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(o) MENOMINEE AREA PUBLIC SCHOOLS (o)

(o) MENOMINEE, MICHIGAN (o)

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(o) 1970-71 (o)

(o) MASTER AGREEMENT (o)

(o) between the (o)

(o) BOARD OF EDUCATION (o)

(o) and the (o)

(o) MENOMINEE CITY DISTRICT (o)

(o) EDUCATION ASSOCIATION (o)

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Menominee Area Public Schools

7/1/70-6/30/71

MEA
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East Lansing, Mich.
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AGREEMENT BETWEEN THE BOARD OF EDUCATION
OF THE MENOMINEE AREA PUBLIC SCHOOLS and the
MENOMINEE CITY DISTRICT EDUCATION ASSOCIATION

This Agreement entered into this 31st day of August, 1970 by and between the Board of Education of the Menominee Area Public Schools, hereafter called the Board and the Menominee City District Education Association, hereafter called the Association.

ARTICLE I

PREAMBLE

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

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

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

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

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

ARTICLE II

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certificated personnel under contract or to be employed under contract by the District, excluding: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education, and supervisors within the meaning of the PERA. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association from June 30, 1970 through June 30, 1971.

ARTICLE III

TEACHERS' RIGHTS

A. Pursuant to Act 379, Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for their mutual aid and protection. As a duly elected body exercising governmental powers under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teachers in the enjoyment of any rights conferred by Act 379, or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to restrict to any teacher any rights he may have under the Michigan General School Laws, or the Constitution of Michigan, or the Constitution of the United States, as they pertain to educational activities related directly to the teacher's employment with the district.

C. The Association shall be provided adequate bulletin board space in the teacher's lounge in each building for the posting of such notices and other material relating to the official business of the Association. The Association building representative shall be responsible for the posting of such material and the content thereof.

D. Representatives of the Association shall be permitted to visit school premises for the purpose of investigating and processing grievances, or as a consultant of the Association provided they do not interfere with classroom activities. Any such representative desiring to visit the school premises shall first notify the superintendent or his representative.

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

F. The Association shall continue to have the right to use the district courier service and place materials relating to the official business of the Association in teacher's mailboxes. The Association building representative shall be responsible for the placing of such materials and the content thereof.

G. The Board agrees to furnish to the Association in response to reasonable written requests to the superintendent from time to time, available information concerning the financial resources of the district, including register of certificated personnel, and such other available information as will assist the programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance.

H. The Board will continue to request assistance from the teachers in the development of major revisions of educational policy such as curriculum change, discipline code, educational developments, or any other area which affect them and their working conditions.

I. The Board, when possible, will continue to request assistance from the teachers in the planning of educational proposals, to be submitted to state or federal agencies, which request supportive aid for the inclusion of new, or the continuance of existing programs, in the Menominee Area Public Schools.

J. Committees established shall have representation of administration and teachers. Teacher membership will be nominated and elected by the teachers concerned.

K. The committees or teachers shall serve as advisory, consultative, and fact finding bodies only. The Board agrees that the Association and teachers shall have the right to submit their recommendations and views in these areas.

TEACHERS' RESPONSIBILITIES

- A. Teachers shall continually evaluate their teaching methods to determine their appropriateness for the maximum learning in the classroom. Such evaluative instruments and procedures as can be made available by the Board shall be utilized by the teachers. Teachers may be allowed to include such self-evaluation in his personnel file.
- B. Teachers shall be encouraged to foster a climate of good mental health in the classroom. Practices which promote good mental health shall be utilized whenever possible. Practices which are detrimental to a good mental health climate in the classroom shall be discontinued.
- C. Because teaching is a profession, the teacher has responsibilities to improve learning outside the confines of the classroom. The responsibility of the teacher to provide a healthy climate for students to grow into responsible adult citizens extends into the school corridors, playgrounds, parking lots and property. The Association shall encourage all of its members to share with the school administrators, the responsibility for improving the citizenship of the student.
- D. Teachers shall continually enlarge their understanding of learning theory and current teaching and learning techniques through a regular program of professional reading. The Board will continue to make available in each building current materials and periodicals for teachers' use in each building.
- E. Teachers shall be encouraged to keep abreast of and practice in harmony with research in education.

