

MARQUETTE AREA EDUCATION ASSOCIATION

AND

MARQUETTE AREA PUBLIC SCHOOLS

MASTER AGREEMENT

2012-2013

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2012-2013

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ARTICLE I - RECOGNITION; DEFINITIONS

Section 1

The Board hereby recognizes the Marquette Area Education Association ("MAEA"), the Upper Peninsula Education Association, and the Michigan Education Association as the exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. The bargaining unit shall consist of:

All regularly scheduled full-time and part-time certificated teaching personnel under probationary contract or continuing tenure, including counselors, alternative school personnel, department heads, nurses, social workers, psychologists, therapists, Planetarium Director, and Coordinators, and the Supervisor of Technology Integration; but excluding the Superintendent, Business Manager, Principals, Assistant Principals, Alternative School Director, Assistant Superintendents, Community School Director, Director of Audio-Visual, Vocational Educational Coordinator, custodial and maintenance employees, mechanics, food service employees, bus drivers, secretaries, clerical employees, all aides certificated or otherwise, substitutes, and all other employees including supervisors.

Section 2

The terms "employee", "member" or "teacher" when used in this Agreement refer to all employees in the above described bargaining unit unless the context requires otherwise. The use of masculine pronouns refers to both males and females.

Section 3

Working days as used herein shall be interpreted as school days (teacher work days) when school is in session (from the first scheduled teacher work day of the school year to the last scheduled teacher work day of the school year) and, when school is not in session, as Monday through Friday excluding holidays (as recognized by the District for employees in Central Administration).

ARTICLE II - BOARD RIGHTS

Section 1

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, or permitted, 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:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; to promote and transfer all such employees; and to establish, amend and enforce policies, procedures and work rules, including but not limited to rules concerning discipline and concerning possession or use of alcohol, drugs or other controlled substances.
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To decide upon 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.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- F. The Marquette Area Public School District is a “General Powers School District” in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a, as amended.

Section 2

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

Section 3

The Board has full right to grant or deny tenure to all teachers not officially holding tenure. The Board further has the right not to re-employ any nontenured teacher. This section shall be applied according to the Tenure Act in the State of Michigan.

Section 4

The Board shall have no obligation to grant the application of tenure laws and related procedures to employees other than those covered by such laws.

Section 5

Nothing in this Agreement shall be construed, directly or indirectly, to in any way interfere with the District’s obligation to comply with the No Child Left Behind Act or other state or federal laws, or regulations implementing such laws.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1

A grievance is defined as an alleged violation or misapplication of a specific provision of this Agreement. Teachers and the Association ("grievants") are required to follow and use this procedure in case they have any grievances which they wish to be considered and settled. Any grievance shall be presented as soon after the occurrence or non-occurrence of the event upon which the grievance is based or after such occurrence or non-occurrence comes to the attention of the grievant as is reasonably possible without interruption of work. In any event, in order to become the basis for a claim, the grievance must be presented at Step 1A within ten (10) working days (and, in writing, at Step 1B within fifteen working days) after the grievant knew or should have known if they exercised reasonable diligence and attention of such occurrence or non-occurrence. In no event shall the grievance be presented more than thirty (30) calendar days from the date of such occurrence or nonoccurrence. The term "occurrence or non-occurrence" shall be deemed to include the time at which such action is effectively taken by the Board or Administration notwithstanding that actual implementation of such action may take place at some future date. An individual employee may present a grievance and have the grievance adjusted without the intervention of the Association or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement. The Association, on behalf of the membership, may file a class action grievance. A class action grievance is appropriate only if it involves more than one (1) employee. Grievances will be presented in the following steps:

