

**MASTER AGREEMENT**  
**BETWEEN THE**  
**BOARD OF EDUCATION**  
**OF THE**  
**ALBA PUBLIC SCHOOL DISTRICT**

**And**

**NORTHERN MICHIGAN EDUCATION ASSOCIATION/  
NATIONAL EDUCATION ASSOCIATION**

**August 1, 2015 – July 31, 2016**

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## **AGREEMENT AND RECOGNITION**

This agreement entered into by and between the Board of Education of the Alba Public School District, hereinafter called the "Board" and the Northern Michigan Education Association/Michigan Education Association/National Education Association, hereinafter called the "Association".

### **WITNESSETH**

WHEREAS the Board and the Association recognize and declare that providing quality education for the children of the Alba Public School District is their mutual aim and that the character of such education depends predominately upon the quality of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in programs designed to improve educational standards, and

WHEREAS the Board has statutory obligations, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the Parties, following expanded and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

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

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Act 336, as amended, for all certified professional personnel, including teachers on tenure or probation, and guidance counselors, but excluding substitutes, supervisory and administrative personnel and office and clerical employees. The term "teachers", when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organizations other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given the opportunity to be present at such adjustments.

### **ARTICLE I** **INDIVIDUAL EMPLOYEE RIGHTS**

- A. Any teacher may be a member of the Association and may pay Association dues.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School laws or applicable civil service laws and regulations.

- C. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- D. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

**ARTICLE II**  
**GRIEVANCE PROCEDURE**

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or policy unrelated to prohibited subjects of bargaining.
- B. LEVEL ONE: In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative. The grievance must be filed within fifteen (15) school days of the violation, misinterpretation or misapplication. School days shall not include scheduled vacation days or other unscheduled closures. However, grievances shall be processed over summer vacation.
- C. LEVEL TWO: In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at level one, or in the event that no decision has been rendered within fifteen (15) school days after the presentation of the grievance, he/she or the Association may file the grievance in writing to the superintendent within five (5) school days after the decision at level one, or lack thereof, at level one. Within ten (10) school days, the superintendent, or the superintendent designee shall meet with the teacher and/or the Association for the purpose of resolving the grievance, and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the teacher and the Association. If the Superintendent is the same person as the administrator in the Level One grievance, the grievance shall by-pass the Level Two stage and proceed directly to Level Three.
- D. LEVEL THREE: If the grievance is not settled at level two, it may be referred in writing to the Board of Education within five (5) school days after receipt of the decision in level two. The Board shall hold a hearing, or designate one or more of its members to hold a hearing, or otherwise investigate the grievance, or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views at the level within twenty (20) school days to the Board, or its representative, as it may authorize. Within twenty-five (25) school days after receipt of the grievance, the Board

shall render a decision on the grievance and present it in writing to the aggrieved teacher, the Association, the principal/supervisor, and the superintendent.

- E. LEVEL FOUR: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association process. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to relay 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 that judgment thereon may be entered in any court of competent jurisdiction.
- F. The cost of any arbitration under this Article shall be divided equally between the Board and the Association.
- G. The grievance form shall be attached to the Master Agreement as Appendix E.

### **ARTICLE III** **SENIORITY**

- A. No later than 30 days following the ratification of this agreement, and by every September 30 thereafter, the Board shall prepare a seniority list. Seniority is defined as continuous service within the bargaining unit. All teachers shall be ranked on the list in the order of their effective date of employment (meaning the first day they actually worked). In the circumstance of more than one individual having the same effective date of employment, all individuals will be ranked, first by their degree, i.e. BA, MA, EDS, etc., next according to the number of college semester credits they have accrued.
- B. The seniority list shall be published and posted conspicuously in all buildings of the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- C. A teacher shall lose seniority rights if he/she retires, resigns, is discharged, or leaves the bargaining unit.
- D. A tenured teacher who is promoted or assigned to a supervisory or administrative position and is subsequently returned to a position in the Association, upon his/her return to the Association a tenured teacher will be restored to the contract rights which he/she would have achieved if he/she had remained in the Association providing he/she has been continuously in the employ of the Board. Seniority shall accrue for the teachers on various forms of leave as determined by the Agreement.
- E. TEACHER LAYOFF: In the event it becomes necessary because of reduction of revenue, declining enrollment, or other valid reason to reduce the number of teachers through the layoff of employment, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the Board shall determine the order of the layoff, provided, however, such action shall not be contrary to the priorities established under the tenure act and no child left behind and its regulations.