ARTICLE IV

DEDUCTION FOR PROFESSIONAL DUES

- A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the N. E. A. and the M. E. A.)
- B. The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the local and state association which shall include N. E. A. dues, all monies so deducted.
- C. If, for any reason, a teacher objects to joining the Association, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to the dues and assessments of United membership*. In the event a court of competent jurisdiction establishes a proportionate share of the United Membership dues and assessments as the agency shop fee, the foregoing dues and assessments shall be subject to the ruling of the courts. Such a determination of a court shall not be implemented until appeals by either party have been exhausted.

* United Membership refers to the local, state, and national education associations.

Furthermore, that such sum shall remain unpaid for a period of sixty (60) days following the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teacher shall be discontinued at the end of the semester. The refusal of the teacher to contribute fairly to the costs of negotiations and administration of this and subsequent agreements is recognized by the parties as reasonable and just cause for termination of employment. The consent to make such payment is clearly stated to be a condition of employment of said teacher.

D. Teachers who are hired on a part-time basis will pay a proportionate amount for each month or major fraction thereof during which they are employed (not substitutes).

ARTICLE V

BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States.

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

ARTICLE VI

PROFESSIONAL COMPENSATION

- A. The basic salaries of the teachers in the district shall be as set forth in Schedule "A" which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the life of this Agreement. The Board agrees that it will not give credit for other than teaching experience to new employees being placed on the salary schedule.
- B. Full credit will be given for each full semester of previous teaching experience. This change will not result in retro-active back pay.
- C. Adjustment on the salary schedule for a teacher who earns an advanced degree will be made at the beginning of the next semester following confirmation of the degree.
- D. Teachers' salaries will be paid in equal installments every other Friday. Teachers will have the option to have the equal installments on a full year's basis or during the school year. Teachers shall furnish written notice of their preference to the business office during the first week of school.
- E. Teachers of academic courses (not to include machine and printing shop) who are assigned more than five classes shall be compensated at the rate of twenty (20) percent of his base salary for each extra class.

F. Teachers required by the administration, in the course of their work, to drive personal automobiles from one school building to another shall receive the following car allowance per year:

Elementary Art Consultant	\$175.00
Elementary Music Consultant	175.00
Speech Correctionist	525.00
Elementary Librarian	175.00
Co-op Coordinator	125.00
Elementary Band	175.00
Elementary Orchestra	175.00

G. The school calendar shall be as set forth in Schedule "C."

H. Insurance Protection. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

The Board shall provide to each teacher \$25.00 per month for twelve (12) months to be applied in one of the following options selected by the teacher and available through the Michigan Education Association Special Services Association:

- Option I - Super Med
- Option II - The equivalent of the individual teacher's monthly insurance allotment may be applied toward:
 - a. Group Term Life
 - b. Separate Major Medical
 - c. Loss of Time

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

J. When funded curriculum development and in-service education projects are established, the following procedures will be followed:

1. The superintendent will establish remuneration for the various positions in the project. Positions requiring teaching skills shall be compensated at a rate not less than the hourly rate established for additional programs in Schedule "B-2."

2. The positions available and the remuneration rates will be advertised among the staff. No vacancy shall be filled, except in case of an emergency on a temporary basis, until such vacancy shall have been posted for at least five days.

3. Interested staff membersx may volunteer to apply for positions of their choice.

4. Persons selected for the various positions will be paid according to the established remuneration rates.

K. Any teacher holding a vocational certificate which has as a requirement, two or more years work experience, will receive an additional \$50.00 for each vocational class taught for the full year, providing the school system receives state or federal vocational funds for that class.

L. Part-Time Teachers:

1. A part-time teacher is one who contracts for less than the normal teaching load.
2. Each secondary part-time teacher shall receive salary and fringe benefit compensation at the rate of one-fifth ($1/5$) for each class taught. Each elementary part-time teacher shall receive salary and fringe benefits compensation at the rate of one-half ($1/2$) for each one-half ($1/2$) day taught.
3. Part-time teachers will advance one step on the salary schedule for each accumulation of experience equivalent to one full year of five periods in secondary and full day in elementary.

M. Working in the Community School Program is a voluntary activity for teachers. Because of this and because certified teachers are not required for most community school classes, it is agreed that this master agreement applies only to teachers instructing in the Community School Program when the state requires certification.