Section 2 - Procedure

STEP ONE

- 1A. (1) Within the ten (10) working days (as defined in Article I) provided in Section 1, a teacher or the Association (if a class action) must present the grievance orally to the principal (and/or other immediate supervisor for non-teaching professional personnel) or designee. While the grievance may be discussed at Step 1 without the presence of an Association representative, the teacher may request presence of an Association representative. If not resolved at Step 1A, the grievance may be appealed in writing to Step 1B within the fifteen (15) working days provided in Section 1.
- (2) An employee has the right to presence of an Association representative during grievance processing. If the Employer wishes to meet with the employee without presence of an Association representative, and does not believe the employee's claim is appropriately considered a grievance within the meaning of Section 1, the Employer may require the employee to meet with the principal, or other immediate supervisor or designee, without presence of an Association representative (to the extent permitted by law). After such meeting, however, if the employee still believes there has been a violation of a specific provision of this Agreement, such meeting will not preclude the Association representative from meeting with the principal (or other supervisor) at Step 1A.(1).

- 1B. Within the fifteen (15) working days provided in Section 1, the grievance shall be presented in writing (the "Statement of Grievance") to the principal (or other immediate supervisor or designee).
- 1C. If there is a meeting with the teacher to discuss the written Statement of Grievance the teacher may request presence of an Association representative. Within ten (10) working days after presentation of the written Statement of Grievance, the principal (or immediate supervisor or designee) shall give an answer in writing to the teacher and the MAEA.
- 1D. If a grievance arises which does not involve the principal (or immediate supervisor), Step One of the Procedure may be bypassed, but the time limitations of Section 1 will apply. If the grievance is accelerated to Step Two, the grievant must clearly indicate on the written Statement of Grievance that they are bypassing Step One.

STEP TWO

- 2A. If the principal's (or immediate supervisor's or designee's) answer to the grievance is not satisfactory to the teacher, or if no answer was given within the time limit, the teacher or the Association shall present the written Statement of Grievance to the Superintendent of Schools or designee within ten (10) working days after the principal's answer is given, or if no answer was given, within five (5) working days after the principal's answer was due. Upon request at the time of appeal, the Superintendent or designee will meet with the Association within five (5) working days.
- 2B. The Superintendent or designated representative shall give the MAEA representative an answer in writing no later than ten (10) working days after receipt of the written grievance or the requested meeting, whichever is later. If further investigation is needed, additional time may be allowed by mutual agreement in writing.
- 2C. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Two Section-B the Association shall have the right to appeal the dispute in writing to an ad hoc grievance committee of the Board within ten (10) working days after the Superintendent's reply. The ad hoc grievance committee of the Board will meet with the Association within ten (10) working days of receipt of the written appeal. The ad hoc grievance committee of the Board will give the Association an answer in writing within ten (10) working days of the appeal meeting.

STEP THREE

- 3A. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Two the Association shall have the right to appeal the dispute to an impartial arbitrator mutually selected by the parties, or selected according to American Arbitration Association rules and procedures. Such appeal must be taken within twenty-five (25) calendar days from the date of the decision provided for in Step Two.
- 3B. Powers of Arbitrator. It shall be the function of the arbitrator, and he shall be empowered after due investigation, to make a decision in cases of alleged violation or misapplication of the specific articles and sections of this Agreement. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. He shall

have no power to rule on any of the following:

1. The establishment of salary schedules.
 2. The termination of services of or failure to re-employ any probationary teacher.
 3. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.
 4. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law including any matter subject to the procedures specified in the Teacher's Tenure Act. (Act IV Public Acts, extra session of 1937 of Michigan as amended.)
 5. Board policy unless it is in violation of the contract.
- 3C. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding upon the Association, its members, the employee or employees involved, and the Board.
- 3D. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of back pay. No decision in any one grievance shall require a retroactive wage adjustment to any other employee unless such grievance was filed as a class action grievance.
- 3E. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

Section 3 - Statement of Grievance

The "Statement of Grievance" shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the MAEA with respect to these provisions, shall indicate the specific relief requested and shall be signed by the grievant.

Section 4 - Time Limits

Any grievance not advanced to the next step by the teacher or the Association within the time limit in that step shall be deemed abandoned. Time limits may be extended by the Board and the Association in writing; then the new date shall prevail. If the Administration fails to answer in the given time, the teacher or Association shall so notify the administrator involved. If the administrator fails to answer by the end of the next work day after such notice, the teacher's or Association position shall prevail.