- F. Laid off teachers who have collected unemployment during the summer months or school breaks and are recalled to Alba Public Schools will be required to pay the district the collected unemployment benefit.
- G. If the Board commences annexation or consolidation procedures, the union will be notified in advance and the Board will discuss procedures for such a merger with the union.

**ARTICLE IV**  
**BOARD RIGHTS**

- A. The Board on its own behalf and on the behalf of the electors of the district, hereby retain and reserve 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, including but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities.
  - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continual employment or their dismissal or demotion; and to promote and transfer such employee;
  - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for the students, all as deemed necessary or advisable by the Board.
  - 4. To decide the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
  - 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers.
- B. The matters contained in this agreement and/or the exercise of such rights of the Board are not subject to further negotiations between the parties during the term of this agreement, unless by mutual consent.
- C. Nothing in this Master Agreement shall be construed to limit the powers and responsibilities conferred upon the Board or the superintendent under the laws of the constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the school code and the tenure law are preserved.
- D. The Board will attempt to prevent children from involvement in Association/Board controversies.
- E. The listing of specific management rights in this agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

## **ARTICLE V**

### **TEACHER RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher may join and support the Northern Michigan Education Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 of 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 other terms and conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance or proceeding under this Agreement or otherwise with respect to other terms and conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission.
- C. The Association shall have the right to use school classrooms, cafeterias, internet, and e-mail, without charge for professional meetings during those times when the building is regularly covered by custodial staff. Room clearance shall be made with the building principal involved and such meetings shall not interfere with regularly scheduled school activities or teacher responsibilities. Any extra maintenance or service costs incurred by such meeting will be paid by the Association.
- D. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communications shall be made available to the Association and its members. (Example: Bulletin board in the Teacher's Conference Room).
- E. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information as will assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- F. The district shall not engage in unlawful discrimination.
- G. A teacher will have the right to review the contents of all records, excluding initial references, of the district pertaining to said teacher, originating after employment and to have a representative of the Association accompany him/her in such review. This file shall be the single and exclusive personnel file maintained with respect to each employee.

No complaint against a teacher by a parent, citizen of the district, or student, or reference thereto, may be placed in the personnel file without the complaint being previously drawn to the teacher's attention.



- H. The Board shall provide at cost of the substitute to the Association four (4) days per school year of released time for the handling of Association business as deemed appropriate by the Association President. No more than one (1) teacher may be absent at any given time. Up to two (2) additional days may be requested subject to superintendent approval.

**ARTICLE VI**  
**POSTING OF VACANCIES**

- A. A vacancy shall be defined as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.
- B. Whenever a vacancy arises or is anticipated, the Superintendent or his/her designee shall promptly notify the Association and post notices of same on bulletin boards in each school building.
- C. Teachers with specific interests in possible transfers will notify in writing the Superintendent of their interest, during the last regular week of school and shall include a summer address
- D. Should a vacancy occur in these expressed areas, the teachers who have expressed interest in a transfer to said position, or a similar position, shall be contacted by the Superintendent or his/her designee in writing and notified of the vacancy.
- E. The teachers so notified shall have the responsibility of contacting the Superintendent or his/her designee in writing, indicating their interest in being considered as a candidate to transfer to said position within seven (7) days of receiving such notification.

**ARTICLE VII**  
**TEACHING CONDITIONS**

- A. The Board recognizes that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of the Board and teachers. The Board also recognizes that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. The Board recognizes that appropriate materials and equipment should make better teaching possible. The Board agrees to strive to keep the school equipped and maintained. Faculty members will be invited to make recommendations regarding the selection of instructional materials and equipment.
- C. The parties will confer from time to time for the purpose of improving the selection and the use of such educational tools. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
- D. SCHOOL IMPROVEMENT PLANS:

1. It is mutually agreed and understood that the school district will be in school improvement plans, or other similar plans which may be known by various names.
2. Association bargaining unit members shall not be excluded from voluntary participation in school improvement or reform plans.
3. Final copies of all building level improvement plans will be made available to the Association President upon request.