The community school director shall establish job definitions and pay rates for the various positions in the Community School Program. He shall establish the length and number of class sessions for all activities in the Community School Program.

N. After a teacher has twenty-five (25) years of teaching experience, he shall receive a longevity payment of \$120. When a teacher qualifies for a longevity payment, he must submit a resume of his years of experience and place of employment by October 31st. Payment will be made during December.

ARTICLE VII

TEACHING CONDITIONS

A. The Board will continue to strive to meet its goal of twenty-five (25) to thirty (30) students per academic class in the elementary schools.

B. The Board will continue to strive to meet the standards of the North Central Association in the Middle School as follows:

1. The ratio of pupils to teachers and other professional staff members of the school shall not exceed twenty-seven (27) to one (1). Only a staff member's time actually devoted to duties in the school may be counted in determining the pupil teacher ratio.

C. The Board will continue to strive to meet the standards of the North Central Association in the high school as follows:

1. The ratio of pupils to teachers and other professional staff members of the school shall not exceed twenty-seven (27) to one (1). Only a staff member's time actually devoted to duties in the schools may be counted in determining the pupil-teacher ratio.

2. Except in certain activity type classes such as typewriting, physical education and music, the total average pupil load for teachers within a department shall not exceed 170 pupils per day for the long period, nor 180 pupils per day for the short period day. Where a number of staff members are involved in a cooperative teaching project, the amount of each person's involved time should be counted in computing the individual teacher's load.

D. The Board shall make available, wherever possible, in each school, adequate lunchroom and restroom facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

E. Telephone facilities shall be made available to teachers for their reasonable use.

F. Upon request of the Association, vending machines shall be installed in the teacher's lounge and lunchroom area. The proceeds from all such machines shall be placed in a student scholarship fund created for that purpose.

G. Adequate parking facilities shall be made available to teachers for their exclusive use when possible.

ARTICLE VIII
TEACHING HOURS

A. Because teaching is a profession, it is difficult to restrict teacher's services to rigid starting and stopping hours. Teachers shall meet with their scheduled classes and shall confer formally and informally with students, parents, and other staff members when necessary to fulfill their professional responsibilities.

Any teacher who absents himself from his assigned pupil supervisory or instructional responsibility while pupils are in attendance for any reason other than that of an emergency nature, or by administrative request, shall be required to appear before a joint meeting of the Menominee City District Education Association's PR&R committee and the concerned school administrators.

It is the professional responsibility of all teachers to remain at their teaching stations for a reasonable period of time after the last class period of each day. In order to facilitate the making of conference appointments, all teachers shall post a schedule of classes and conference times.

B. Faculty meetings: not more than one faculty meeting will be held per month outside of established school hours. Any meetings in excess of one per month outside of school hours will be on a voluntary basis. Teachers and administrators at the various schools will determine the time most convenient for the personnel of their school to meet.

C. The normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods and five unassigned preparation periods. Whenever practical, the administration shall assign no more than three preparations to each high school teacher.

D. 1. The regular school day for elementary pupils will be from 8:45 a.m. to 11:30 a.m. and 12:45 p.m. to 3:00 p.m. Elementary teachers will be provided a 15-minute relief time per day. Teachers of music, art, laboratory science, physical education, shall have at least one such period per day.

2. The regular school day for middle school pupils will be from 8:30 a.m. to 11:27 a.m. and 12:30 p.m. to 3:08 p.m.

E. The regular schedule in the senior high school shall be as follows:

The normal arrangement of the six 55-minute class periods shall be 8:25 a.m. to 11:25 a.m. and 12:25 p.m. to 3:25 p.m. To solve any variations required, an attempt shall be made by the superintendent and the members of any department involved. In the event a solution cannot be reached, the matter will then be placed before the negotiating teams of the Association and the Board for final disposition.

F. The normal weekly teaching load in the middle school will be twenty-five (25) teaching periods plus five 15-minute homeroom periods. All teachers will have unassigned periods at which time they will prepare lessons, meet with parents and be available to students.

G. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to a regular noon lunch period.

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

Activity passes shall be issued to faculty members to assist them in fulfilling this responsibility. Passes are to be used only by the designated faculty member.

