet/intranet and electronic mail. Bargaining unit members agree to maintain confidentiality with regard to their passwords; however, it is understood that the employer has access to all bargaining unit members' passwords. The employer agrees to maintain bargaining unit members' passwords in a safe and confidential location where access to such passwords by students and third parties is as secure as possible.
 5. The Association and the Board strongly encourage bargaining unit members to use the Internet/Intranet. The Board may post general information on the Internet/Intranet; this information shall also be posted in a prominent position.

Training

6. Given the complexity of intellectual property law, workplace harassment and other potential claims with regard to use of the Internet/Intranet, the Board agrees to provide training or materials to assist bargaining unit members in avoiding unintentional violations.
7. Training or materials shall be provided for all bargaining unit members with access to the Internet/Intranet.
8. Use of or proficiency in Internet/Intranet use shall not be used for evaluation purposes in connection with such Board provided training.

ARTICLE XI

SICK LEAVE AND SICK LEAVE BANK

Sick Leave

- A. The primary purpose of the sick leave allowance is to cover the absence of a teacher from school because of personal illness sufficiently severe that it would make his presence in school inadvisable. Sick leave applies to absences resulting from illness of the teacher or a member of the immediate family. There shall be a limit of thirty (30) sick leave days per year for use by a teacher in relation to illnesses suffered by grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law and sister-in-law. There shall be no limit to usage for spouse, children, either biological or adopted, parents and grandchildren.

Other requests may be approved by the Assistant Superintendent for Human Resources.

- B. Each teacher shall be provided eight (8) sick leave days per year when the yearly contract goes into effect. Each year's unused portion of sick leave days shall accumulate to a maximum of one hundred and ten (110) days. Any teacher having more than 110 days was grandparented until that amount dropped below 110.
- C. If a teacher uses more than three sick days for the birth of a grandchild, the teacher may be required to provide a physician's statement that the grandparent is needed for the welfare of the grandchild or the parent of the grandchild.
- D. The Board shall have the authority to ask for medical verification whenever required by FMLA or when the district has a reason to suspect abuse of sick leave. Additionally, if a teacher is absent due to illness for five (5) consecutive work days or when the anticipated medical leave will extend beyond five (5) work days, the Board will ask for medical verification for the purpose of determining FMLA chargeability. An absence does not need to be chargeable as FMLA leave in order to exceed five (5) days.

A health care provider's statement that the teacher or teacher's family member is under medical care and the completion of U.S. Dept. of Labor form WH380 shall constitute adequate verification. A statement from the health care provider and a declaration by the teacher that he is choosing to substitute paid accrued leave for FMLA leave shall also constitute verification.

- E. When using available leave time, the principle of "A Day Is A Day" shall be employed. This principle operates under the premise that the length of the teacher's workday, no matter how long or short, is comparable to the length of another teacher's workday. A day for an individual teacher is as long as that particular day's work is regularly scheduled.
- F. Accumulated paid leave time will continue to be available for use in increments of days or half days. However, with prior administrative approval, leave time may be taken in one-hour increments (i.e., .17 of a day, except at the high school which will be .25 of a day in a trimester schedule). Any portion of an hour or class period will be charged as a full hour or class period.

Article XI - Sick Leave and Sick Leave Bank (Continued)

- G. Teachers scheduled to work irregular work schedules (varying lengths of day on varying days) will be granted paid leave days equal to all regularly scheduled teachers. The use of a day of available leave will be determined by the length of the day on which the leave is taken. In the event a teacher uses only one half the total time scheduled for a particular day, only one half day will be charged against his accumulated day account.
- H. During an unpaid leave a teacher receives no benefits except as required under the Family and Medical Leave Act (FMLA). An unpaid leave of absence not to exceed one year will be considered for health reasons without jeopardy to a tenure contract. The Board will grant automatically to the applicant any unused sick leave days that he has accumulated.
- I. All personnel who request leaves of absence during the school year for surgery or other medical treatment shall contact the Assistant Superintendent for Human Resources so that the required FMLA forms can be completed.
- J. Any teacher who is absent because of injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his regular salary for the duration of the illness and shall be charged against sick leave.

Sick Leave Bank

- K. To afford the maximum protection against a prolonged illness, the following sick leave bank shall be established for all teachers of the District, and each teacher covered by this Agreement shall participate as follows:
 - 1. Beginning each school year, each new teacher shall contribute one (1) day of his sick leave to the bank. In order to help establish the bank during the 1968-69 school year, the Board of Education donated sick leave days equivalent in number to those donated by the teachers.
 - 2. When the sick leave bank falls to below one hundred and fifty (150) days, the Board shall assess each teacher one (1) day of his sick leave.
 - 3. Additions to the bank may be made as required on September 15 or January 15 according to the above limitations.
 - 4. Any teacher on sick leave, having exhausted his own sick leave and personal days and after having waited three (3) days may apply to participate in the sick leave bank by filing an application in the office of the Assistant Superintendent for Human Resources.
 - 5. A maximum of one hundred eighty (180) days may be granted per appeal from the bank at 80% of his regular daily rate of pay. The Sick Bank Appeal Board may require that a teacher apply for LTD benefits as a condition for continued use of the sick bank. As soon as an individual qualifies for long-term disability insurance benefits, sick bank coverage shall cease.

Article XI - Sick Leave and Sick Leave Bank (Continued)

- (K.) 6. Upon recommendation of the Appeal Board, additional days may be granted at the discretion of the Superintendent and the Appeal Board.
7. Teachers withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
8. If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to be examined by two doctors of the Appeal Board's choosing to determine whether the illness is valid. The cost of such examination will be paid by the Board.
9. The Appeal Board may grant or suspend sick leave days from the bank. Their judgment and/or decisions will be final.
10. The sick leave Appeal Board shall consist of two (2) members of the Mt. Pleasant Education Association and two (2) representatives designated by the Board.
- L. The provisions and benefits of the sick leave bank terminate at the end of each school year. New requests must be submitted at the beginning of the next school year. If approved, the sick leave bank benefit will begin after the allotted eight (8) sick days have been used and the three (3) - day required waiting period has been met.
- M. Thirty percent (30%) of an individual's unused sick days shall be contributed to the sick leave bank upon his retirement or termination. The number of sick days in the bank shall not exceed five hundred (500) days.

Donated Sick Days

- N. Donated sick days may be granted to a teacher who is required for the essential care or recovery of an "immediate family" member. There shall be a limit of thirty (30) donated sick leave days per year for use by a teacher in relation to illnesses suffered by grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law and sister-in-law.

There shall be no limit to usage for spouse, children, either biological or adopted, parents or grandchildren. Other requests may be approved by the Assistant Superintendent for Human Resources.

1. Donation of Sick Days to Individuals:
- a. A teacher may volunteer to donate one or more of his own sick days in whole day increments, up to 10% of his accumulated sick days, to any individual who qualifies under the guidelines listed below.
 - b. Any teacher with fewer than fifty (50) sick days is ineligible to donate days.
 - c. The decision to donate sick days is irrevocable. The individual donating days will complete a Sick Day Donation Form.

Article XI - Sick Leave and Sick Leave Bank (Continued)

- (N. 1.) d. Unused sick days for each individual case will not be charged.
2. Eligibility: The decision to grant use of donated sick days may be based in part on, but not limited to, any of the following:
- a. Review of other options available for the care of the immediate family member.
 - b. Determination of the seriousness of the case by the Appeal Board defined in section N. 3.h of this Article.
 - c. Information provided by doctor(s) as to the need for care of the individual.
 - d. The teacher must sustain a five (5)-day unpaid waiting period after exhausting all of his own sick and personal days.
3. General Information:
- a. The individual requesting donated sick days must apply to the Assistant Superintendent of Human Resources.
 - b. If approved by the Appeal Board for use of donated sick days, the teacher must remain in contact with the office of the Assistant Superintendent for Human Resources on a weekly basis.
 - c. Request for use of donated sick days will require the completion of Family and Medical Leave Act forms.
 - d. Insurance benefits will continue while the teacher is utilizing donated sick days.
 - e. A maximum of one hundred eighty (180) days may be granted per appeal from the donated days. The teacher will receive 80% of his/her regular daily rate of pay.
 - f. If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to provide additional information from two doctors of the Appeal Board's choosing to determine whether the care of the "immediate family" member is required. The cost of such examination will be paid by the Board.
 - g. The Appeal Board may grant or suspend donated sick leave days. Their judgment and/or decisions will be final.
 - h. The Appeal Board for donated sick leave shall consist of two (2) members of the Mt. Pleasant Education Association and two (2) representatives designated by the Board.
 - i. The provisions and benefits of donated sick days terminate at the end of each school year.

Article XI - Sick Leave and Sick Leave Bank (Continued)

(N. 3.) j. Donated days shall be charged in the following manner: The teachers who donate will be placed on a list in descending order of accumulated sick days. One day at a time shall be charged from each donating teacher as needed, starting with the teacher who has the greatest number of accumulated sick days.

For example:

Teacher	A	B	C
Accumulated Sick Days	110	85	50
# of days each donates is	8	3	5
if 5 days are needed, they will be charged as follows:			
	-1	-1	-1
	-1	-1	

Teacher A would actually be charged only 2 donated days; the other 6 are not charged and remain in teacher A's accumulated sick days.

ARTICLE XII

LEAVES OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period compensated under Article XI shall be granted a leave of absence without pay for up to two years or as allowed under State Statute. Upon request, an extension may be granted by the Board. Upon return from sick leave, a teacher shall be assigned to the same position if available, or if not available a substantially equivalent position.
- B. Leave of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

- 1. **Professional and Personal Days**

- At the beginning of each school year, each teacher shall be granted one (1) professional day and four (4) personal days.

- a. The use of personal or professional day(s) shall be subject to the approval of the Assistant Superintendent for Human Resources if the day(s) requested are prior to or following holidays and vacations. November 15 and the days associated with CMU's break shall not be included in the definition of holidays and vacations for purposes of this paragraph. The standard procedure is to grant this request for an individual only once in three years.
 - b. There will be no loss of leave days or pay to teachers who pre-arrange personal or professional absences when schools are closed because of inclement weather, unless additional salary expense has been incurred or if professional absence occurs. Attempts will be made to cancel financial obligations.
 - c. Unused personal days from the prior year shall accumulate as sick days.

- A personal day(s) may be used for any matter at the discretion of the teacher. Notification shall be given at least 24 hours in advance except in cases of emergency. "Emergency" shall include but not be limited to an illness for a teacher who has no remaining sick days.

- d. Unused professional days shall accumulate as professional days up to a maximum of five (5) days. This maximum shall not apply to teachers hired prior to July 1, 2009, until their total number of accumulated professional days drops below five. If a teacher has used his accumulated professional days and wants to participate in a professional development activity which supports the district strategic plan or the building school improvement goals related to student achievement, a school business day(s) may be granted.
 - e. A professional day(s) may be used for any educational purpose that will enhance the instructional skills of the teacher in his area(s) of certification. Notification should be made at least one week in advance of a planned absence. The teacher

Article XII - Leaves of Absence (Continued)

- (B. 1. e.) will indicate on the Leave Report or Request Form how the Professional Day will be used.

Examples of acceptable uses include, but are not limited to, the following:

- Conferences and Workshops that will enhance the instructional skills of the teacher and/or enhance the educational outcomes of the school building, department, grade or class.
 - A college or university class or conference as part of a planned course of study necessary to attain and/or maintain a professional or provisional teaching certificate.
 - Other district programs and activities and curriculum work focused on improving instruction. Assessment testing is an acceptable use.
 - School visitations to gather information or experience in curriculum, educational programs or teaching methods being utilized in the school(s) visited.
 - District meetings.
 - Mentor day(s).
- f. Teachers intending to use a professional day(s) will submit the request in writing to the Assistant Superintendent for Human Resources. The Assistant Superintendent will take into consideration the intent of Section B of this Article and the explanation of the teacher of the educational impact of the proposed use. If the Assistant Superintendent for Human Resources believes that a particular use of a professional day is not in accord with this Agreement, the situation will be reviewed with the teacher and the Association. A professional day may be denied based only on the particular use intended for the professional day or on the basis of paragraph a of Section B.1. The Assistant Superintendent will notify the teacher and the principal of the approval or denial of the request within two business days of receipt of the request. A copy will be maintained in the teacher's personnel file.
- g. Extension of travel time to participate in school conferences or visitations as designated within the professional day(s) may be granted on request to the Assistant Superintendent for Human Resources.
- h. Professional days used to visit ongoing programs and demonstrations at conferences will be followed by formal feedback to staff.
- i. The Board of Education encourages teachers to participate in local and state conferences which are designed to enhance professional performance. A bank of ¼ day per full-time teacher shall be held (non-cumulative) for teacher

Article XII - Leaves of Absence (Continued)

- (B. 1. i.) participation, used in conjunction with professional days as granted in B.1., providing no additional expenses shall be incurred by the Board. Each building or department staff shall develop policies for use of such days.