E. LEAST RESTRICTIVE ENVIRONMENT

1. While the parties acknowledge the policy of least restrictive environment is legally mandated, they also recognize the extent to which any individual student with disabilities should participate in regular education programs and services must be appropriate to that student's unique needs determined by an Individual Educational Planning Committee (IEPC) on an individual basis.
2. The parties recognize that whether any students with disabilities participation in regular education programming can be achieved satisfactorily will depend upon the multiplicity of factors including, among other things, proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular education personnel.
3. Every effort shall be made that each supported assistance shall be made available as needed.
4. Any bargaining unit member who will be providing instructional or other services to a student with disabilities in a regular education classroom setting shall be invited to participate in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom.
5. The district shall make reasonable efforts to support the receiving teacher with classroom materials and training as the district deems appropriate.
6. The administration shall make reasonable efforts to provide training to the teacher regarding the instruction and behavioral management of such students with disabilities in the regular education classroom setting.

F. MEDICALLY FRAGILE

No bargaining unit member shall be required to provide school health services except in an emergency.

**ARTICLE VIII**  
**PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this agreement are set forth in Appendix A which is attached to, and incorporated in, this agreement. These salaries are based on 7 ½ hours per day for the state mandated number of days of school.
- B. Increments become effective at the beginning of each school year and advancement under the salary schedule shall be automatic as of the beginning of the school year following completion of required academic or professional courses.
- C. The Board may give up to five (5) years of outside experience.
- D. Horizontal step advancement shall occur at which time the bargaining unit member acquires the necessary semester hour credits as shown by their transcripts. The salary improvement will be reflected on the earliest possible pay period thereafter.
- E. The EXTRA DUTY pay schedule is set forth in Appendix C, which is attached to and incorporated in this agreement.
- F. Professional development in the form of in-services, workshops, or seminars that are required by the Board of Education or the administration and occurs outside of the teachers contractual work time will be compensated at \$20.00 per hour.
- G. Teacher purchase or repayment of retirement service credit:
  - 1. The Internal Revenue Code (IRC) Section 414(h)(2) permits employer ‘pick up of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, teachers may be allowed to (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or (2) purchase permissive service credit (such as universal service credit, maternity/paternity child care and non-public school teaching, military active duty, sabbatical leave of absence, etc.)
  - 2. Therefore, in order to permit tax deferral for these additional employee contribution amounts, the employer shall adopt the payroll resolution attached to this agreement as appendix “E” and implement the salary reduction (payroll authorization) agreement attached to this agreement as appendix “F” for any teacher wishing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest). The teacher that wishes to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding

irrevocable payroll deduction authorization by completing a copy of appendix "F." The teacher shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS.

- H. Teachers shall be reimbursed for the cost of one MTTC test taken.
- I.
  - 1. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that MEA Financial Services products, along with any other mutually selected investment providers shall be named as vendor(s) in the 403(b) plan document as appropriate under IRS regulations.
  - 2. The parties further understand and agree that the regulations regarding the administration of 403(b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that:
    - a. A plan document, consistent with all legal requirements shall be mutually developed by the parties by December 31, 2009.
    - b. All bargaining unit members are eligible to participate in the plan.

## **ARTICLE IX** **TEACHING HOURS**

- A. All teachers shall be in their assigned buildings, available for duty, ten (10) minutes before the start of the school day; secondary teachers fifteen (15) minutes before the start of the school day. All teachers shall remain in their assigned building, available for duty, until ten five (5) minutes after their pupils have been dismissed for the day. It shall be the teacher's responsibility to advise the principal of his or her tardiness. Student instructional day shall be from 8:00 a.m. to 3:15 p.m. When a half day is scheduled for students, time shall be 8:00 a.m. to 12:05 p.m.
- B. Nothing herein shall prevent the administration from allowing a teacher to leave early or excusing a teacher's tardiness without penalty in the event of an emergency.
- C. Attendance at professional staff meetings after school hours is mandatory for all teachers when such meetings are scheduled by the Board or Administration. These meetings will be held on a predetermined weekday, other than Friday, once a month during the school year. One week's notice shall be required for staff meetings except by mutual consent of those required to attend. Meetings shall not last longer than one hour beyond the time students are dismissed, except by consent of those required to attend.
- D. The Board agrees that Parent/Teacher Conferences will be held during the following scheduled hours:
  - 1. Afternoon conference from 1:00 p.m. to 5:00 p.m.
  - 2. Evening conference from 6:00 p.m. to 8:00 p.m.