ARTICLE IX

QUALIFICATIONS AND ASSIGNMENTS

A. The Board shall endeavor to hire only teachers who have a Bachelor's Degree from an accredited college or university, and a provisional or permanent certificate. In the event the Board is unable to hire such certified personnel for vacancies within the teaching staff they will notify and solicit aid from the teachers and the Association.

B. 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 field of study and the Association shall be notified in each instance.

C. Administrators will consult with teachers and obtain their consent before extra-curricular assignments will be made--such as club, class advisors, attendance teachers, etc.

ARTICLE X

SPECIAL TEACHING AND EXTRA CURRICULAR ASSIGNMENTS

A. In the event the Board determines to maintain or add additional programs, the Board agrees to give preference to regularly employed teachers in the district who are qualified for the available positions in the programs and who have notified the superintendent of their desire to teach in such programs. Whenever two or more teachers apply for a teaching position in one of the programs and in the opinion of the superintendent their qualifications are relatively equal, then length of service in the district shall be the determining factor.

No such position shall be filled except in case of emergency on a temporary basis, until the vacancy shall have been posted for at least five days.

Each applicant must submit a resume of her or his past experiences related to the position. Other evidence of qualification for the position will be gathered by the representative of the Board. It may include:

1. Summaries of client reactions to the performance of the applicant.
2. Written recommendations of present or former associates of the applicant.
3. Results of knowledge, achievement or aptitude tests taken by the applicant.

4. Results of attitude and value tests taken by the applicant.
5. Samples of writing done by the applicant, and other types of evidence which would show the competence of the applicant.

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

ARTICLE XI

DEPARTMENT CHAIRMEN

- A. Chairmen of each department shall be elected by members of the department to serve for a one-year term. In the event of a vacancy in the chairmanship, a replacement shall be elected to fill the remainder of the term.
- B. Chairman of the athletic department (athletic director) will be compensated under extra-curricular pay schedule B-1 rather than as a department chairman under schedule B-2.
- C. The departmental chairman shall be assigned duties as determined by the administration. Such chairman shall not be considered as a supervisory employee.
- D. The first election shall be held during the last week of April, 1970.

ARTICLE XII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent, in his reasonable judgement so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be considered vacant.
- C. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building during the school year. No vacancy shall be filled except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five days.

D. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefor shall be superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this article, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

E. The parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. The superintendent shall notify the teacher of the reason for such transfer in writing.

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

F. All teachers shall be given written notice of their field of instruction in the secondary school and their grade assignment in the elementary schools for the forthcoming school year no later than the preceding 30th day of May. In the event that changes in such fields are required, all teachers affected shall be notified promptly and consulted. If changes in the teacher's field are necessary after July 31st, the teacher may be allowed to terminate his employment without jeopardizing his certification.

ARTICLE XIII

TEACHER EVALUATION AND PROFESSIONAL BEHAVIOR

- A. The evaluation of the work of all teachers is a responsibility of the administration. No substitute teacher nor student teacher will make an evaluation that can be included in the teacher's personnel file.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- C. All communications, including evaluations by Menominee Area Public School administrators, commendations, and validated complaints directed toward teachers which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion.
- D. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review. In the event a teacher feels that any materials in the file is improper, the teacher may submit his own statement concerning the matter. Privileged information, such as confidential credentials and related personal references normally requested at the time of employment are specifically exempted from review. The administrators shall, in the presence of the teachers and authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.

E. The Board will agree that a teacher is entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in his 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, but in no event may the teacher delay the conference more than twelve (12) hours.

F. In the event that a teacher is not to be hired for the following year, he shall be notified in writing before February 15th, if such action is then contemplated by the Board. This is intended to afford an opportunity for the teacher to remedy the situation by taking appropriate corrective measures before final action is taken by the Board.

ARTICLE XIV

LEAVE PAY

- A. Absence in case of personal illness -
1. Any employee absent from duty on account of personal illness shall be paid his full salary not to exceed ten (10) school days during any one school year, excepting when additional sick days have been accumulated in that employee's sick bank.
 2. Unused sick leave may accumulate to 110 days. One sick leave day shall automatically be added to each employee's sick leave bank upon completion of one school month of employment by the employee.
 3. A summary of each employee's sick leave accumulation and expenditure shall be prepared as of June 30th of each fiscal year. All adjustments shall be made at this time, and same is to be noted on the reverse side of the teacher's contract.
 4. The Board reserves the right to require further proof of personal injury or sickness.
 5. A regular teacher who does not teach the full school year shall have the ten days pro-rated.
 6. Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Law, shall receive no subtraction of sick leave while he is receiving benefits under the compensation law.