2. **Bereavement Leave**

A maximum of five (5) school days for the death of a spouse, father, mother, grandparents, father-in-law, mother-in-law, children, grandchildren, brother, sister, brother-in-law, and sister-in-law. Additional time may be granted at the discretion of the Superintendent or his designee.

Three (3) school days for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance. Extensions may be granted by the Superintendent or his designee.

3. **Military Deployment**

Up to three (3) school days for military families as needed to attend deployment or return-from-deployment for a spouse, parent or child who is being deployed or returning from an overseas deployment. A teacher may utilize this leave only one time during a school year. "Overseas deployment" means deployment to a foreign country or at-sea assignment in excess of six (6) months.

4. **Jury Duty**

Absences for jury duty; compensation received (not to include expense reimbursement), other than from the Board for such service, shall be submitted to the Superintendent or his designee.

5. **Court Appearance**

Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is required to attend any proceeding. Compensation received (not to include expense reimbursement), other than from the Board for such service, shall be submitted to the Superintendent or his designee.

6. One (1) day to take the selective service physical examination.

C. **Study and Research Leave**

Leaves of absence without pay, not to exceed one (1) year may be granted to tenured teachers upon application for the purpose of study and research.

Upon return from such leave, a teacher shall be placed in the same position on the salary schedule as he would have been had he taught in the district during such period; e.g., a teacher on step 5 before the leave would be placed on step 7 upon return from the leave.

D. **Disability Leave -- Anticipated Disability Leaves-- Preliminary Provisions**

Any teacher who anticipates undergoing a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth and in the Family and Medical Leave Act (FMLA), in which instance such leave of absence shall be chargeable to the sick leave account of said teacher.

Request for leave based on claim of anticipated disability:

1. Any teacher who desires to continue in the performance of his duties during a period expected to lead to a state of disability shall be permitted to do so provided said teacher is physically capable of continuing to perform his duties and further stating up to what date, in the opinion of his physician, the teacher is capable of performing said duties.
2. All policies, practices, rules and regulations applicable to teachers who are granted sick leave shall be applicable to all teachers applying for leave under Section A of this regulation and policy. Such teachers shall receive no lesser consideration than any other teacher nor shall they receive any greater consideration.
3. The teacher requesting a leave under the provisions of this Section D shall specify in writing the date on which he wishes to return to employment following recovery from said disability. Such requests shall be accompanied by a doctor's statement certifying the teacher is able to return to work.
4. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time provided, however, the teacher provides a doctor's statement recommending the extended leave time.
5. The provisions of this regulation and policy shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any certificated teacher beyond the end of the contract school year in which the leave is obtained.

E. **Child Care Leave**

A teacher (male or female) shall be entitled upon request to a leave of up to one year, without pay, to begin at any time between the birth of a child and six months thereafter.

F. **Adoption**

A teacher adopting a child (i.e., one (1) year of age or less) shall be entitled upon request to a leave without pay to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements of adoption.

Article XII - Leaves of Absence (Continued)

G. **Leave for Exchange/Military Teacher Programs, Peace Corps, Foreign Teaching Programs**

An unpaid leave of absence up to one year shall be granted to any teacher for the purpose of participating in exchange teacher programs in other states, territories, or countries; military teaching programs; Peace Corps; teacher corps; or job corps as a full-time participant in such a program provided the teacher states his intention to return to the Mt. Pleasant School system. Upon return from such leave, a teacher shall be placed in the same position on the salary schedule as he would have been had he taught in the district during such period; e.g., a teacher on step 5 before the leave would be placed on step 7 upon return from the leave.

An unpaid leave of absence for up to one year may be granted to any teacher for the purpose of participating in foreign teaching programs or a cultural travel or work program related to his professional responsibility provided the teacher states his intention to return to the Mt. Pleasant School system. Time spent on such leave shall not count toward a step on the salary schedule;

e.g., a teacher on step 5 before the leave would be placed on step 6 upon return from the leave.

These leaves will not be extended more than once. Any waiver of this plan will be by mutual agreement between the Association and the Board.

H. Teachers who are officers of the State Association or are appointed to its staff, shall, upon proper application, be given leave of absence for one (1) year without pay for the purpose of performing duties for the said Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank; e.g., a teacher on step 5 before the leave would be placed on step 7 upon return from the leave.

I. **Military Leave**

Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States until expiration of the first enlistment or the duration of the national emergency. Such teachers shall be restored to employment with the District and shall be given the benefit of any increments, provided that such teachers report for teaching assignments at the outset of the semester/trimester, immediately following such discharge from service; e.g., a teacher on step 5 before a one-year leave would be placed on step 7 upon return from the leave. Nothing in this section shall limit the rights accorded under the Uniformed Services Employment Reemployment Rights Act (USERRA).

J. **Leave for Public Office**

A teacher elected or selected for a full-time public office which takes him from his teaching duties with the school system shall, upon prior written request, receive a leave of absence without pay for the term of such office or two (2) years, whichever is less. Unless such teacher returns within the time limit specified hereinbefore, such leave of absence shall terminate unless it has been renewed for a specific period with the approval of the Superintendent.

K. **General Leave**

A teacher upon written request submitted at least thirty (30) days in advance shall be granted a leave of absence for a full semester or full school year provided there is a teacher on layoff who can be returned to work in the teacher's position and granting the leave would result in a net cost savings to the school district considering all costs attendant to the leave and return from leave. The teacher must begin and return from the leave at the end of a semester. Seniority will continue to accumulate while on this leave.

L. **Partial Leave**

If the board grants a teacher a partial leave from his teaching assignment, he shall have the full rights to claim that maximum teaching assignment at the assignment meeting for the next school year. At this assignment meeting, the teacher shall not be considered displaced unless his position is not available; i.e., his position is held by a person with greater seniority or his position no longer exists.

M. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education.

N. The leaves established in sections C, E, F, G, H, I, J, K, AND L of this article shall be subject to the following conditions.

1. All leaves of absence shall be for the remainder of a trimester, semester or school year, or full trimester, semester or school year at the option of the teacher, unless otherwise arranged with and approved by the Board.
2. Return to employment upon expiration of leave is subject to the provisions of Article IV, "Vacancies, Staffing Procedures, Layoff and Recall."

ARTICLE XIII

TEACHING CONDITIONS

A. Physical Environment

1. The parties recognize that the availability of optimum facilities for both pupil and teacher is desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach. The organization of the school and the school day should be directed to insuring that the energy of the teacher is primarily utilized to this end.
2. The Board shall make available the following provisions for special services, i.e., school psychologist, speech therapists, physical therapist, consultants for hearing impaired and emotionally impaired, testing services: (1) rooms which may be smaller than standard classroom size, e.g., to accommodate ten students and the teacher; and (2) equipment and materials for such special services centrally located in each building.
3. The Board shall make available in each school a lunchroom-lounge and separate lavatory facilities for staff use.
4. Telephone facilities shall be made available to teachers for their reasonable use and in a location most convenient for the majority of teachers.
5. The Board of Education shall make every effort to provide safe and clean buildings. Any known unsafe conditions are to be brought to the attention of the building administrator as soon as possible. The building administrator shall investigate and then initiate corrective action where appropriate to ensure the safety of students and staff as soon as possible. The Board shall notify the staff of any known hazard to their health and safety.
6. The Board agrees to provide adequate storage for musical instruments and to provide carts to help move equipment from room to room.
7. In his classroom, every teacher shall have access to a working computer that is capable of operating independently of the network. If a teacher operates a computer independently of the network, the teacher will be responsible for maintaining access security and backup data for the hard drive.
8. The district shall make arrangements by the first day of school to insure reasonable parking space for teachers who travel to Sacred Heart Academy.

B. The School Day

1. A teacher shall recognize his obligation to be prepared to meet his classes, shall arrive in sufficient time to be prepared to meet his responsibilities to his classes, and remain for a reasonable amount of time after the close of the pupil's day, or after his last teaching assignment to make suitable preparation. The suggested arriving and leaving

Article XIII - Teaching Conditions (Continued)

- (B. 1.) times for ll teachers shall be thirty (30) minutes prior to their first assignment and following their last teaching assignment. When an administrator notifies a teacher in writing of a parent request for a meeting or conference, the teacher shall, within three (3) school days, meet with the parent or have scheduled a meeting for a later date and notify the administrator of the scheduled meeting. If a mutually acceptable date cannot be reached, the administrator shall, within the next five (5) school days, establish a meeting date and time during the teacher’s work day or within thirty minutes before of after the work day.
2. It is understood that on Fridays, and on days preceding holidays, teachers shall be free to leave the school building at the time of the pupils' dismissal or as soon as teachers have ascertained that satisfactory arrangements have been made for pupils to reach home by walking, busing, or parent pick-up. In case of inclement weather, teachers shall be free to leave the school building at the time of the pupils' dismissal when the teachers have ascertained by checking with the building principal that satisfactory arrangements have been made for pupils to reach home by walking, busing, or parent pick-up.
3. The work day in the elementary schools shall not exceed 424 minutes. Supervisors of elementary recess shall be paid the amount specified in Schedule B. In the event no teacher accepts the Schedule B position, the teachers in the building shall cooperatively schedule recess responsibilities shared by all teachers. In Title I buildings, the Title “room” will be scheduled on the recess rotation schedule for one slot. Special Education teachers will fill one slot in the rotation. Special Education teachers who travel between buildings will not be required to participate in recess rotation on days when they travel. Every attempt shall be made to schedule the elementary "specials" (library, music, physical education, and art) and recess responsibilities so that each elementary teacher may have one break each student instruction day unless the teacher(s) requests otherwise.

The following shall be designated as duty free/prep time for teachers of Grades 1-4:

Grade 1-4	per week
	Two 30-minute Physical Ed. Sessions
	One 56-minute Art Session
	Two 30-minute Music Sessions
	One 30-minute Library Session
	Recesses totaling 30 minutes per day *

* These blocks are duty-free except when the teacher is participating in the recess duty program described in Article XIII B.3.

Article XIII - Teaching Conditions (Continued)

- (B. 3.) The following shall be designated as duty free/prep time for teachers of Grades **5 - 6:**

Grade 5 - 6	per week
	Two 40-minute Physical Ed. Sessions
	Two 40-minute Art Sessions
	Two 40-minute Music Sessions
	Two 40-minute Computer Sessions
	One 30-minute Library Session
	No Scheduled Recesses

Sessions will not usually be made up due to inclement weather, assemblies, etc.

- The following shall be designated as duty free/prep time for teachers of kindergarten **DK-K:**

Grade DK-K	per week
	Two 30-minute Physical Ed. Sessions
	Two 30-minute Music Sessions
	Two 30-minute Music or PE Sessions
	One 30-minute Library
	Recesses – Teacher's Option *

* Grades DK and K teachers may supervise their own classes or participate in the building recess duty rotation.

There shall be no departure from these norms except by mutual agreement between the Board and the Association.

4. Teachers are responsible for maintaining regular hours of work at their assigned schools on all duty days unless otherwise directed by the administration.
5. All elementary teachers shall have a duty-free lunch period of not less than forty (40) minutes. All senior high teachers shall have a duty-free lunch period of not less than thirty-five (35) minutes, and West Intermediate teachers shall have a duty-free lunch period of not less than forty-six (46) minutes. Oasis teachers shall have a duty-free lunch period of not less than forty-five (45) minutes. All lunch periods include one passing time.
6. The normal work day at West Intermediate and Mt. Pleasant High School shall not exceed 424 minutes. At Mt. Pleasant High School, if curriculum is delivered in a trimester schedule, four (4) sections per day shall constitute full time. On an annual basis twelve (12) sections shall constitute a full time assignment. If curriculum is delivered in a semester schedule, five (5) sections per day shall constitute full time. At West Intermediate, six (6) sections per day shall constitute full time except that one section is a team preparation period for teachers of core classes.

Article XIII - Teaching Conditions (Continued)

- (B. 6.) On a normal workday high school preparation time shall be at least 52 consecutive minutes per day. West Intermediate preparation time shall be at least 42 consecutive minutes per day. Preparation time in a trimester schedule shall be at least the number of minutes allotted to a normal class period. Student passing time is not to be included in this calculation.

The normal work week at Oasis Alternative School shall not exceed 2,120 minutes, including a minimum of 235 minutes of preparation time. If curriculum is delivered in a trimester schedule at Oasis, preparation time per week shall be at least five (5) times the number of minutes allotted to a normal class period.