3. Conferences shall be held on a day mutually agreeable.
- E. In accordance with the calendar there will be an early dismissal at the end of the school day for the purpose of school improvement activity.
1. Teachers shall provide an agenda to the Superintendent, one (1) week in advance.
  2. A written synopsis of the meeting shall be provided to the Superintendent within three (3) days after the meeting.
  3. These meetings are mandatory and teachers will be excused from attendance only in case of an emergency.
  4. Classes on affected days will be adjusted.

**ARTICLE X**  
**TEACHING LOADS AND ASSIGNMENTS**

- A. Each high school teacher shall have not less than one (1) preparation period per day of not less than a full class period.
- B. All teachers shall be scheduled a preparation period of two hundred forty (240) minutes per week, scheduled in blocks of time of not less than 15 minutes. The 240 minutes will be flexible under extenuating circumstances.
- C. All teachers shall be entitled to a duty free, uninterrupted lunch period equivalent to a regular class period but in no event less than 30 minutes.
- D. Elementary teachers will receive \$49.00 per student, for each student over 25, according to the winter count, per year. High school teachers will receive \$7.00 per student, per year, for every student over 170.
- E. Since teacher attendance at school functions is of the utmost importance to students, teachers are encouraged to attend functions which they are sponsoring or in which their students are involved.

**ARTICLE XI**  
**COMPENSABLE LEAVE**

- A. The computation of a teacher's daily wage will be based on the state mandated number of days per school year being divided into the salary of the teacher.
- B. Within the limits as specified below, pay for leave time will be provided by the Board. The primary concern is for periods of personal illness; however, in appropriate circumstances, bereavement, personal business and emergencies shall constitute legitimate use of compensable leave.

- C. Three (3) days may be used for personal purposes. Teacher's request must be made at least twenty-four (24) hours in advance of anticipated personal day except in cases of emergency. Unused personal days will be paid at \$65.00 per day at the end of the school year.
- D. A maximum of five (5) days per school year may be used for a death in the immediate family defined as: spouse, father, father-in-law, mother, mother-in-law, sister, brother, children or grandparents, (Exceptions will be considered).
- E. Any of the 10 sick days remaining at the end of the school year shall accumulate from year to year until one hundred (100) days have accrued. Any teacher who teaches less than a full daily schedule shall have sick days prorated on a fractional basis. These one hundred (100) days shall be placed in a sick bank for the individual teacher to use in case of illness.
- F. The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery. Absence due to illness in the bargaining unit member's family shall be deemed legitimate use of sick leave. Immediate family shall include the bargaining unit member's spouse, children or step-children, parents, spouse's parents, grandparents, or spouse's grandparents.
- G. A schedule of accrued sick and personal days shall be prepared and distributed by administration by October 15 of each year.

## **ARTICLE XII**

### **LEAVE OF ABSENCE**

- A. Leave of absence with pay chargeable against the teacher's sick leave allowance may be granted for the following reasons:
  - 1. When an emergency illness in the immediate family (defined as spouse and children) requires a teacher to make arrangements for necessary medical or nursing staff. (Exceptions will be considered.)
  - 2. The need to conduct personal affairs that cannot normally be handled outside school hours such as performance of religious obligations and medical and dental appointments.
- B. Leaves of absence with pay not chargeable against the teacher's sick leave allowance:
  - 1. A teacher called to jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
  - 2. Teachers may be granted a leave of absence for administration approved meetings, clinics, workshops, curriculum studies, or other conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the administration.

3. Written applications for professional leave are to be submitted to the administration for approval at least one week in advance.