7. A teacher shall be entitled to two (2) days of business leave per year. The representative of the Board shall determine by previous arrangement the validity of this leave. Except in case of emergency, teachers will provide adequate advance notice.

B. Absence for death in the family-

1. Absence without loss of salary may be allowed (not to exceed four school days) upon the death of a spouse, parent, and parent-in-law, sister, brother, child, or grandparent, within the employee's immediate family.

C. Absence to attend educational conference or classroom visitation-

1. Employees authorized by the Board's representatives to visit other schools, to attend educational conferences or to attend other meetings vital to the interest of the Menominee Area Public Schools shall have no deduction of salary for the period of such attendance.

2. The district will pay the reasonable expenses incurred by teachers (including fees, meals, lodging and/or transportation) who attend professional improvement sessions at the request and/or advance approval of the administration. No teacher attending such session shall suffer loss of salary for his absence.

D. A teacher entering the system with sick leave accumulated in another school district immediately prior to employment by the Menominee school district shall be credited with up to the equivalent of one year's sick leave in this system.

E.

Absence to attend educational conference or
classroom visitation-

1. Employees authorized by the Board's representatives to visit other schools, to attend educational conferences or to attend other meetings vital to the interest of the Menominee Area Public Schools shall have no deduction of salary for the period of such service.

Absence for M. E. A. Conference-

1. Authorized officials of the Association shall be allowed paid released time to attend such conferences held by affiliates of the Association as are deemed necessary by the Association in the pursuit of professional advancement. The total number of such days allotted to the Association shall not exceed ten (10) days and must be taken as whole days.

F.

Absence to attend jury duty-

1. A leave of absence shall be granted a teacher who is summoned and reports for jury service provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis as set forth in Appendix "A" of this Agreement and the daily jury duty fee paid by the court for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work, and provided further that the Board shall only be obligated to pay said difference when the teacher cooperates with the administration in seeking to be excused from such service.

ARTICLE XV

UNPAID LEAVES OF ABSENCE

A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in the Peace Corps, as a full-time participant in such program provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

B. A leave of absence of up to two (2) years may be granted to any teacher upon application for the purpose of participating in any foreign or military teaching program, as a full-time participant in such program, provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

C.

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

D. A leave of absence shall be granted to any teacher upon application for the purpose of serving in an elective public office for a period up to two (2) years. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the system during such period.

E. Maternity leave-

1. A maternity leave without pay or fringe benefits may be granted for a period on one (1) year. The employee requesting such leave should file her request in writing five (5) months before the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue her position until the beginning of the twenty-second (22nd) week prior to the expected birth of the child.
2. Eligibility for a maternity leave of absence requires a minimum of two (2) years continuous employment by the school district immediately prior to such leave of absence.
3. A further extension of a maternity leave of absence or a second leave of absence may be granted at the will of the Board of Education upon the recommendation of the superintendent of schools.
4. While an employee is granted a maternity leave of absence, she shall retain the following employment rights held by her before such leave was granted:
 - a. The same position on the salary schedule as held when the leave was granted.

- b. Unused sick leave as held at the start of the leave of absence.
5. An employee on a leave of absence must give written notice to the superintendent of schools by April 1st of the year the leave expires of her intention to return or resign unless an extension of leave or a new leave has been granted. Failure to furnish such written notice shall constitute a notice of resignation.
6. Re-employment during the school year shall be at the discretion of the Board, and re-employment for the beginning of the new school year shall be dependent upon an opening on the staff for which the employee is qualified. In the event there is no opening, the teacher shall be given priority for substitute work if she so desires.

F. Other Leaves-

1. When an employee is to be absent for reasons other than those disclosed in previous sections, the representative of the Board will give the request special consideration upon receipt of a written statement from the employee.
2. Should request be approved by the representative of the Board, the employee may have his substitute's salary deducted from his salary. The employee may receive the remainder of his daily salary wage.