Members assigned to non-traditional positions may flex their schedules so as not to exceed 2,120 minutes per week, including a minimum of 235 minutes of preparation when appropriate.

The teacher's workday shall follow the normal student day. Any deviation from this schedule shall be by mutual agreement of the Board and the Association.

7. When curriculum is delivered in a trimester schedule at the high school level and in a semester schedule at West Intermediate, the following teaching loads shall constitute full time for teachers who travel between West Intermediate and the High School:

#MPHS Trimesters		#WI Semesters			
1	8 %	10	83%	91%	FULL TIME
2	17%	9	75%	92%	FULL TIME
3	25%	8	67%	92%	FULL TIME
4	33%	7	58%	91%	FULL TIME
5	42%	6	50%	92%	FULL TIME
6	50%	5	42%	92%	FULL TIME
7	58%	4	33%	91%	FULL TIME
8	67%	3	25%	92%	FULL TIME
9	75%	2	17%	92%	FULL TIME
10	83%	1	8%	91%	FULL TIME

Article XIII - Teaching Conditions (Continued)

- (B 7.) When curriculum is delivered in a trimester schedule at the high school level and at West Intermediate, the following teaching loads shall constitute full time for teachers who travel between West Intermediate and the High School:

#MPHS Trimesters		#WI Trimesters			
0	0 %	18	100%	100%	FULL TIME
0	0%	17	94%	94%	
1	8%	16	89%	97%	FULL TIME
2	17%	15	83%	100%	FULL TIME
2	17%	14	78%	94%	
3	25%	13	72%	97%	FULL TIME
3	25%	12	67%	92%	
4	33%	11	61%	94%	
5	42%	10	56%	97%	FULL TIME
6	50%	9	50%	100%	FULL TIME
6	50 %	8	44%	94%	
7	58%	7	39%	97%	FULL TIME
8	67%	6	33%	100%	FULL TIME
8	67%	5	28%	94%	
9	75%	4	22%	97%	FULL TIME
10	83%	3	17%	100%	FULL TIME
10	83%	2	11%	94%	
11	92%	1	6%	98%	FULL TIME
12	100%	0	0%	100%	FULL TIME

Each High School trimester section equates to .083 FTE.
 Two High School trimester sections equate to .167 FTE.
 Three High School trimester sections equate to .250 FTE.

Each West Intermediate semester section equates to .083 FTE
 Each West Intermediate yearly section (2 semesters) equates to .167 FTE

Each West Intermediate trimester section equates to .056 FTE.
 Two West Intermediate trimester sections equate to .111 FTE.
 Three West Intermediate trimester sections equate to .167 FTE.

Article XIII - Teaching Conditions (Continued)

(B 7.) Elementary teaching assignments shall be equated as follows:

K-4 Music and PE	.022 FTE per 30-minute section
K-4 Art	.040 FTE per 56-minute section
5-6 Art, Music, Computers and PE	.028 FTE per 40-minute section

For teachers who travel between West Intermediate and Grade 5-6 buildings, thirty (30) sections per week shall constitute full-time.

For those teachers whose schedule consists of nine (9) thirty-minute sections per day or for teachers who travel between multiple grade levels (i.e., secondary and elementary) and who must travel between buildings more than twice a week, the teacher's schedule shall be reduced by one (1) thirty-minute section each time he travels beyond the two initial travel times. For example, a teacher assigned ten thirty-minute elementary sections (22%) and one section at MPHS (20%) = 42%. If that teacher must travel five times per week, three travel times would count as three thirty-minute sections (6.6%), bringing the teacher's total paid assignment to 48.6%.

For the purpose of calculating "Full-time" for art, music, physical education and computer teachers, the assigned class period sessions shall conform to the following:

No more than seven 40-minute sessions per day and 1400 minutes per week.

No more than nine 30-minute sessions per day and 1350 minutes per week.

No more than five 56-minute sessions per day and 1400 minutes per week.

For teachers traveling between K-4 and 5-6 buildings, "Full-time" shall be 1400 minutes per week. If the teacher is scheduled for less than 1400 minutes per week and the percent of time is greater than 94% of 1400 and no other class can be placed in the teacher's schedule without exceeding 100%, that teacher shall be considered to be "full time."

It is understood that the concepts and parameters of the schedule developed by the district approved committee will be used for the duration of the Master Agreement. That schedule may be altered only by mutual agreement of the parties.

In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter school travel. Mileage related to the work assignment shall be compensated at the current IRS business mileage rate. Such teachers shall be notified of any changes in the schedules by June 30 of each year.

On school days with altered schedules, part-time teachers shall be required to report only during those class times to which they are normally assigned. Any deviation of the schedule must be mutually agreed upon between the teacher and the building administrator in the event the teacher is unable to attend the altered class time.

Article XIII - Teaching Conditions (Continued)

- (B.) 8. A teacher shall be ready to assume one voluntary extra-curricular activity which is not part of the extra pay for extra duty policy. If a teacher does not assume one voluntary activity, one may be assigned to that teacher. A teacher may not be involuntarily assigned to an unpaid extra duty that is expected to exceed five (5) hours. Performance of such activities shall not be included in a teacher's evaluation.
9. A teacher shall recognize his professional responsibility to attend and/or participate in PTA meetings. Teachers shall attend an Open House at the beginning of each year as scheduled in the calendar of the Master Agreement. Teachers shall attend parent-teacher conferences as scheduled in the calendar of the Master Agreement. When a teacher is unable to attend a scheduled conference time or is unable to meet with all parents in attendance during that time, the Administration will provide a form (mutually agreed to by the Association/Board) for parents to indicate their desire to meet with the teacher. Teachers will document on this form their efforts to contact the parents.
10. Teachers shall remain after the close of the pupils' day without additional compensation on two days each month to attend meetings called by the school principal. Such meetings shall last no longer than one hour and shall begin no later than ten minutes after the last regularly scheduled class. Teachers may place appropriate educationally related items on the agenda.

If the principal and the majority of the staff, as determined by secret ballot vote conducted within the first two weeks of the school year by the MPEA and administration, prefer to hold any of these meetings before school, they may do so with all staff members required to attend.

Once meetings are scheduled, the date or time of individual meetings may be changed by a majority vote of the staff. If a teacher has a conflict due to a change in a meeting date, the teacher shall not be required to attend the meeting.

11. The Association and the Board agree that some supervisory responsibilities shared among secondary teachers on an equitable basis are necessary at school functions. The principal shall apprise the staff concerning which of these events teachers will be expected to attend and from which teachers may be excused.
12. Secondary school teachers shall not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations in any one semester. Secondary special education teachers may have more than two (2) subjects and/or three (3) preparations in any one semester. . If curriculum is delivered in a trimester schedule at the high school level, teachers shall not be required to teach more than three (3) preps in any trimester.

During a school year a teacher shall not be required to teach more than eight (8) courses that have unique sets of curriculum content outcomes.

Article XIII - Teaching Conditions (Continued)

- (B. 12.) If curriculum is delivered in a trimester schedule at the high school level, teaching schedules will be developed to provide the same number of sections for each trimester. e.g.: 2-2-3 OK but not 4-3-0 or 3-3-1, etc., without written mutual agreement of the teacher, the Board and the Association.
13. Exceptions to the provisions of item 12 above may be made if: (a) the teacher will give his written consent; and (b) the parties agree that it is in the best interests of the educational process.
14. Elementary teachers shall be guaranteed preparation time during the time when specialized teachers are with their students including library.
15. All teachers shall utilize their preparation time according to their own professional judgment. It is expected that teachers will normally be at the work site during the contractual day; for example, those teachers assigned a first or last period preparation time will normally be at the work site. It is expected for health and safety reasons that teachers notify the office when they leave the building during their preparation time. It is understood that teachers will not use their preparation time for outside gainful employment.

C. **Alleviation of Crowded Conditions**

1. The Association and the Board recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality education that is the goal of both the Association and the Board.
2. Every effort shall be made to accommodate each child in his neighborhood setting. Whenever an overload occurs, beyond the maximum listed in Article XIII C.3, after the fifth school day of the beginning of the semester/trimester, paraprofessional time shall be provided. A classroom overload of one student shall constitute the need for one hour per day of paraprofessional time.

In lieu of any or all of the aide time, the teacher may opt to receive in salary an amount equivalent to the cost of the aide's hourly rate. In the event that a paraprofessional cannot be hired after the position has been properly posted, the District will have the option of paying the teacher instead of providing the paraprofessional. Once an overload exists, it exists until the teacher is notified that a student has been removed from the class list. During the time that the overload exists, every day that counts toward state-funded student instruction time, regardless of whether the daily schedule has been altered, shall qualify for overload aide time or pay. The administration shall be responsible to submit to payroll the information necessary for overload payment.

Teachers shall not be required to turn in further documentation of overloads beyond the teacher's initial confirmation of the initial overload. Once an overload occurs and until written notice of its end is provided, any overload that exists beyond the fifth day of a semester/trimester shall require compensation to the teacher retroactive to the first day of the overload. Overloads that existed prior to the fifth day of the semester/trimester but did not continue beyond the fifth day shall not require compensation.

Article XIII - Teaching Conditions (Continued)

3. Because the pupil-teacher ratio is an important aspect of an effective educational program, every effort will be made to maintain classroom loads within the following maximum standards and to minimize the inequities within the elementary school to the extent possible except in traditional large group instruction or experimental classes where teachers have voluntarily agreed to exceed these maximums. After the fifth school day of the beginning of the semester/trimester, the Association president will be notified of any overloads that remain and will be notified of any subsequent overloads. Unless reasonably unavoidable, the maximum number of pupils per secondary teacher per day shall not exceed five (5) times the maximum number established below. (e.g.: 5 * 30 or 150 per math teacher.) There shall be an overload limit of two (2) in any classroom except for the following elementary classroom conditions:

- When a student(s) in an elementary classroom that is already at the contractual overload limit becomes certified for special education services, the two-student overload limit may be exceeded only for that/those student (s);
- When an elementary classroom has one (1) seat available below the contractual overload limit, a special education student may be added to the classroom, thereby exceeding the overload limit by one (1) for that classroom.

In all the cases above where exceptions to the Maximum Pupil numbers below are allowed, the contractual overload compensation shall be provided. If curriculum is delivered in a trimester schedule at the secondary level, the maximum number of pupils per day shall not exceed four (4) times the maximum number of established below. (e.g.: 4 * 30 or 120 per math teacher.)

a.	<u>Elementary Schools</u>	<u>MAXIMUM PUPILS</u>
	Developmental Kindergarten	22 w/one parapro if # >20
	Kindergarten	26 w/one parapro if # >23
	Combination DK/K	24 w/one parapro if # >20
	Grade 1	26 pupils
	Grades 2 - 3	27 pupils
	Grades 4 - 6	29 pupils
	Combination Grades	24 pupils
	Multi-Age Classrooms	Lower Grade Max #
b.	<u>Secondary Schools</u>	<u>MAXIMUM PUPILS</u>
	Honors	25 pupils
	English	28 pupils
	Social Studies	30 pupils
	Mathematics	30 pupils
	Science	28 pupils
	Foreign Language	30 pupils
	General Education	30 pupils
	Speech	28 pupils
	Reading Improvement	15 pupils
	Sr. High Reading Lab/Resource Room	**

Article XIII - Teaching Conditions (Continued)

(C. 3. b.)	Music (General)	32 pupils
	Band	**
	Chorus	**
	Choir	**
	Art	30 pupils
	Health and Hygiene	30 pupils
	Physical Education	38 pupils*
	English Writing Courses	25 pupils
		<u>MAXIMUM PUPILS</u>
	Low Level Science	25 pupils
	Low Level English	25 pupils
	Low Level Math	28 pupils

*Over 38 and up to 50 to be determined by mutual agreement of instructor and principal.

**To be determined by mutual agreement of instructor and principal.

No overloads shall be scheduled in a class that requires work stations. In the event a work station becomes inoperable, the administration will have five (5) school days to either provide a workable station(s) or reduce the class size to match the number of operable work stations.

- c. Certified School Counselors
For up to 450 students at each secondary building, there shall be at least one counselor. For every 100 students over 450, there shall be at least an additional .2 FTE counselor.
- d. Psychologists Two (2)
- e. Special Education
Maximum class sizes for the special education programs shall not exceed guidelines as established by the State of Michigan Department of Education except for State approved deviations and/or waivers. When certified special education or bilingual elementary students are integrated in regular classes for half time or more, they will be counted as a double membership on class rolls. When a special education student is placed in a regular DK-6 classroom for less than half time, the student will be counted as one for the time the student is in the regular education classroom.