**ARTICLE XIII**  
**LEAVES OF ABSENCE WITHOUT PAY - NO INCREMENT**

- A. Following six years of service, leave of absence for one year without pay may be granted upon written application for the following purposes. No more than one teacher per year will be allowed a leave of absence. Seniority will determine leave of absence if two teachers apply in any given year. No increment will be granted for the unpaid leave.
  1. Study related to the teacher's licensed field.
  2. Study to meet eligibility requirements for a teaching certification other than held by the teacher.
  3. Study, research, or special teaching assignments involving probable advantage to the school system. The regular salary increment occurring during the leave shall be allowed.
  4. Other reasons for leave, such as extended family circumstances and educational travel, shall also be granted by the Board.
  5. Teaching in another school district in Michigan is excluded from this section.
- B. Any teacher whose personal illness or disability 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 disability. Upon return from leave, a teacher shall be assigned to the same position or a substantially equivalent position.
- C. Family and medical leave in accordance with the Family and Medical Leave Act of 1993. This section shall not be construed as limiting the right of a teacher to elect and the right of the Board to require a teacher to substitute paid leave for unpaid leave in accordance with section 102, c (2) of the aforementioned legislation.

**ARTICLE XIV**  
**CHILD CARE LEAVES**

- A. A leave of absence for up to one year without pay may be granted for a child care or adoption leave. Written application for such leave shall be received by the Superintendent no later than thirty (30) work days prior to the effective date of the commencement of the leave.
- B. When a teacher intends to return to work at the beginning of the school year following a leave, written notice must be given to the Superintendent no later than March 1st of the preceding year.

**ARTICLE XV**  
**MENTOR TEACHERS**

1. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the school code and shall perform the duties of a master teacher as specified in the code.
2. Each bargaining unit member in his/her first three (3) years of employment shall be assigned a mentor teacher by the administration. 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. Only one probationary teacher will be assigned to a mentor per year.
3. Participation as a mentor teacher shall be voluntary.
4. If no teacher(s) volunteer to be mentors, the administration shall assign a teacher as mentor or shall hire someone from outside the district.
5. Every effort will be made to match mentor teachers and probationary teachers who work in the same building and have the same area of certification or work assignment.
6. A probationary teacher shall only be assigned to one (1) mentor teacher at a time.
7. Subject to renewal each year, the mentor teacher assignment shall be for one (1) year and will be reviewed by the school district each year with input from the mentor and the probationary teacher.
8. Upon request, the administration shall make available, when possible, reasonable release time so that the mentor teacher may work with the probationary teacher in his/her assignment during the regular work day.
9. Probationary teachers shall be provided with professional development instruction as required by law.
10. Mentor teachers shall be paid \$300.00, prorated, if needed per school year.

**ARTICLE XVI**  
**PROTECTION OF TEACHERS**

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teacher recognizes that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy. It shall be the responsibility of the teacher to report to his/her principal the names of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teachers report that a particular student needs assistance.



- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designee. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with any incident by law enforcement and judicial authorities. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- C. If a complaint is lodged with the Board or its designee by a parent concerning any action taken by a teacher, the Superintendent will notify the teacher of such complaint. The following steps will be taken:
  - 1. A meeting will be held between the teacher and parent at the earliest possible time.
  - 2. If the complaint is not resolved at the original meeting, a conference will be scheduled, as soon as possible and practical between the teacher, Superintendent and parent.
  - 3. If still unresolved, the matter shall be brought to the Board for its investigation and final action.
  - 4. No written notice of any complaint directed toward a teacher shall be placed in any teacher's personnel file without the teacher's knowledge. Copies of all such dated notices shall be provided to the teacher for signature within a reasonable period of time. The teacher may provide a written statement of the matter, within ten (10) school days from the date of notice. The Superintendent is urged to call such matters to the teacher's attention whenever they occur or whenever a problem seems to be developing.
- D. Written complaints shall be provided to the teacher; the complaint must be signed to be placed in the personnel file.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable for damage or loss to person or property except in the case of gross negligence or neglect of duty.

**ARTICLE XVII**  
**MISCELLANEOUS PROVISIONS**

- A. During inclement weather, or when schools are closed for any reason, teachers will not be required to report for duty.
  - 1. It is the intent of the Alba Public School System to provide the state mandated instructional days of school plus five additional teacher days or its equivalent. Extra days over the state mandated number of school days that are not needed to make up for days lost due to inclement weather or unforeseen circumstances shall be dropped from the end of the school calendar.

- B. One half day shall be allowed at the end of each semester for marking, grading and recording school report cards and records.
- C. If any provisions of this Agreement or any application of the Agreement to any employees shall be found contrary to law, then such provisions or applications 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. All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement.