ARTICLE IV - TEACHER RESPONSIBILITIES

Section 1

In addition to teaching, the school day will be used for:

- A. Planning and preparing for classes.
- B. Evaluating pupil progress.
- C. Reporting evaluations of pupil progress to the school Administration and to the parents of the children whom they teach at appropriate times during regular working hours except under extenuating circumstances.
- D. Providing professional service to the school and the community for the purpose of assisting in the development and implementation of quality education in the system.
- E. Furnishing essential reports and information required by administrators.

Section 2

In addition to activities during the Teacher Day (Appendix A-2), teachers are expected to participate in activities such as the following after the Teacher Day:

- A. Faculty meetings and departmental meetings. The common meeting day will be Tuesdays (normally alternate Tuesdays).
- B. Professional development training sessions which have been mutually agreed upon by the MAEA and the District. Unless the MAEA and the District mutually agree, faculty and/or departmental meetings which extend beyond the end of the day will not include professional development training sessions. Professional development training sessions do not include sessions where teachers are informed or instructed about District or building level policies, procedures and/or interpretations which impact upon the teacher's responsibilities.
- C. Meetings of committees on which the teacher has volunteered to serve.
- D. Parent-teacher conferences as provided in the Parent Teacher Conference Article (XXII).
- E. High School graduation exercises (High School teachers).
- F. Participation in up to one three-hour open house program per school building will be required by all MAEA members with the following conditions:
 - 1. As compensation for required attendance at each open house program, four of five MAPS professional development days will be shortened by at least fifty (50) minutes.
 - 2. Scheduling of open house programs will be the responsibility of each building administrator following consultation with each building's school improvement team.

Section 3

It is understood that the teacher preparation period is subject to the total school program, and as a result, such things as substituting in a classroom, special events, field trips, testing programs, emergency class needs, assemblies, etc., may from time to time be substituted for preparation time. Preparation periods shall be used for such things as preparation, conferences with parents, teachers, and administrators, and special assistance to students. Teachers who involuntarily substitute for other teachers during normal preparation time shall be compensated at \$20 per period. Preparation time shall not be used or spent on any unconnected or non-school activity.

Section 4

Except for the lunch period, non-classroom time of a teacher shall be devoted to duties such as the following: the instructional program, conferring with parents, pupils, Administration, and supervisors, studying and maintaining records, and professional development on scheduled professional learning team days.

Section 5

The teachers will assume an active role in supervising students in the building throughout the normal school day.

Section 6

Teachers will be expected to remain on duty as long as needed in the event of emergency situations as determined by the Superintendent.

Section 7

It shall be the responsibility of teachers to interpret the program of the schools to the community in ways which will improve the public's understanding of purposes and procedures and encourage its involvement and support.

Section 8

Teachers will not leave their buildings during working hours without the consent of the building principal or his designated representative.

Section 9

Teachers may not, without written approval of the Employer, request State Board of Education nullification of certifications or endorsements unless, at the time of such nullification, the certification/endorsement has not been used by the teacher for five (5) or more years. Should any teacher have any certification or endorsement currently being used by them nullified (or otherwise terminated) during the school year, without approval of the Employer, their employment may be terminated. Pursuant to this Agreement, any employee (including any employee having their certification/endorsement terminated during the year who is not discharged) obtaining nullification of any certification/ endorsement without required written approval by the Employer will thereafter be considered to have the lowest seniority in the

District, notwithstanding any other provisions of this Agreement to the contrary, for the balance of such five years. Upon expiration of such five years the employee will be re-credited with the seniority held by them at the time of such nullification and will, at the end of such five years, again commence earning seniority.

Section 10

The teacher will remain with his students until the special teachers of art, music and physical education assume responsibility for the period.