Example 1: If the special ed student is scheduled in the room less than half time(+1) and another student is scheduled out of the room for the same amount of time (-1) for special services such as reading with the resource room teacher, then the count remains unchanged.

Article XIII - Teaching Conditions (Continued)

- (C. 3. e.) Example 2: If a special ed student is in the room less than half time (+1) for one hour, and another student is scheduled out of the room for 15-20 minutes of that time, the count is increased by 1 for the special ed student during the hour the student is scheduled in the DK-6 room. The 15-20 minute absence of the second student is not enough to balance the +1.

If the regular education classroom teacher has an overload for a portion of a day, the overload aide time/pay is prorated.

The way that students are counted for purposes of determining student overload counts for DK-6 regular ed teachers should NOT be confused with the way students are placed on caseloads for purposes of determining student count for the State.

At the beginning of each school year, every effort shall be made to distribute special needs students evenly within elementary building classrooms at each grade level.

The Association and Board shall establish a joint committee consisting of three appointees for each party to review the speech therapists' caseloads in order to assure that severity is being considered a factor in determining speech caseloads. The committee shall be charged to report its findings in writing to the Association and the Board by November 1, 2009.

- f. The Association shall be notified of all applications for deviations and/or waivers and shall be provided with copies of all completed applications for deviations and/or waivers. Such notice and copies shall be provided at the time the application is made. In addition, the administration shall provide the Association with the rationale for the deviation and/or waiver.

- g. Exploratory Classes

Because of the nine (9) week or twelve (12) week rotation of these classes, the class size shall be equal. No class shall exceed the maximum number of twenty-four (24) students. The class load for exploratory teachers shall be six (6) times the maximum number of students per class.

- h. Pre-vocational and Vocational Classes

After the Fourth Friday, maximum class sizes for pre-vocational and vocational classes shall not exceed guidelines as established by the State of Michigan Department of Vocational Education nor shall they exceed the number of work stations in the classroom.

D. **Instructional Staff Assistants (ISAs)**

The Board agrees to engage an instructional staff assistant (ISA) for thirty-six (36) hours weekly for the Mt. Pleasant High School, with work to be done within three (3) days, (simple copy work to be done within 24 hours) and seventeen and one-half (17.5) hours weekly for the West Intermediate School to relieve teachers of non-teaching responsibilities. For each elementary school the Board agrees to engage one (1) ISA for thirty (30) hours weekly. The best use of the ISA time shall be determined jointly by the certified staff and the principal of each elementary building at the first staff meeting of each school year. These instructional staff assistants will also assist with the end of the year audio-visual inventory. Plans for the orientation of ISA's and their substitutes, which will enable both ISA's and staff to work together more effectively, shall be formulated cooperatively within the individual buildings. When an instructional staff assistant is absent from his assigned duties, a substitute shall be hired unless the building requests otherwise.

E. **Building Budget/Expenditures for Supplies**

Building/program budgets are allocated from the total funds available on a per student basis. All expenditures, including those for supplies, are to be determined by site based decision making.

If any item is ordered by a teacher and is not received, those funds remain available to that teacher within that budget year.

ARTICLE XIV

COORDINATORS

<u>DEPARTMENTS:</u>	<u>BUILDING (WI)</u>	<u>BUILDING (MPHS)</u>	<u>K-12</u>
	English	English	Health & Phys Ed.
	Mathematics	Mathematics	Art
	Science	Science	Trades & Industry
	Social Studies	Social Studies	Business
			Home Economics
			Counseling
			Special Education
			1 Elem.
			1 West Int.
			1 HS
			1 Speech Path.
			Foreign Language
			Music

- A. A department shall consist of at least three (3) FTE (Full-time Equivalent) persons teaching in the same academic area.
- B. A Coordinator shall be elected by majority vote of department members, subject to approval by the Superintendent. The appointment shall be for a period of three (3) years. The building department coordinators shall report to the principal. K-12 coordinators shall report to the Assistant Superintendent for Curriculum and Instruction or other appropriate supervisors.
- C. All coordinators shall exercise such coordinating functions and serve as liaison between the teachers of the department, the school administration, and PSC. Key purposes of the coordinators include promoting and assisting in the development of K-12 curriculum, and coordinating and facilitating group decision making. At the first coordinators' meeting in the fall, secondary building principals shall provide all coordinators with copies of the building budget and monthly updates at each coordinators' meeting. Each elementary principal/special ed director/Title director shall provide a copy of the building budget and monthly updates to all teachers in the building / department / program.

Specific responsibilities to be performed include the following:

- *Chair regular department meetings (approximately one per month);
- *Assist in textbook/program review and selection, where appropriate;
- *Prepare department budget requests;
- *Assist new teachers in the department;
- *Assist teachers with information on standardized testing;
- *Serve as a liaison with sales and/or educational representatives;
- *Advise supervisors of department decisions regarding department conference/travel requests;
- *Assist substitute teachers, when feasible;
- *Act as resource person for teachers, administrators and PSC;
- *Report to and keep appropriate principal informed of department matters;
- *Serve on appropriate five-year cycle review committee;
- *Complete other mutually agreed upon functions.

Article XIV - Coordinators (Continued)

- (C.) Such department coordinators shall not be considered as supervisory teachers, nor shall they perform any supervisory duties.
- D. Anyone elected as a building/K-12 department coordinator, whether as a permanent assignment or merely as acting coordinator, shall be compensated according to the following schedule based on the number of teachers including himself:
 - 1. 3.0% of BA Step 1 for those departments having 3 through 5 teachers.
 - 2. 3.4% of BA Step 1 for those departments having 6 through 9 teachers.
 - 3. 3.8% of BA Step 1 for those departments having over 9 teachers.
- E. Mileage allowance shall be given for travel to elementary schools to assist and consult when requested by administration.
- F. In lieu of a stipend, one (1) period of released time per day may be made available annually to a department coordinator for carrying out department responsibilities upon written request to the superintendent by March 1 of each year and approval by the superintendent by the third Monday of March of each year.
- G. Each coordinator will be provided with up to two half-days of released time per school year to complete any of the duties described above.

ARTICLE XV

PROFESSIONAL BEHAVIOR AND ACCOUNTABILITY

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- B. The Board recognizes that the Code of Ethics of the Educational Profession is considered by the Association and its membership to define acceptable criteria for professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic absences, intentional neglect of teaching performance or other violations of professional responsibilities by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of professional behavior or infractions of rules, regulations or directions shall be promptly reported to the offending teacher and to the Association in writing. The Association will use its best efforts to correct alleged breaches of such behavior by any teacher and, in appropriate cases, may institute proceedings through established Association structure against the offending teacher.
- D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded or warned for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- E. No tenured teacher shall be reprimanded or reduced in rank or compensation, or deprived of any professional advantage. Just cause is not required for the nonrenewal of a probationary teacher or for discipline or termination of a probationary teacher. Any such reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance, asserted by the Board or representative thereof, shall be subject to the professional grievance procedure herein set forth. All information forming the basis for such action shall be made available to the teacher and the Association. The basis for a grievance on the content of an evaluation shall be whether the evaluation is arbitrary, capricious, or not founded on fact.
- F. No bargaining unit member will be asked or allowed to evaluate other bargaining unit members. If asked, teachers may provide input on the quality of work of non-bargaining unit members.

ARTICLE XVI

SUBSTITUTE TEACHERS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number to call before 6:30 a.m. whenever possible to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Where a substitute is needed for more than one day, efforts will be made to provide continuity.
- B. Whenever possible, qualified substitutes will be provided for teachers of specialized education classes (i.e., art, library, music, physical education).
- C. The Board agrees to comply with Section 1236 of the School Code in regard to substitutes.
- D. The Board and the Association recognize the need for qualified substitute teachers. If asked, teachers may provide input regarding the quality of a substitute's work in order to allow the board to determine the effectiveness of a substitute teacher. If provided the designated substitute evaluation form used district-wide, the teacher will respond.

ARTICLE XVII

SALARY SCHEDULE AND OTHER BENEFITS

- A. The salaries of teachers covered by this Agreement are set forth in Appendix IA, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. For the 2011-12 school year, members shall receive 1.25% decrease in scale over the 2010-2011 salary schedule.

All teachers shall be provided their individual Salary Statements by November 1 of each school year. In addition to Salary Statements, each teacher whose certificate is expiring during the school year or the following summer shall be given notice of the date of expiration by November 1 of the current school year.

If it is necessary to withhold a portion of a teacher's salary, such withholding shall be computed on the teacher's Appendix IA salary and longevity.

B. **Other Benefits**

1. Terminal Pay

Teachers who have at least ten (10) years of service with the Mt. Pleasant Public Schools and are retiring under the provisions of the Michigan Employee Retirement Fund shall receive terminal pay computed at forty dollars (\$40.00) for each year up to twenty (20) years. A person who has served twenty (20) years or more shall receive terminal leave pay computed at sixty dollars (\$60.00). The maximum for terminal leave pay shall be one thousand, five hundred dollars (\$1,500.00).

2. Long Service Increments

After completion of twelve (12), sixteen (16), twenty (20) years service as a teacher in the Mt. Pleasant Public School System, longevity pay of five percent (5%) on the first step of the BA column shall be paid for each of the above periods of service.

After twenty-five years of service as a teacher in the Mt. Pleasant Public Schools, the longevity pay increment shall be seven percent (7%) on the first step of the BA column; after 30 years of service, the increment shall be 5%. Thus, total longevity pay shall be:

After 12 years = 5% of the BA step 1;
After 16 years = 10% of the BA step 1;
After 20 years = 15% of the BA step 1;
After 25 years = 22% of the BA step 1; and
After 30 years = 27% of the BA step 1.

The only exception to the above is an administrator covered by the Tenure Act.

Article XVII - Salary Schedule and Other Benefits (Continued)

(B.) 3. Payroll Schedule

All bargaining unit members shall receive their scheduled salary payments via direct deposit to the financial institution(s) of the member's choice. New hires shall have one pay period (approximately two weeks) to notify the district of their choices and complete the necessary paperwork.

- a. Members may elect to receive their salary under one of the following options:
 - i. Contract Year: Spread in equal installments over the contract year, generally September to August (26 pays)
 - ii. School Year: Spread in equal installments over the school year, generally September to June (21 pays)
 - iii. Lump Sum At End: Spread in equal installments as though over the contract year, with a lump sum in June for the balance (20 + 1 pays)
- b. Teachers who have elected to receive their salary in contract year installments (i. above) may request to switch to the lump sum option (iii. above) by written notification to the chief financial officer on or before May 1.
- c. The above language shall not be construed to prohibit the first pay from beginning in August when the bi-weekly or semi-monthly payroll schedule dictates.
- d. It is also recognized that from time to time, it will be necessary to schedule contract year pays (i. above) over 27 pays instead of 26 pays. In that case, the following will occur:
 - i. Contract year pays will be spread over 27 pays.
 - ii. School year pays will continue to be spread over 21 pays.
 - iii. Lump sum option pays will be spread over 21 + 1 pays, with the lump sum being equal to 6/27 of the contract amount.
- e. A determination shall be made by April 1 of each year whether 27 pays will be required for the following contract year. The Association president shall be notified by April 1 if it is determined that 27 pays shall be necessary.
- f. Should the district begin to schedule salary payments on a semi-monthly basis, paragraphs d and e above will be null and void and the salary options in paragraph a above will be modified as follows:
 - i. Contract Year: Spread in equal installments over the contract year, September through August (24 pays, paid on the 5th and 20th of each month except when the 5th or 20th occurs on a weekend). Note: Each

Article XVII - Salary Schedule and Other Benefits (Continued)

- (B. 3. f. i.) year a pay schedule shall be developed by mutual agreement of the parties.
- ii. School Year: Spread in equal installments over the school year, September through June (20 pays, paid on the 5th and 20th of each month); see note in i. above.
- iii. Lump Sum At End: Spread in equal installments as though over the Contract Year option, with a lump sum in June for the balance (19 + 1 pays)

4. Credit for Outside Teaching Experience

Newly employed teachers of the Mt. Pleasant Public Schools and all others who qualify may be given up to ten (10) years credit for their experience in other K-12 school systems.

This provision shall not be construed to require the District to grant full credit in other school systems up to the ten (10) year maximum. By way of illustration, the Superintendent may authorize placement at step 5 for a newly employed teacher with ten (10) years of experience in other K-12 school systems.