G. A leave of absence of up to two (2) years may be granted to a teacher upon application for the purpose of attending an accredited college for the purpose of professional advancement. Re-employment shall be at the discretion of the Board, dependent upon an opening on the staff for which the teacher is qualified. If the teacher is re-employed, he shall retain such sick leave and seniority benefits accumulated at the time of his leave of absence. He shall enter the salary schedule in accordance with his teaching experience.

ARTICLE XVI
SABBATICAL LEAVE

Section - Definition:

Sabbatical leave shall be interpreted as leave from active duty granted to any teacher after seven consecutive years of professional service in the district schools for the purpose of improving instruction in the district schools. Military leaves or government leaves shall not be interpreted as interrupted service. Sabbatical leave may be granted for one year or for such portion of the year as may be recommended by the superintendent and approved by the Board.

Section 2 - Qualifications:

An application for Sabbatical Leave of Absence may be filed with the superintendent provided the following conditions are fulfilled:

- a. The applicant possesses a Michigan Life or Permanent Certificate.
- b. The applicant has been employed by the Board as a teacher for at least seven (7) consecutive years.
- c. The applicant has not been granted Sabbatical Leave of Absence from the Board of Education during the seven consecutive years of service immediately preceding current application.

- d. The applicant signs an agreement to return to service with the Board of Education immediately upon termination of Sabbatical Leave and continue in such service for a period of one year in the event of a full year's leave, or to refund any compensation received from the Board while on leave except as the Board shall, by special action, waive such obligation.

Section 3 - Application:

- a. Application for Sabbatical Leave of Absence must be filed in the office of the superintendent not later than March 1st or October 1st preceding the semester when it is desired that the leave become effective.
- b. An applicant for Sabbatical Leave of Absence shall file with the application form, an outlined program for the period requested for Sabbatical Leave. This plan shall be indicated on an attached statement and should include details of work to be pursued.
- c. In determining his recommendations on requests for Sabbatical Leave, the superintendent will consider the following items:
 1. The extent of the applicant's professional study, growth, contributions, and successful service during the preceding seven years.
 2. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
 3. Length of period of uninterrupted service in the schools.

4. Reasonable and equitable distribution of applicants among the different levels and departments in the system.
 5. Order in which applications are received.
 6. Not more than one percent (1%) of instructional employees may be granted leave in any one year.
 7. Availability of qualified replacement.
 8. Availability of financial resources of the district.
- d. In considering applications for Sabbatical Leave, preference shall be given to those qualified applicants who have not previously been granted such leave. Whenever, in the opinion of the superintendent, the qualifications of two or more applicants for Sabbatical Leave are relatively equal, length of service in the district shall be the deciding factor.

Section 4 - Purposes of Sabbatical Leave:

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

Section 5 - Status While On Sabbatical Leave:

- a. A teacher on Sabbatical Leave shall be considered to be in the employ of the Board and shall have a contract. However, the Board shall not be held liable for death or injury sustained by any teacher while on Sabbatical Leave.

- b. He shall be entitled to participate in any benefits that may be provided for by rules and regulations of the Board.
- c. The employee granted Sabbatical Leave shall not engage in unapproved remunerative work while on leave. Scholarships and fellowships in approved colleges and universities which do not interfere with the program of professional improvement are excepted. If other remunerative work is desired by the employee on leave, arrangements satisfactory to the superintendent shall be made.

Section 6 - Status On Return From Sabbatical Leave:

A teacher, upon return from Sabbatical Leave, shall enjoy the following privileges and benefits:

- a. Be restored to his former teaching position or to a position of like nature, status and pay.
- b. Be allowed credit toward retirement for time spent on Sabbatical Leave, in accordance with rules and regulations established by the Commission in control of employee's retirement system of the State of Michigan.

Section 7 - Reports:

An interim report shall be filed in the office of the superintendent at the midpoint of the period for which the leave is taken. Upon return from Sabbatical Leave, a report must be submitted to the superintendent containing transcripts of all college or university work

completed while on leave, and/or all other items of information pertinent to the evaluation of the program. The final report shall be due the first day of the month following the applicant's return to service with the Board.

Section 8 - Salary Provisions:

The professional employee on leave shall receive as compensation during the period of absence from regular duties, one-half of his regularly scheduled salary that he would have received during the leave period.