This Agreement shall not be interpreted or applied to deprive teachers of professional advantage heretofore enjoyed unless expressly stated herein. This Agreement shall also not be interpreted to prohibit the Board from making program cuts should economic shortage or declining enrollment occur.

- E. In the event of a teacher absence, the Superintendent or designee shall have the responsibility of arranging for and contracting a substitute teacher for that day or days.
- F. The Board may require, once during the school year, a physician's statement, or at its expense, employ a physician and/or psychiatrist to conduct an appropriate examination to determine an employee's fitness.
- G. The NCLB/ESEA provides different ways for a teacher to be considered a highly qualified teacher. The board and the association will work together to inform all bargaining unit members about their options when certification or qualification issues arise.
- H. An emergency manager appointed under the Local Government and School District Fiscal Act is authorized to reject, modify, or terminate this agreement as provided in the Local Government and School District Fiscal Accountability Act, 2001 Public Act 4. The parties have included this language due to the requirement of Section 15(7) of the Public Employment Relations Act.

### **ARTICLE XVIII**

### **NEGOTIATIONS PROCEDURE**

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern of 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 undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining 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 of Education and by a majority 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.

- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.
- D. The parties agree to begin the negotiation process beginning March 1, prior to the end of the contract year.

**APPENDIX A**  
**SALARY SCHEDULE**  
**August 1, 2015 – July 31, 2016**

2015-2016	Step	BA	BA+15	MA	MA+8	MA+15
	1	\$27,587	\$28,643	\$29,690	\$30,255	\$30,749
	2	\$28,743	\$29,844	\$30,933	\$31,521	\$32,038
	3	\$29,947	\$31,094	\$32,230	\$32,842	\$33,380
	4	\$31,201	\$32,397	\$33,581	\$34,218	\$34,779
	5	\$32,509	\$33,753	\$34,988	\$35,652	\$36,236
	6	\$33,871	\$35,168	\$36,453	\$37,146	\$37,755
	7	\$35,291	\$36,641	\$37,982	\$38,702	\$39,377
	8	\$36,768	\$38,176	\$39,574	\$40,324	\$40,985
	9	\$38,309	\$39,778	\$41,231	\$42,013	\$42,702
	10	\$39,915	\$41,444	\$42,958	\$43,774	\$44,491
	11	\$41,588	\$43,180	\$44,758	\$45,608	\$46,355
Longevity	15	\$43,329	\$44,989	\$46,634	\$47,519	\$48,297
	20	\$45,497	\$47,238	\$48,965	\$49,895	\$50,713
	25	\$47,770	\$49,601	\$51,414	\$52,389	\$53,247
	30	\$50,159	\$52,080	\$53,983	\$55,010	\$55,911

For the 2015-2016 school year, step increases and lane changes shall not apply.

\*\*The audit from the 2014-2015 school year will be compared against the audit from the 2015-2016 school year General Fund end of year fund balance. Any increase of fund balance above ten thousand dollars (\$10,000) to a maximum of thirty thousand dollars (\$30,000) will be split with the AEA members directly proportional to the AEA's percentage of the groups' payroll to the overall payroll budget. Funds will be prorated for employees working less than full time/full year and otherwise will be divided equally. The increase will be paid to the AEA membership within thirty days (30) of the audit presentation to the Board of Education to eligible members from the 2015-2016 school year.

**APPENDIX B**  
**HEALTH INSURANCE**

Effective August 1, 2015, the Board will contribute the following toward health insurance premiums: \$448.00 per month for a single subscriber; \$895.00 per month for two-person and \$1,220.00 per month for full family.

- A. Health Insurance – MESSA PAK A Member option: Choices II \$500/\$1000 deductible, \$10 office visit and Saver Rx or ABC Plan 1  
Delta Dental – 80/80/80 \$2000 80/\$2000  
Vision - VSP III Plus Platinum  
Life Insurance - \$50,000  
LTD – 66 2/3% Monthly maximum \$5000
  
- B. Employees declining health insurance shall be on Plan B and may apply up to the amount of \$5,262, minus the cost of PAK B benefits toward purchase of MESSA variable options, MEAFS Annuities or take the sum in payroll. Any amount exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium or subsidy amounts change for the group.
  
- C. All fringe benefits shall be prorated for part-time employees covered by this Agreement. For instance, a half-time employee shall be eligible for one-half the dollar value of fringe benefits for which he/she would be eligible if he/she were a full-time employee.