5. Credit for Military Service

- a. Up to four (4) years credit on the salary schedule will be allowed those entering teaching in the Mt. Pleasant School System at the rate of one (1) year for each two (2) years in the Armed Services. Additional credit of up to two (2) years may be granted by the Board, based on a careful evaluation of the individual's military experience in relation to the position he is to assume.
- b. For teachers leaving Mt. Pleasant Public School teaching service and returning thereto, credit on the salary schedule for each year, or major portion thereof, in the Armed Services will be granted in accord with Uniformed Services Employment and Reemployment Rights Act (USERRA) and all state and federal laws.

6. Total allowable credit on the salary schedule for new teachers shall be ten (10) years.

7. Adjustment on Salary Schedule

When a teacher earns a degree or earns sufficient credits to qualify for salary adjustment, the teacher shall notify the Human Resource office. For adjustments at the beginning of the year, notification shall occur by August 15. For mid-year adjustments, notification shall occur by January 15. The district will make the pay adjustment to the first pay period following the receipt of confirmation documentation. This adjustment shall not alter a teacher's placement on the experience step except as provided in the salary schedule.

B. 8. INSURANCE BENEFITS

- a. The Employer shall provide to the bargaining unit member working half-time or more the following MESSA-PAK for a 12-month period, either Pak A or Pak B for the teacher and his/her family. It is the responsibility of each teacher to timely apply for appropriate benefit coverage. An open enrollment period shall be provided twice annually (once in August and once in November). No teacher shall be eligible for benefit coverage until properly enrolled. For purposes of determining these costs, the District will have the right to collect declarations from members of their intended enrollment class at the start of the school year.
- b. No teacher shall actually be covered for benefits until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the policy, plan or program requirements. The school district is not responsible for benefits available under said plan, program or policy for any period when the employee is not covered. The terms and conditions of the plan, program, or insurance policy determine eligibility for benefits.
- c. The district shall pay the full annual amount allowed per the provisions of PA 152 of 2011 toward the MESSA premiums and, when applicable, deductible contributions to the members Health Savings Account. These limits for 2012-13 are:

- \$ 5,500 for SINGLE subscribers
 - \$11,000 for TWO PERSON (self - spouse or self - child) subscribers
 - \$15,000 for FAMILY subscribers

These limits will be paid toward the total of 12 months of premiums for members opting for Choices II coverage, and toward the total of 12 months of premiums and the front loaded deductible for members opting for the ABC Plan 1 coverage. Members enrolled for less than 12 months will have monthly prorated limits established by dividing the appropriate limit by twelve (12).

- d. The employee's share of their total insurance cost for either PAK A option 1 (total of monthly premiums) or PAK A option 2 (total of monthly premiums plus deductible contribution to Health Savings Account) will be payroll deducted bi-weekly for 20 pays beginning with the second pay period of the teacher's contract year.

The bargaining unit member's share of his/her insurance cost will be determined in the following manner: The yearly cost of premiums for Choices II and the yearly cost of premiums plus deductible front loaded in the Health Savings Account for ABC Plan 1 will be compared at all three enrollment classes (Single, Two Person, Family). The "lowest rate" at each enrollment class will be used to determine the total cost of insurance for the district for purposes of determining a member's base share of the cost. Each of the lowest rates in each

Article XVII - Salary Schedule and Other Benefits (Continued)

- (B. 8. d.) enrollment class will be multiplied by the number of members in that enrollment class. Then the total of the three enrollment classes will establish the total cost to the district for purposes of determining a member's base share of the cost. A similar calculation of multiplying each of the District's legal maximum cost limits by the number of members in each of the enrollment classes when totaled will yield the District Maximum Total Cost. By subtracting these two totals, one gets the total cost that members must reimburse the District for the cost of medical insurance. Each SINGLE subscriber counts one (1), each TWO PERSON subscriber counts two and one quarter (2.25) and each FAMILY subscriber counts two and one half (2.5) toward the cost of the MPEA members reimbursement. Multiplying the count value times the number of members in each enrollment class yields the total number of shares that must be paid for in the MPEA member's total cost. Dividing the total cost by the total number of shares yields a base share, which is the cost for a SINGLE subscriber, multiply by 2.25 to get a TWO PERSON share and by 2.5 to get a FAMILY share.

When a member selects an insurance option that is more expensive than the "lowest rate" in his or her enrollment class, the member making such a selection must reimburse the District for the total difference in cost between the option selected and the option with the "lowest total rate".

Any member selecting to convert to the ABC Plan 1 in January of any year, must calculate his cost as four months on Choices II and 8 months ABC Plan 1 premiums, plus the cost of the front loaded deductible to be paid into the Health Savings Account . The individual member must reimburse the District for any amount that this cost exceeds the cost of the "lowest rate" in his or her enrollment class.

Any member that has a status change that causes an increase in the cost of their insurance after the first open enrollment period, must reimburse the District for any total added cost that is outside of the District's maximum cost limit as prorated monthly.

Any member employed within the bargaining unit after the calculation for shares has been made must reimburse the District for any total added cost that is outside of the District's maximum cost limit as prorated monthly.

- e. PAK A: OPTION 1: -- MESSA CHOICES II

MESSA CHOICES II with XVA2 Rider; Saver Rx (\$2/\$10/\$20/\$40)

PAK A: OPTION 2: -- MESSA ABC PLAN 1

MESSA ABC PLAN 1 (HSA) with XVA2 rider; saver RX (\$2/\$10/\$20/\$40), SINGLE \$ 1,250 deductible, TWO PERSON/FULL FAMILY \$ 2,500 deductible. The full deductible amounts for members taking this option will have their full deductible amounts deposited by the District in to their HEALTH EQUITY HSA by January 1, of each year. Employees may contribute, through

Article XVII - Salary Schedule and Other Benefits (Continued)

- (B. 8. e.) payroll deduction and electronic transfer additional money towards their HEALTH EQUITY HSA up to the maximum federal amounts allowed. It is understood by the parties that in the event federal requirements for minimum deductible amounts required for Health Savings Account exceed the current deductible attached to MESSA ABC Plan 1, the annual deductible attached to this plan will automatically be increased to those federally required minimum levels.

Bargaining unit members may opt for MESSA ABC (HSA) during the November limited enrollment period. The HSA deductible amount runs from January 1 to December 31. Any member making an enrollment that is different from their declared enrollment in the first enrollment period in August will be required to reimburse the district for any additional cost as result of their new enrollment.

- f. The district's section 125 plan shall include the provision necessary for pre-tax contributions to employee's HSA accounts administered through HEALTH EQUITY.

- g. All other non-health MESSA PAK A and PAK B benefits described below shall be fully paid by the District.

PAK A Benefits:

Long-term disability (LTD) 66 2/3 %, \$ 5,000 monthly maximum, Monthly salary maximum \$ 7,500; 180 calendar days modified fill, freeze on offsets, alcoholism/drug addiction and mental/nervous same as any other illness, COLA; Full Family Delta Dental 100/100/80/80; Annual Max \$1,000; Child Orthodontics lifetime maximum = \$2,000. Full Family Vision (VSP 2); \$15,000 Term Life Insurance AD & D.

PAK B Benefits:

Bargaining unit members not electing one of the options in MESSA PAK A Plan will select MESSA PAK B Plan, which will include: Cash in the amount equal to \$275 per month for twelve (12) months; Long-term disability (LTD) 66 2/3 %, \$ 5,000 monthly maximum, Monthly salary maximum \$ 7,500; 180 calendar days modified fill, freeze on offsets, alcoholism/drug addiction and mental/nervous same as any other illness, COLA; Full Family Delta Dental 100/100/80/80; Annual Max \$1,000; Child Orthodontics lifetime maximum = \$2,000. Full Family Vision (VSP 2); \$15,000 Term Life Insurance AD & D.

9. As soon as possible after ratification of the 2009-2011 Master Agreement, the third party administrator (TPA) for all 403(b) annuity contributions shall be MEA Financial Services. The district shall not charge bargaining unit members for any administrative fees. It is not the intent of this provision to change the currently named investment providers.

Article XVII - Salary Schedule and Other Benefits (Continued)

10. Sabbatical Leave

- a. Any professional employee of the Mt. Pleasant Public Schools who has satisfactorily served the school district in a full-time contractual professional capacity for seven (7) consecutive years or more may file an application for sabbatical leave. (A one-year approved leave of absence shall not interrupt the consecutive years, nor shall it be included within the total). Requests will be reviewed by the Joint Personnel Committee and their recommendations shall be given to the Board.
- b. Preference in granting such leaves will be given on the basis of length of service in the district and other factors that demonstrate the advisability of granting such a leave.
- c. No professional employee will be granted more than two (2) sabbatical leaves, a minimum of seven (7) years having elapsed between the first and second leave.
- d. A sabbatical leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters. A sabbatical leave for teachers fully scheduled in a trimester schedule may be granted for a period of not less than one (1) full trimester, nor more than three (3) full consecutive trimesters.
- e. The compensation for the professional employee on a sabbatical leave shall be one-fourth ($\frac{1}{4}$) of the salary which he would receive if employed on a full-time contract salary basis in his position. All other benefits accrued by other professional employees under this Contract, such as hospitalization insurance, life insurance, increments, etc., shall be provided to the employee on sabbatical leave. During the term of this Agreement, the teacher on sabbatical leave shall be considered to be in the employ of the Board.
- f. Sabbatical leave may be granted for the following purposes:
 1. For a formal study in a program of recognized courses conducted by a recognized college or university in the United States or abroad.
 2. For individual research, study, travel or writing.
- g. The employee on sabbatical leave will be required to file periodic reports with the superintendent of schools as follows:
 1. An initial report setting forth the plan of study.
 2. A mid-leave progress report.
 3. An end-of-leave final report.
- h. The application for fall, spring, or full-year sabbatical leave must be filed with the superintendent of schools between January 1 and February 15 of the preceding school year. These requests shall be acted upon by the Joint Personnel Committee and the Board of Education prior to the beginning of the staffing process in April. If additional leaves are still allowed under the

Article XVII - Salary Schedule and Other Benefits (Continued)

- (B. 10. h.) conditions specified in Section B.9.j. of this Article, teachers may still apply for sabbatical up to August 15 for sabbatical leaves beginning after January 1.
- i. A sabbatical leave once granted may not be terminated before the date of expiration unless authorized by the Board of Education upon the request of the applicant and recommendation of the superintendent and the Association.
- j. The Board shall limit the number of teachers on sabbatical leave at any time to one percent (1%) of the total professional staff.
- k. The teacher shall agree to remain in the employ of the Mt. Pleasant Public Schools for a period of not less than one (1) full year for a semester/trimester leave; or two (2) full years for two trimesters or a full year leave.

11. Tuition Reimbursement

The Board shall reimburse the entire tuition cost for courses satisfactorily completed by teachers if these courses have been organized at the specific request of the Board and the enrollment of the teacher concerned has been approved in advance by the Board. If the Board requests a teacher to enroll in a course, it shall reimburse him for the entire tuition cost upon satisfactory completion of the course.

12. Flex Spending Plan for Medical and /or Child Care Expenses

The district will make available a Flex Spending Plan for Medical and/or Child Care expenses in accordance with federal law. The Employer will make known to the Plan Administrator that the parties' intended use of the Flex Spending Plan is limited to medical and/or child care expenses directly related to the negotiated benefits and programs provided under the terms of the Master Agreement.

The plan is not intended to serve as a vehicle to be used by insurance companies and/or other vendors in the general public to gain access to the MPEA membership for purposes of promotion and sale of their products.

ARTICLE XIX

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as defined by the Public Employment Relations Act.
- B. The Board agrees that it will not engage in a lockout, nor during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined in Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be reproduced at the expense of the Board and presented, prior to the signing of their annual contracts, to all teachers now employed or hereafter employed by the Board.
- B. Should any part of this Agreement be found contrary to law, it does not invalidate any other part of the Agreement.
- C. To further understanding and to aid in the most effective implementation of the terms of this Agreement, representatives of the bargaining teams of both the Association and the Board shall meet on a regular basis. For the purpose of discussion and articulation of this Agreement, the parties shall meet in October, February, and April. Ratification procedures must be followed for any proposed changes, additions and/or deletions to this Agreement to take effect.
- D. The staff and administration are mutually participating in School Improvement Teams which involve cooperative site-based decision-making and planning with the goal of improved student achievement. Site-Based Decision Making processes contemplate decision making groups organized around locations, programs, and large extensive problems that impact more than one location.

Participation on a School Improvement Team is voluntary and shall not be a part of a teacher's evaluation or otherwise be used to discipline a teacher.

The teacher representatives on any school improvement team shall be selected by the teachers in their respective buildings in a manner to be determined by the teachers. The teacher representatives on the district-wide school improvement team shall be elected by the teachers in their respective buildings. All representatives shall be elected for a one-year term.