ARTICLE XVII

SUPERVISING TEACHER--
STUDENT TEACHER

- A. The Menominee City District Association offers its full support of the Student Teaching Program and will attempt, upon request from the proper official, to aid in implementation or in finding solutions to any unanticipated problems connected with this program.
- B. Policies established by Northern Michigan University, unless they are in conflict with terms of the Master Agreement between the Board and the Association or Board policy, shall be followed in the implementation of the Student Teaching Program.
- C. A survey shall be made each semester to determine the qualifications, the interest, and the willingness of staff members to serve as supervisors of student teachers. A student shall not be assigned to directed teaching in the Menominee school system until a qualified teacher agrees to act as a supervising teacher.
- D. If there should be a conflict of personalities between supervising teacher and student teacher, the supervising teacher, through the superintendent, may recommend to Northern Michigan University that the student teacher be transferred. Such a recommendation through the superintendent shall in no way be used in adverse evaluation of the

supervising teacher as a classroom teacher.

E. Declining either a request or recommendation to the position of supervisory teacher will not result in adverse evaluation of said teacher.

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

G. It is recommended that each student teacher carry an adequate amount of liability insurance.

H. The supervising teacher shall be paid, in addition to his or her contractual salary, the sum of \$75.00 per student teacher under his or her supervision for each eight-week period.

ARTICLE XVIII

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to provide special services.
- B. A teacher may exclude a pupil from class during any class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.
- C. The parties recognize that special attention should be given, where possible, to any class containing a child identified by valid criteria as a serious behavior problem or special physical, mental or emotional problems. The administration will consider reduction of class size as one method of handling such situations, but not the exclusive method.

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

E. If any teacher is complained against or sued for reason of disciplinary action taken by the teacher in accordance with Board and administrative policy against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense. Time lost in connection with any incident covered by this section will not be charged against the teacher's sick leave bank.

F. If, in the performance of regular or assigned teaching duties a teacher, without negligence on his part shall suffer loss of or damage to his clothing or other personal property to the extent of ten dollars (\$10.00), but not more than one hundred dollars (\$100.00), in any school year, the Board shall make reimbursement provided that this section shall not apply to loss of money or damage to a teacher's automobile.

ARTICLE XIX

REDUCTIONS IN PERSONNEL

A. The school district requires retirement of teachers at age sixty-five (65). After age sixty-five, a teacher may be employed by the Board on an annual non-tenure basis. (A Study Committee to study the problem).

ARTICLE XX

CONTINUITY OF OPERATIONS

A. In cases of severe and inclement weather, teachers will be expected to report unless they are prevented from doing so by hazardous road conditions. No teacher shall suffer diminution of pay for inability to report under such circumstances.

B. In the event schools are convened and then forced to close, teachers will be free to leave when all of their students have been adequately cared for.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. Definition of a Grievance

A grievance is a matter involving the violation of a specific article or section of this Agreement, or a violation of any rule or regulation of the Board dealing with wages, hours or working conditions.

B. Purpose of Grievance Procedure

The purpose of the grievance procedure is to secure fair and equitable solutions to the problems of the aggrieved party as promptly as possible.

To assure fairness to both parties, the grievance procedure should keep to the reasonable time limits suggested for each level of appeal as a maximum. Time limits may be extended by mutual consent. Every effort should be made by both sides to expedite the process.

If a grievance is filed on or after May 15th, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as practicable.

C. Grievance Records

Grievance records shall be kept separate from other personnel records. These records shall be made available to the grievant and/or his professional organization representative when needed.

D.

Grievance Process

1. Level one:

A teacher with a grievance may discuss it with his immediate supervisor or principal together with his Association representative, if requested. However, no grievance shall be adjusted without prior notification to the Association and no adjustment shall be made which is inconsistent with the terms of this Agreement.

2. Level two:

a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR&R Board. The Association representative will assist in writing the grievance. The grievance shall specify the facts giving rise to the grievance, the article and section of the Agreement allegedly violated or the Board rule allegedly violated, and the relief requested.

b. Within five (5) days of receipt of the grievance the PR&R Board shall decide whether or not a legitimate grievance exists. If the PR&R decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support through Level Two. If the PR&R Board decides there is a legitimate grievance, it may immediately process the claim with the superintendent of schools. Within ten (10) days from the receipt of the grievance by the superintendent he shall render a decision as to the solution.