**APPENDIX C**  
**EXTRA DUTY PAY**

Extra duty assignments shall be entered into between the Board and the teachers on an annual basis. These assignments will be made annually at the discretion of the Board. Salaries for these assignments shall be determined according to the following percentages of the base B.A. pay specified within this contract.

Cheerleading	5.0%
Girls and Boys Varsity Basketball	7.0%
Boys JV Basketball	4.0%
Girls JV Basketball	4.0%
Jr. High Girls Basketball	4.0%
J~ High Boys Basketball	4.0%
Baseball	4.0%
Softball	4.0%
Track	4.0%
Varsity Volleyball	7.0%
Skiing	\$8.00/trip
7th-8th Grade Sponsor	0.5%
9th Grade Sponsor	1.0%
10th Grade Sponsor	1.0%
11th Grade Sponsor	1.0%
12th Grade Sponsor	2.0%
Transportation Allowance	IRS Rate
Cross Country	4.0%
Yearbook Advisor	6.0%
School Musical	3.0%
Odyssey Of The Mind	2.0%
Computer Coordinator	3.0%
Student Council Advisor	6.0%

**APPENDIX D**

**ALBA EDUCATION ASSOCIATION/ALBA PUBLIC SCHOOL DISTRICT**  
**GRIEVANCE REPORT FORM**

Grievance# \_\_\_\_\_

Distribution of form:

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date Filed

**STEP I**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Disposition of Principal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

D. Disposition of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

*If additional space is needed in reporting Section B of Step I, attach an additional sheet.*

**STEP II**

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP III**

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP IV**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator (as per attached statements)

\_\_\_\_\_  
Signature, District Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Association Representative

\_\_\_\_\_  
Date



**APPENDIX E**

**PAYROLL RESOLUTION**

(Pursuant to Article VIII of the Master Agreement)

WHEREAS-- Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, members may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit.

NOW THEREFORE BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS;

BE IT FURTHER RESOLVED that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with MPSERS retirement plan requirements.

This resolution shall have an effective date of \_\_\_\_\_, 199\_.

REPORTING UNIT NAME: \_\_\_\_\_(School District)

REPORTING UNIT NUMBER: \_\_\_\_\_

Approved by the Governing Board (school board)

DATE: \_\_\_\_\_

Secretary of the Governing Board (school board)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**APPENDIX F**

**Election of Retirement and Universal Service Credit benefits under Article VIII  
ADDITIONAL RETIREMENT CONTRIBUTIONS  
PAYROLL AUTHORIZATION**

A Michigan Public School Employees Retirement System (MPSERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deductions through payroll.

I understand that my employer has adopted a resolution under the “pick-up” tax deferral provisions of Internal Revenue Code (IRC) Section 414 (h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The employer resolution (and this agreement) shall take effect (today’s date)\_\_\_\_\_.

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414 (h)(2) and my employers resolution.

1. Deductions are to be made from my salary, for a total of \_\_\_\_\_months in the amounts of \$\_\_\_\_\_ per month with a final payment of \$\_\_\_\_\_.

2. These are additional retirement contributions.

3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPSERS will only accept payment from my employer for the designated service and not directly from me.

4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.

5. This agreement shall remain in effect only until: (a) payroll payments are completed, or (b) termination of employment.

REPORTING UNIT NAME (school district) \_\_\_\_\_ NUMBER \_\_\_\_\_

I irrevocably authorize the above payroll deductions under the conditions specified in my employer’s resolution and this authorization.

EMPLOYEE NAME \_\_\_\_\_

EMPLOYEE SOCIAL SECURITY NUMBER \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**DURATION OF AGREEMENT**

This Agreement shall be effective as of August 1, 2015 and shall remain in effect until July 31, 2016.

ALBA EDUCATION ASSOCIATION  
NORTHERN MICHIGAN EDUCATION  
ASSOCIATION/MEA/NEA

ALBA PUBLIC SCHOOLS  
BOARD OF EDUCATION

By \_\_\_\_\_  
NMEA President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
NMEA Staff Liaison

By \_\_\_\_\_  
Vice-President

By \_\_\_\_\_  
Chief Spokesperson/MEA UniServ Director

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Treasurer

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Trustee

Dated this Thirtieth day of July 2015.