All meetings shall be open to the staff and announced in advance. All team minutes and/or reports shall be posted in every building.

Individual team recommendations will be presented to the building staff and other affected employees for discussion, revision and approval. Any recommendation that is implemented shall be terminated if 50% of the teachers who are being affected vote to terminate it.

School Improvement Plan Committee(s) shall not engage in collective bargaining or have the authority to address employment matters.

- E. Participation on a North Central Accreditation Team (NCA) is voluntary and shall not be a part of a teacher's evaluation or otherwise be used to discipline a teacher. NCA Teams are not empowered to make decisions. NCA proposals will be subject to the school improvement process as defined in this Article.
- F. The purpose of professional development is to offer relevant and productive opportunities for professional growth for the educational staff of the Mt. Pleasant Schools. Staff development needs are determined by PSC, the District School Improvement Team or the individual buildings/programs.

Article XIX - Miscellaneous Provisions (Continued)

G. A mentor teacher shall be defined as a master teacher as identified in section 1526 of the School Code and shall perform duties of a master teacher as specified in the code.

1. A mentor teacher shall be assigned in accordance with the following:
 - a. Every effort shall be made to have a mentor teacher be a tenured member of the bargaining unit.
 - b. Participation as a mentor teacher shall be voluntary. If an insufficient number of tenured members of the bargaining unit volunteer to be mentor teachers, the Board may assign a retired teacher(s) or a university professor(s).
 - c. The Administration shall notify the Association when a mentor teacher is matched with a probationary teacher (mentee).
 - d. Every effort shall be made to match mentor teachers and mentees who work in the same building and have the same area of certification.
 - e. The mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher and the mentee after three (3) months. The appointment may be renewed in succeeding years.

2. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. Because the purpose of the mentor/mentee match is to acclimate the mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher.

3. The stipend will be paid to the mentor for each mentee as follows:

Year 1 of mentee	\$500.00
Year 2 of mentee	\$300.00
Year 3 of mentee	\$100.00

Released time for the mentor and/or mentee may be provided as needed upon request. Mentors will not be reimbursed for conferences except upon specific approval by the Assistant Superintendent for Personnel.

4. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular work day and work year except when the mentor requests otherwise.

Article XIX - Miscellaneous Provisions (Continued)

- (G.) 5. The District will participate in a teacher induction/mentoring program mutually agreed upon by the parties. Continuation of the program from year to year requires mutual agreement.

ARTICLE XX

INTELLECTUAL PROPERTY RIGHTS

- A. Professional staff members are encouraged to contribute to professional publications and to engage in approved professional research.
- B. Materials that might be considered for publication and/or production and which identify the District in any manner shall be cleared with the Superintendent prior to publication and/or production.
- C. Publications and productions shall be subject to the following copyright provisions:
 - 1. Rights to copyrights or patent of books, materials, devices, etc., developed by professional staff members on their own time without the use of District data and are not subject to the Freedom of Information Act are retained by the individual.

The decision regarding whether materials were produced independently of any work assignment or District data rests with the Superintendent.

Professional staff members who desire to publish or produce materials on their own time should make such action known to the Superintendent prior to the time such work is started in order that proper procedures can be established to assure that District interests and the interests of the staff member are protected.

- 2. All books, materials, devices, or products that result from the paid work time and/or prescribed duties of professional staff members shall remain the property of the District. The District shall retain all rights and privileges pertaining to the ownership thereof.

In the event that any of these products have commercial possibilities, the Superintendent is authorized to secure copyrights, patents, etc., which will ensure the ownership of the product by the District.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement is a one-year Agreement and shall be effective upon ratification by both parties and shall continue in effect until the 30th day of June, 2012. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**MT. PLEASANT
EDUCATION ASSOCIATION**

**MT. PLEASANT
BOARD OF EDUCATION**

By _____
Its President

By _____
Its President

By _____
Its Vice President

By _____
Its Vice President

By _____
Its Secretary

By _____
Its Secretary

By _____
Its Treasurer

By _____
Its Treasurer

By _____
Negotiating Team

By _____
Trustee

By _____
Negotiating Team

By _____
Trustee

By _____
Negotiating Team

By _____
Trustee

By _____
Negotiating Team

By _____
Ass't Supt. for Human Resources
Co-Chief Negotiator

By _____
MEA UniServ Director/
Chief Negotiator

By _____
Superintendent of Schools/
Co-Chief Negotiator

Dated this _____ day of _____, 2011.

**MPEA SALARY SCHEDULE
APPENDIX I.A.**

Salary Schedule for the 2012-2013 School Year
0 % over 2011-2012 schedule

Step	B. A. 32629	B.A. + 30 M. A.	M. A. + 15	M. A. + 30	M. A. + 45
1	32,629	36,254	38,068	39,879	43,504
2	34,443	38,068	39,879	41,693	45,318
3	36,254	39,879	41,693	43,504	47,129
4	38,068	41,693	43,504	45,318	48,944
5	39,879	43,504	45,318	47,129	50,754
6	41,693	45,318	47,129	48,944	52,569
7	43,504	47,129	48,944	50,754	54,379
8	45,318	48,944	50,754	52,569	56,194
9	47,129	50,754	52,569	54,379	58,008
10	48,944	52,569	54,379	56,194	59,819
11		54,379	56,194	58,008	61,633
12		56,194	58,008	59,819	63,444
Must have M.A. to continue to the 11th and 12th steps					
* over 12 years in Mt. Pleasant					
	50,575	57,825	59,639	61,450	65,075
* over 16 years in Mt. Pleasant					
	52,206	59,457	61,271	63,082	66,707
* over 20 years in Mt. Pleasant					
	53,838	61,088	62,902	64,713	68,338
* over 25 years in Mt. Pleasant					
	56,122	63,372	65,186	66,997	70,622
* over 30 years in Mt. Pleasant					
	57,753	65,003	66,818	68,629	72,254

For 2012-2013, members shall receive a 2.5% decrease from the above scale values.

APPENDIX I.B.

- A. Hours taken beyond B.A. applicable to salary schedule shall be on the graduate level. Earned State Board Continuing Education Units for which a teacher is enrolled after 9/1/94 shall be applicable to the salary schedule. Three (3) CEU's shall be the equivalent of one credit hour.
- B. Salaries of all certified employees shall be in accordance with the salary schedule adopted by the Association and the Board. Any change in salary shall be noted on new contracts at the time of change. Salaries shall be based on training and experience. If a salary schedule adjustment is made during the school year, any teacher who is unable to complete that school year will receive an adjustment in proportion to that part of the school year that the teacher has taught.
- C. In compliance with Title IX regulations, the Personnel Committee shall evaluate all positions for extra duty pay with consideration of the following factors to determine appropriate remuneration.

Non-Athletic Activities:

1. Time requirement (length of season, including number of performances)
2. Financial responsibilities to District/liability risks
3. Responsibility for transportation (travel beyond school day)
4. Decisions/meet management (including number of hours of practice and number of hours of organization beyond the school day)
5. Number of students/directors in the activity

Athletic Activities:

1. Time requirement (length of season, including number of games/performances)
2. Decisions and meet management (including liability risks, number of hours of practice and number of hours of organization beyond the school day)
3. Number of staff members
4. Responsibility for multiple team coaching
5. Responsibility for transportation (travel beyond the school day)

With the above factors, every effort shall be made by both parties of this Agreement to give and maintain equity throughout the Appendix I schedules.

- D. All Appendix I.B. positions currently held by non-bargaining unit members will be posted no later than June 1 of each year. For all posted extra duty positions, all bargaining unit applicants will be interviewed. Bargaining unit members who are not selected for the position will be given rationale, if requested. Non-bargaining unit members shall be compensated at no more than ninety-five (95) percent of the compensation which would be paid to a bargaining unit member with the same experience unless otherwise specified herein.

Appendix I.B. (Continued)

New employees of the Mt. Pleasant School System, and all others who qualify, may be given up to ten (10) years credit for extra-duty/extra-pay for their related experience. The extra-duty/extra-pay step, separate from the teaching experience step, shall only increment forward for experience in the Mt. Pleasant Public School System. The extra-duty experience step shall never be less than the teaching experience step. Those bargaining unit members currently on Schedule B pay shall be grandparented under the language in the preceding sentence. Effective for all bargaining unit members hired on Schedule B after 2005-06, it shall no longer be a requirement that the extra duty step shall never be less than the teaching experience step.

Bargaining unit members receiving extra duty pay shall be compensated at their B.A. experience step unless they were granted experience steps prior to becoming a bargaining unit member.

Extra pay for other duties is scheduled and incremented as follows:

FOOTBALL		TRACK:	
1 Head	12%	1 Head Men's	10%
		1 Head Women's	10%
WRESTLING		CROSSCOUNTRY	
1 Head	12%	1 Head Men's	8%
		1 Head Women's	8%
BASEBALL		GOLF:	
1 Head	10%	1 Head Men's	8%
		1 Head Women's	8%
SOFTBALL		MUSIC	
1 Head	10%	Instrumental H.S.	14%
VOLLEYBALL		(includes band camp (2 weeks)	
1 Head	10%	marching band, pep band,	
		jazz band and full orchestra)	
POM PON	4%	Vocal H.S.	8%
TENNIS:		H.S. Pit Director (musical) .	2%
1 Head Men's	8%	H.S. Musical Director . . .	2%
1 Head Women's	8%	Technical Director	2%
SOCCER		Producer	2%
1 Head Men's	10%	H.S. Stage Director	2%
1 Head Women's	10%	Instrumental Inter. Sch. . .	7.5%
BASKETBALL:		Vocal Inter School	4%
1 Head Men's	12%	Inter.Musical Director . . .	2.5%
1 Head Women's	12%	Inter.Stage Director	1.5%
		Elementary Strings	
SWIMMING		Director	3.0%
1 Head Men's	10%	Intermediate Strings	
1 Head Women's	10%	Director	3.5%
SKIING		MENTOR PAY	
Head (Men's & Women's)	8%	Year 1 of mentee	\$500
		Year 2 of mentee	\$300
		Year 3 of mentee	\$100
CHEERLEADING		SAFETY PATROL	
Basketball	4%	McGuire and Rosebush	2%
Football.	4%	Fancher, Ganiard, Pullen	
Competitive	8%	and Vowles	3%

Appendix I.B. (Continued)

(D.) INTRAMURALS		Field Studies Coordinator	5%
Senior High	2%	Recess \$500 for a recess duty	per year
(Men's and Women's)			
Intermediate	2%		
(Men's and Women's)			
PUBLICATIONS		MISCELLANEOUS	
Derrick	10%	Radio Station	3%
Pipeline (8-10 issues)	6%	Pep Club H.S.	3.5%
Pipeline (4-5 issues)	3%	Pep Club Inter	1.5%
		National Honor Society	2%
DRAMATICS		Class Advisors,	
Drama	8%	Grades 9,10,11	2%
Inter School	4%	Grade 12	4%
Debate	9%	K-6 Student Council	2%
Forensics	9%	WI Student Council	2%
School Psychologists		BPA (per advisor (2)).	3%
Speech and Language Path		CLOSE UP Advisor	2%
Social Workers		YOUTH IN GOVERNMENT	2%
PAID ON BA STEP 1	2.5%	QUIZ BOWL Coach HS	6%
(Subject to conditions in Letter			
of Agreement)			
DEPARTMENT COORDINATORS		MEAP Math Tutor Hourly Rate:	
PAID ON BA STEP 1		\$13 for 1-5 students	
3-5 Dept Members	3.0%	\$15 for 6-10 students	
6-9 Dept Members	3.4%	\$17 for 11-20 students	
10 or more Dept. Members	3.8%		
		HS Senior Mini-Session, Drivers Ed &	
		Summer Hourly Teaching Rate .00085	
		of BA Base of most recently completed	
		school year	
PSC CHAIRPERSON	10%	Technical Support Specialist	3%
PAID ON BA STEP 1		Paid on BA STEP 1	

All assistant coaches will get 70%, all freshman coaches 60%, and all intermediate coaches 50% of the percent that the head coach gets for that sport, figured at that coach's experience step.

The Board shall have the discretion to partially reduce or eliminate extra curricular programs and pay proportionally reduced salary for the activity reduced or not completed by the individual assigned.

E. Compensation for special assignments and extra duties beyond the basic salary schedule shall be as follows:

1. Traveling teachers shall receive the current IRS business mileage rate.
2. Teachers performing nonprofessional services, such as, but not limited to, ticket taking and selling, shall receive seven dollars (\$7.00) per hour for such service.