3. Level three:

a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from the date of receipt of grievance by the superintendent, he may refer the grievance through the PR&R Board to the Board of Education. Within twenty (20) days from the receipt of the grievance by the Board or two (2) days after the next Board meeting, the Board shall render a decision as to the solution.

4. Level four:

a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within twenty (20) days from the date of receipt of grievance by the Board, he may refer the grievance to mediation under Act 379, Public Acts of 1965.

E. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this Agreement, to be executed by the parties. If an individual contract contains any language or salary inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, and hereafter employed.

ARTICLE XXIII

NEGOTIATION PROCEDURES

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

B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This section shall not be construed as prohibiting the parties, upon mutual consent, from negotiating upon items of mutual concern. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. Since it is necessary that the Board make budgeting plans before April 1st, the Association agrees to make every reasonable effort to submit all proposals concerning negotiations for the following year in writing to the Board before March 1, 1971. The Board will make every reasonable effort to submit in writing all its proposals before April 1, 1971, at which time negotiations will commence. By mutual consent, dates may be changed.

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1970 and shall continue in effect through the 30th day of June, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

MENOMINEE CITY DISTRICT
EDUCATION ASSOCIATION:

MENOMINEE AREA PUBLIC SCHOOLS
BOARD OF EDUCATION:

By: _____
Its President

By: _____
Its President

By: _____
Its Secretary

By: _____
Its Secretary

MENOMINEE AREA PUBLIC SCHOOLS
MENOMINEE, MICHIGAN

SALARY SCHEDULE
1970-71

Index	Years Exper- ience	Non- Degree	B. A.	B. A. + 15	M. A.	M. A. + 15	M. A. + 30
1.00	0	5184	7200	7452	7848	8172	8496
1.04	1	5391	7488	7750	8162	8499	8836
1.08	2	5598	7776	8048	8476	8826	9176
1.12	3	5805	8064	8346	8790	9153	9516
1.17	4	6064	8424	8718	9182	9562	9941
1.22	5	6324	8784	9090	9575	9970	10366
1.27	6	6583	9144	9468	9967	10378	10791
1.32	7	6843	9504	9835	10360	10787	11215
1.37	8	7102	9864	10207	10752	11195	11640
1.42	9	7361	10224	10579	11145	11604	12065
1.47	10	7621	10584	10951	11537	12012	12490
1.52	11	7880	10944	11324	11929	12421	12914

EXTRA-CURRICULAR PAY SCHEDULE, B-1

1970-71

Includes Pre-Season

Athletic Director	\$900.00
Football Head Coach	900.00
Assistant Coaches	500.00 each
Basketball Head Coach	900.00
High School Assistants	500.00
Middle School Coaches	175.00
Cross Country Coach	150.00
Track Head Coach	450.00
Assistant Track Coach	275.00
Tennis Coach	150.00
Golf Coach	150.00
Rifle Club Advisors	150.00
Scouting:	
Basketball, one per game	10.00
Football, two per game	10.00 each
Statistician - per game	4.00
Taking Tickets - per game	4.00

EXTRA-CURRICULAR PAY SCHEDULE B-2

1970-71

Audio-Visual Director	\$350.00
Department Head-per teacher	28.00
Debate & Forensics	400.00
Debate Assistant	150.00
Stage Production-per play	200.00
Maroon News	250.00
Yearbook	275.00
Stage Manager	200.00
Class & Club Advisor-per meeting	3.00
Chaperone-per event	4.00
Pep Band	400.00
Driver Education Director	600.00
Production	110.00
Business Education Director	660.00
Cheerleader Advisor	100.00
G. A. A. Advisor	150.00
G. A. A. Assistant	100.00
Safety Patrol	50.00
All Extra-Curricular Teaching Positions	5.00 per hour

MENOMINEE AREA PUBLIC SCHOOLS
MENOMINEE, MICHIGAN

1970-71 SCHOOL CALENDAR

31 August	Orientation & Preparation
1 September	School begins for students
7 September	Labor Day - no school
26 November	Thanksgiving Recess - no school
27 November	Thanksgiving Recess - no school
21 December	Christmas Vacation - no school
4 January	Classes Resume
9 April	Spring Vacation - no school
13 April	Classes Resume
31 May	Memorial Day - no school
4 June	Calendar Ends

Three In-Service Parent-Teacher Conferences to be scheduled