Appendix I.B. (Continued)

- (E.)
3. All dollars paid by a college/university to the Mt. Pleasant School District for supervising student teachers shall be given to the teacher(s) who provide such supervision.
 4. Teachers of Drivers Education shall be paid an hourly rate determined by multiplying the salary figure on the B.A. base by the index figure of .00085.
 5. One teacher per sixth grade class who attends camp will be paid \$100 provided s/he is present for the entire period and remains overnight. Stipends will not be paid for multi-age groups to attend two consecutive years.
 6. Teachers supervising lunch shall receive \$10 per lunch period.
- F. Special provisions for non-degree and degree personnel
1. Only years of occupational experience in a technical field which are required for vocational teacher certification in that field may be considered time in professional training. In the case of a person with previous teaching experience in his field, credit may be given for that experience on the same basis as that of other teachers.
 2. In any instance that a degree person meets the qualifications for a position, the degree person shall receive preference over a nondegree person.
 3.
 - a. Newly employed vocationally certified personnel may be granted one (1) increment for each three (3) years of work experience beyond the years served in an apprenticeship to level ten (10) on the salary schedule where they shall advance at ninety percent (90%) of their experiential increment each year if a minimum of ten (10) semester hours of credit has been earned during the calendar year. After they have earned a Bachelor's degree and provisional teacher's certificate, they shall then be placed on the appropriate level and rate of salary schedule.
 - b. This provision is not retroactive and will apply only to personnel employed after the effective date of this Agreement.
- G. Teachers employed on a twelve-month basis shall be paid the same rate during the summer as during the regular school year with a minimum of two week paid vacation, which may be scheduled by mutual agreement between the teacher and his immediate supervisor.

Appendix I.B. (Continued)

H. Education Coordinator

Any teacher who has been employed in the District at least seven years and who has working knowledge of the Mt. Pleasant School District's policies, practices and curriculum may apply for a one or two-year position of Education Coordinator with specific assignment by the Board of Education to a building, a subject area by level, a grade, or to committee(s) of the Board. The Education Coordinator shall be available to meet, confer, do research, prepare materials, and perform similar responsibilities as directed when school is not in session (i.e., evenings, vacations, summers) for no more than fifty (50) hours per fiscal year. The Coordinator will be paid two thousand five hundred (\$2,500) dollars per year.

Interested teachers shall apply in writing to the Assistant Superintendent for Personnel by March 1. Each teacher's specific assignment responsibilities for each year must be approved in writing by the Assistant Superintendent for Personnel by April 1. Selection shall be made by the Board of Education in its discretion by April 25. The final determination of such selection is vested in the Board. No teacher shall be granted this assignment more than once. Payment for each year will be made by June 30 of each year upon satisfactory completion of the fifty (50) hours and the specific assignment responsibilities.

- I. In the event a bargaining unit member is requested to work days beyond the contractually required number of teacher days specified in Appendix II A, the teacher shall be paid his per diem for each day worked. Per diem shall be defined as the teacher's annual salary under this agreement divided by the number of teacher work days as set forth in Appendix II.A.

If it is necessary to withhold a portion of a teacher's Appendix I.A. salary, the withholding shall be computed on the teacher's Appendix I.A. salary including longevity.

Additional work opportunities, as referenced in Article IV Section D, shall not necessarily be compensated at the bargaining unit member's per diem rate.

High School Senior Mini-Session and summer teaching positions shall be paid at the hourly rate of .00085 of the most recently completed school year's BA base salary.

CALENDAR WEST INTERMEDIATE 2012-2013

	M	T	W	T	F	day-stday		M	T	W	T	F	day-stday	
Sept	1/2	28	29	V	V	2.5		Feb				1	20 20	
	H	4	5	6	7	19 19			4	8	9	10	11	
	10	11	12	13	14				11	12	L	14	15	
	17	18	L	20	21				18	19	20	21	22	
	24	25	26	27	28				25	27	28	Ex		
Oct						23 23		Mar				Ex	20 20	
	1	2	L	4	5				4	5	6	7	8	
	8	MEAP	10	MEAP	11	12			11	12	L	14	15	
	15	MEAP	17	MEAP	18	19			18	19	20	21	22	
	22	23 PT	L	25	26				25	26	27	28	V	
	29	30	31											
Nov				1	2	18.5 18		Apr	1	2	3	4	5	17 17
	5	PD	7	8	9				8	9	10	11	12	
	12	13	14	V	16				15	16	L	18	19	
	19	Ex	Ex	H	23				22	23	24	25	26	
	26	27	28	29	30	(55 DAYS)			29	30				
Dec	3	4	5	6	7	15 15		May			1	2	3	22 22
	10	11	L	13	14				6	7	L	9	10	
	17	18	19	20	21				13	14	15	16	17	
	24	25	26	27	28				20	21	L	23	24	
	31								H	28	29	30	31	
Jan		1	2	3	4	20 20		June					4.5 5	
	7	8	9	10	11				3	4	5	Ex	Ex	
	14	15	16	17	18								(63 days)	
	V	22	23	24	25						student days		179	
	28	29 PT	L	31							staff days		181.5	

CALENDAR MT. PLEASANT HIGH SCHOOLS 2012-2013

	M	T	W	T	F	day-stday		M	T	W	T	F	day-stday	
Sept	1/2	28	29	V	V	2.5		Feb				1	20 20	
	H	4	5	6	7	19 19			4	5	6	7	8	
	10	11	12	13	14				11	12	L	14	15	
	17	18	L	20	21				18	19	20	21	22	
	24	25	26	27	28				25	26	27	Ex		
Oct						23 23							(61 days) Ex	
	1	2	L	4	5					act	wkkey	mme		
	8	9	10	11	12		Mar	4	5	6	7	8	20 20	
	15	16	17	18	19			11	12	L	14	15		
	22	23 PT	L	25	26			18		20	21	22		
	29	30	31					25	26	27	28	V		
Nov				1	2	18.5 18		Apr	1	2	3	4	5	17 17
	5	PD	7	8	9				8	9	10	11	12	
	12	13	14	V	16				15	16	L	18	19	
	19	Ex	Ex	H	23 (55 DAYS)				22	23	24	25	26	
Dec	26	27	28	29	30	15 15		May	29	30	1	2	3	22 22
	3	4	5	6	7				6	7	L	9	10	
	10	11	L	13	14				13	14	15	16	17	
	17	18	19	20	21				20	21	L	23	24	
	24	25	26	27	28				H	28	29	30	31	
	31							June					4.5 5	
Jan		1	2	3	4	20 20			3	4	5	Ex	Ex (63 days)	
	7	8	9	10	11									
	14	15	16	17	18						student days		179	
	V	22	23	24	25						staff days		181.5	
	28	29 PT	L	31										

CALENDAR MT PLEASANT ELEMENTARY BUILDINGS 2012-2013

	M	T	W	T	F	day-stday		M	T	W	T	F	day-stday
Sept	1/2	28	29	V	V	2.5							1
	H	1/2	5	6	7	19 19	Feb	4	5	6	7	8	20 20
	10	11	12	13	14			11	12	L	14	15	
	17	18	L	20	21			18	19	20	21	22	
	24	25	26	27	28			V	26	27	1/2 (PT)		
Oct						23 23	Mar						20 20
	1	2	L	4	5			4	5	6	7	8	
	8	MEAP 9	10	MEAP 11	12			11	12	L	14	15	
	15	MEAP 16	17	MEAP 18	19			18	19	20	21	22	
	22	23	L	25	26			25	26	27	28	V	
Nov	29	30	31				Apr	1	2	3	4	5	17 17
				1	2	18.5 17		8	9	10	11	12	
	5	PD	7	8	9			15	16	L	18	19	
	12	13	14	V	16			22	23	24	25	26	
	PT	1/2 (PT)	1/2	H	23			29	30				
Dec	26	27	28	29	30		May			L	2	3	22 22
	3	4	5	6	7	15 15		6	7	8	9	10	
	10	11	L	13	14			13	14	15	16	17	
	24	25	26	27	28			20	21	L	23	24	
	31							H	28	29	30	31	4.5 5
Jan		1	2	3	4		June						
	7	8	9	10	11	20 20		3	4	5	6	1/2	
	14	15	16	17	18								student days 178
	V	22	23	24	25								staff days 181.5
	28	29	L	31									

APPENDIX II.A.
2012-2013 School Calendar

1st Trimester

Aug. 27	No Students – Half Staff Day 12:30-3:00 Building Staff Meetings 12:30-3:00
Aug. 28	Professional Development for Teachers 8:00-3:00 (lunch 11:30-12:30) McGuire & Fancher Open House 5:30-7:00 MPHS Open House 6:30-8:00 p.m.
Aug. 29	Professional Development for Teachers 8:00-3:00 (lunch 11:30-12:30) Ganiard, Pullen, & Vowles Open House 5:30-7:00 West Int. Open House 6:30-8:00 p.m.
Sept. 4	Half day for K-6 students, full day for staff Full day for 7-12 students
Sept. 5, 6, & 7	Full days for all students
Sept. 19	2 Hr. Delayed Start Day for all students, full day for staff
Oct. 3	2 Hr. Delayed Start Day for all students, full day for staff
Oct. 23	Full day for all students MPHS/ Oasis P/T Conferences 5:00 – 7:30 West Int. P/T Conferences 6:00-8:30
Oct. 24	2 Hr. Delayed Start Day for all students, full day for staff
Nov. 6	No K-12 students Teacher Professional Development 8:00 – 3:00 (lunch 11:30-12:30)
Nov. 15	No School
Nov. 19	K-6 No students; 7-12 students full day K-6 Parent/Teacher conferences 10:00-1:00 & 2:00-5:00
Nov. 20	K-12 Half day students MPHS, Oasis & West Int. Exams a.m.; Teacher prep time p.m. K-6 Parent/Teacher conferences 1:00-4:00 & 5:00-8:00
Nov. 21	K-12 Half day all students and staff; MPHS, Oasis & West Int. Exams a.m.
Nov. 22 & 23	No School – Thanksgiving Break

2nd Trimester

Dec. 12	2 Hr. Delayed Start Day for all students, full day for all staff
Dec. 24 – Jan. 2	No School – Winter Break
Jan. 21	No School
Jan. 29	K-12 students all day MPHS /Oasis P/T Conferences 5:00-7:30 p.m. West Int. P/T Conferences 6:00-8:30 p.m.
Jan. 30	2 Hr. Delayed Start Day for all students, full day for all staff
Feb. 13	2 Hr. Delayed Start Day for all students, full day for all staff
Feb. 28	K-12 Students – half day K-6 P/T Conferences 1:00-4:00 & 5:00-8:00 MPHS, Oasis & West Int. Exams a.m.; Teacher prep time p.m.
Mar. 1	K-6 students all day; 7-12 students a.m. only MPHS, Oasis & West Int. Exams a.m.; Teacher prep time p.m.

3rd Trimester

Mar. 13	2 Hr. Delayed Start Day for all students, full day for all staff
Mar. 29	No School – Good Friday
Apr. 1 - 5	No School – Spring Break
Apr. 17	2 Hr. Delayed Start Day for all students, full day for all staff
May 8	2 Hr. Delayed Start Day for all students, full day for all staff
May 22	2 Hr. Delayed Start Day for all students, full day for all staff
May 27	No School – Memorial Day
June 6	K-6 full day students; 7-12 half day students MPHS, Oasis & West Int. Exams a.m.; Teacher prep time p.m.
June 7	Last day of school; K-12 half-day for students and staff MPHS, Oasis & West Int. Exams a.m
June 10, 11, 12,...	Make-up day(s), if needed Exam schedules to be adjusted to accommodate make-up days No meetings will be scheduled during teacher work days except on the first day of school and those half/full days designated for staff professional development.

In the event school is closed on one or more of these days and, if exams are rescheduled, these days shall be rescheduled as half days as provided herein.

Note: Article XIII.B.15 applies to exam days.

<p style="text-align: center;"><u>2012-2013 Calendar Summary</u> 181.5 Teacher Days 179 Student Days – MPHS & West Intermediate 178 Student Days - Elementary</p>

APPENDIX II.B.

SCHOOL CALENDAR

- A. Prior to the adoption by the Board of the annual school calendar, the Board agrees to schedule a meeting with representatives of the Association to seek its advice and support on the content thereof.
- B. Duty days shall mean those days when pupils are in attendance, orientation and curriculum days.
- C. Teachers shall not be required to report for duty after the closing date of June.
 - 1. Should a closing(s), because of conditions not within the control of school authorities, require the scheduling of an additional day(s) of student instruction to meet an annual instructional minimum required by law so as to qualify the Employer for full state aid, such additional instructional days will be rescheduled as shown in Appendix II.A.
 - 2. Bargaining unit members required to work on rescheduled instructional days shall be paid on a per diem basis rate for all make-up days beyond those required to receive full state aid funding from the State of Michigan. Such pay shall be calculated by dividing the employee's salary schedule step under this Agreement by the number of student days set forth in this Agreement.
 - 3. Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day.
 - 4. The makeup of instructional time shall be undertaken only as necessary for the District to qualify for full state aid. Time lost for events beyond the District's control which close all DK-12 buildings will be subtracted from each building's scheduled time. If this causes any building to fall below the state minimum required time, all DK-12 buildings will make up the time necessary to bring all buildings to the minimum time required.

Once the above lost time has been subtracted, any additional time lost as a result of events beyond the District's control that close individual buildings will then be subtracted from the affected building's balance. After this calculation, any building that falls below or remains under the state minimum required time will make up the time on a building-by-building rather than district-wide basis as permitted by law.

If the District (or a building(s)) falls below the required number of student instructional hours, the District (or building(s)) will add a day to the end of the school calendar which will consist of the exact number of hours needed. If the hours exceed the length of a normal day, no make up day shall exceed the length of a normal work day. The parties may mutually agree to an alternative method for making up necessary instruction time.

Appendix II.B. - School Calendar (Continued)

(C.) 5. It is understood and agreed that in the event the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his skills, the teacher may:

- a) use his personal leave;
- b) use his sick leave; or
- c) use unpaid leave time.

6. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, epidemic or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions, or a Board directive results in the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

7. To the extent that any other provision of the Collective Bargaining Agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

8. In the event a teacher receives unemployment or under-employment benefits during the school year associated with his regular teaching assignment due to cancelled instruction days (as defined above), a teacher will have his pay adjusted so that his un/under-employment benefits and pay are equal to no more than his regular yearly wages had school not been cancelled.

9. Any decision to cancel and/or schedule days, or delay the starting time, shall not be grievable. It is understood that the normal day may have to be revised when the beginning of the day is delayed; however, the school day will not be extended beyond the normal close of the school day. On any scheduled student session days when students do not report, it is agreed bargaining unit members will be excused from reporting to duty.

If curriculum is delivered in a trimester schedule at the secondary level, alternative schedules will be developed to allow all classes to meet on days when school is delayed or an event causes a loss of time in one or more periods of the day. The alternative schedules will address the impacts at all buildings in the district.

APPENDIX III
PROFESSIONAL GRIEVANCE REPORT

School District _____

Grievance No. _____

School _____

Date of Violation _____

Date of Grievance _____

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

Signature of Grievant (Use reverse side for additional signatures if more than one grievant.)

Date _____

Principal's Disposition (1st level):

Date _____

Signature of Principal

Association's Disposition:

Date _____

Satisfactory _____ Unsatisfactory _____

Superintendent's Disposition (2nd level):

Date _____

Signature of Superintendent

Association's Disposition:

Date _____

Satisfactory _____ Unsatisfactory _____

APPENDIX IV

RE: Article IV

The MPEA and the Board of Education agree to the following procedure for the initial implementation of Article IV Section B.

- I. The teacher's date of hire shall be the first day of work of his most recent employment as a teacher in the Mt. Pleasant Public Schools.
- II. In the event there is no record of the teacher's first day of work, his seniority date shall be the first day of the month employment began or if unknown shall be September 1 of the first year he was employed as a teacher in the Mt. Pleasant Public Schools.
- III. In the event two or more teachers are found to have the same date of hire, their placement on the seniority list shall be determined by their total years of teaching experience as defined in Article IV Section B. The teacher with more total years of teaching experience shall be placed higher on the seniority list.
- IV. In the event two or more teachers have the same date of hire after completion of paragraphs I through III above, their placement on the seniority list shall be determined by a drawing of lots.
- V. Each teacher so affected shall be notified, in writing, of the date, time and place of the drawing and shall be invited to attend. If the teacher does not attend, he shall be represented by the Association.
- VI. Once this process has been completed and a seniority list has been established, the seniority shall not be modified in any way except to delete or add teachers to the seniority list.
- VII. This process shall be completed prior to December 1, 1989.

LETTER OF AGREEMENT

Between
THE MT. PLEASANT EDUCATION ASSOCIATION
And
THE MT. PLEASANT BOARD OF EDUCATION

RE: Article XII, Section A: Grandparenting Members Currently on Unpaid Leave

It is agreed between the parties that, when implementing the leave provisions of Article XII, Section A, of the Master Agreement, the following understanding shall apply to all who are currently on unpaid leave:

Those bargaining unit members who were on unpaid leave as of December 1, 2005, shall be grandparented under the language of Article XII, Section A, of the 2001-03 Master Agreement:

Any teacher whose personal illness extends beyond the period compensated under Article XI shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or as allowed under State Statute. Upon return from sick leave, a teacher shall be assigned to the same position if available, or if not available a substantially equivalent position.

Individuals cease to be governed by the language of Article XII, Section A, of the 2001-03 Master Agreement when they return to work in a bargaining unit position, voluntarily resign, refuse to accept recall to a position which complies with the medical restrictions of their leave, or when they apply for benefits under MPSERS.

For the Mt. Pleasant Education Association

For the Mt. Pleasant Board of Education

Kathleen Tucker, MEA UniServ Director

Joe Pius, Superintendent

Richard S. Trainor, MPEA President

Peter Trezise, Assistant Superintendent
for Human Resources

Date: _____

Date: _____

LETTER OF AGREEMENT

**Between
THE MT. PLEASANT EDUCATION ASSOCIATION
And
THE MT. PLEASANT BOARD OF EDUCATION**

RE: SCHEDULE B, Speech and Language Therapists, Social Workers, and Psychologists

It is understood that the Schedule B position for speech and language therapists, social workers, and psychologists and the 2.5% for same will sunset on June 30, 2013. The Joint Personnel Committee will meet in the 2012-2013 school year to review the data related to additional time collected in the 2010-2011 and 2011-2012 school years. By April 1, 2013, the Personnel Committee will make a recommendation to the parties. By May 1, 2013, the parties shall meet to determine whether or not the Schedule B position has merit to continue.

For the Mt. Pleasant Education Association:

For the Mt. Pleasant Board of Education:

Melvina Gillespie, MEA UniServ Director

Mike Pung, Superintendent

Wendy Epple, MPEA President

Peter Trezise, Assistant Superintendent
for Human Resources

Date: _____

Date: _____

LETTER OF AGREEMENT

between
THE MT. PLEASANT EDUCATION ASSOCIATION
and
THE MT. PLEASANT BOARD OF EDUCATION

**RE: Articles IV, Article XIII
Oasis High School Staffing and Teaching Conditions:**

WHEREAS, severe budget restraints have necessitated the reduction in teaching and counseling positions at Oasis High School; and

WHEREAS, the student population at Oasis High School and the requirement to offer the Michigan Merit Curriculum to qualify students for a diploma: and

WHEREAS, there are a number of students who will benefit from attending an alternative high school;

THEREFORE, it is agreed that the following provisions will control the staffing and teaching assignments at Oasis High School

1. Until such time as Oasis High School reaches an enrollment of 175 students, the academic counseling position may be reduced to a .50 FTE position.
2. A teacher displaced during the staffing process must elect all of the open position at Oasis High School or to displace the entire assignment of a teacher at Oasis High School with less seniority, he or she may not partially displace a teacher at Oasis High School.
3. The primary social studies teacher at Oasis, i.e. the social studies with the largest FTE assignment at Oasis, shall be RX certified or possess the multiple certifications making the teacher highly qualified to teach all social studies classes required in the Michigan Merit Curriculum.
4. The primary science teacher at Oasis, i.e. the science teacher with the largest FTE assignment at Oasis, shall be DX certified or possess the multiple certifications making the teacher highly qualified to teach all science classes required in the Michigan Merit Curriculum.
5. Full time teachers at Oasis High School may be assigned up to three different classes during a trimester and eight different classes during a school year. Class preps for less than full time teachers at Oasis will be reduced from the maximum in proportion to their Oasis assignment.

Oasis LOA

6. As the class offerings at Oasis are adjusted during the school year to reflect the needs of its students, teachers at Oasis may be assigned to teach computer-aided instructional classes outside their certification. Computer-aided classes may be offered for electives, credit recovery and similar purposes and students in such classes may be receiving computer-aided instruction in multiple subjects. The teacher's role in such a class would be to monitor attendance, offer assistance, but not to regularly conduct instruction. The assignment to such a class will not be considered a displacement and will not count toward the number of teacher preparations.
7. Should the district pursue seat time waivers for students at Oasis High School, the parties will meet prior to implementation of a seat time waiver to reach agreement on the implementation of the monitoring required and its impact on teacher responsibilities.
8. If Oasis High School decides to implement a zero hour or 6th hour class, a teacher may be assigned to either class but the teaching day of the teacher will be adjusted to accommodate either a late start or early release as appropriate. Any teacher assigned to a zero hour or 6th hour class will be given twenty-one calendar day notice of such an assignment.

Subject to agreement between the teacher and administrator, MPEA and the superintendent (or designee), other adjustments may be made to the class assignments and delivery of instruction to enable Oasis High School to meet the requirements of the Michigan Merit Curriculum.

MT. PLEASANT EDUCATION
ASSOCIATION

MT. PLEASANT BOARD OF
EDUCATION

Melvina Gillespie, MEA Uniserv
Director

Mike Pung, Superintendent

Wendy Epple, MPEA President

Peter Trezise, Assistant Superintendent for
Human Resources

Date: _____

Date: _____

LETTER OF AGREEMENT
between
THE MT. PLEASANT EDUCATION ASSOCIATION
and
THE MT. PLEASANT BOARD OF EDUCATION

RE: Articles XII, H, Leave for State Association Office

WHEREAS, Rick Trainor, former president of MPEA has been elected to an statewide executive office with MEA ; and

WHEREAS, the term of office for this position is three years; and

WHEREAS, the MPEA wishes to provide an opportunity for Mr. Trainor to return to teaching following his MEA executive office service;

THEREFORE, it is agreed to modify the provisions of Article XII, H as follows:

1. Article XII, H will be modified in the case of Mr. Trainor to allow him to exercise his seniority rights if he notifies Mt. Pleasant Public Schools prior to March 24, 2014 that he wishes to return to teach for the 2014-15 school year.
2. Mr. Trainor will have no “right” to claim a teaching position with the Mt. Pleasant Public Schools if he does not return for the 2014-2015 school year.

MT. PLEASANT EDUCATION
ASSOCIATION

MT. PLEASANT BOARD OF
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Melvina Gillespie, MEA Uniserv
Director

Mike Pung, Superintendent

Wendy Epple, MPEA President

Peter Trezise, Assistant Superintendent for
Human Resources

Date: _____

Date: _____

LETTER OF AGREEMENT

between
THE MT. PLEASANT EDUCATION ASSOCIATION
and
THE MT. PLEASANT BOARD OF EDUCATION

RE: Appendix I. B Drivers Education Hourly Rate

WHEREAS, the Drivers Education program as a program offered at the discretion of the School Board;
and

WHEREAS, the significant budget pressures on the district prevent any subsidy from the general funds
of the district to support drivers education; and

WHEREAS, the MPEA and the teachers who work in the drivers education program wish to offer this
instruction at a competitive rate with private drivers education schools;

THEREFORE, it is agreed to modify the provisions of Appendix I, B as follows:

1. From the date of ratification of this letter of agreement until the start of the 2013-14 school year, the hourly payment for teaching in the drivers education program shall be reduced from .00085 of the BA step I pay scale to \$20.00 per hour.
2. Time sheets submitted following the ratification of the letter of agreement will be paid at the newly agreed upon rate regardless of the date the work was performed.
3. This letter of agreement will expire on September 1, 2013 unless expressly extended by the parties.

MT. PLEASANT EDUCATION
ASSOCIATION

MT. PLEASANT BOARD OF
EDUCATION

Melvina Gillespie, MEA Uniserv
Director

Mike Pung, Superintendent

Wendy Epple, MPEA President

Peter Trezise, Assistant Superintendent for
Human Resources

Date: _____

Date: _____

Waiver Form for Association Representation

Mt. Pleasant Public Schools and Mt. Pleasant Education Association

I, _____, am aware that I may have Association representation, but I
Name

have voluntarily elected not to have representation present at the meeting held on

_____ at _____ o'clock with _____
Date Time Administrator(s)

I understand that my waiver does not restrict or in any way waive the rights of the Mt. Pleasant Education Association to grieve and that the Association will be provided a copy of this waiver of representation.

I reserve the right to rescind this waiver with a written statement to the administration and to reassert my right to representation at any time.

Association Member Signature

Date

Time