Section 11

Each teacher shall, as a condition of continued employment, meet the Highly Qualified Teacher definition for each subject area in which the teacher teaches pursuant to the requirements mandated by the No Child Left Behind legislation.

Section 12

- A. It is the responsibility of the Administration during teacher illness and absence to cover classes.
- B. It is the individual teacher's responsibility to notify the appropriate Administrator, or designee, of the intended absence as soon as the need becomes apparent. Whenever possible, the teacher shall notify the appropriate Administrator, or designee, the night prior to the absence and, at the very latest, one hour before the start of the teacher's day. When continued or extended illness occurs, or otherwise upon the reasonable request of the administration, it is the teacher's responsibility to provide their Administrator, or designee, with information about the length of their absence, and the probable date of return, and to provide such additional information to the Human Resources Office as may be required. Without limitation on other possible disciplinary action, any teacher failing to fulfill the requirements of this paragraph will not be compensated for the absence in question, even if it would otherwise qualify as paid leave, unless excused in writing by the Superintendent.

Section 13

A teacher shall endeavor to give proper notification of his intent to leave the system as soon as such intent is known. Whenever possible, this notification shall be no later than April 1 so that continuity of program and adequate planning can be achieved by the Administration.

ARTICLE V - SCHOOL DAY

Section 1

- A. Normally, teachers in the Senior High School will be expected to report for duty at least fifteen (15) minutes before the opening of the pupils' regular school day and remain at least thirty-five (35) minutes after the close of the pupils' regular school day. This shall be considered non-classroom time as specified in Article IV, Section 4.

- B. Normally, teachers in the middle schools will be expected to report for duty at least fifteen (15) minutes before the opening of the pupils' regular school day and to remain at least thirty-five (35) minutes after the close of the pupils' regular school day. This shall be considered non-classroom time as specified in Article IV, Section 4.
- C. Normally, teachers in the elementary school will be expected to report for duty at least thirty-five (35) minutes before the opening of the pupils' regular school day and to remain at least fifteen (15) minutes after the close of the pupils' regular school day. This shall be considered non-classroom time as specified in Article IV, Section 4.
- D. Individual buildings may change the amount of time the teacher remains in the building before and after the pupil day as long as the total number of minutes remains the same as stated in Section 1, paragraphs A, B, and C.
- E. On Fridays or on days preceding holidays or vacations, teachers' days shall end fifteen (15) minutes after the close of the pupils' regular school day.
- F. Exceptions may also be made for good cause by the principal to the provisions relating to time after school.
- G. The normal workday for non-teaching professionals shall be as defined in Appendix A-2.
- H. Non-classroom time may be adjusted as necessary for compliance with Appendix A-2.

Section 2

The Administration shall have the right to determine the starting and ending time of the school day and class and lunch period schedules. No teacher shall have less than thirty (30) minutes of uninterrupted duty-free lunch time. If student lunch periods are more than 30 minutes, the teacher's non-classroom time in excess of 30 minutes shall be considered non-classroom time as specified in Article IV, Section 4, and the non-classroom time before and after the pupils' regular school day, as specified in Section 1 above, will be adjusted if necessary for compliance with Appendix A-2 (length of Teacher Day). The amount of time each teacher is engaged in student instruction per day shall not exceed that stated in Appendix A-1. The length of the Teacher Day (including lunch) shall not exceed that defined by Appendix A-2.

Section 3

A. Elementary Prep Time

1. The Board agrees to continue its practice regarding teacher preparation time for elementary teachers during those times when students receive instruction from special area teachers such as teachers of art, music or physical education. The Board will provide an average of at least two hundred forty (240) minutes per week of teacher preparation time (exclusive of recess time) for each full-time elementary teacher of regular education classes, prorated for part-time. The District will strive to schedule at least one (1) preparation period per day for each Elementary teacher. Elementary special area teachers and other teachers with similar schedules, will also be scheduled for an average of at least 240 minutes of preparation time, but such time may not be scheduled in the same manner

as for elementary teachers of regular education classes.

2. For elementary teachers, the 240 minutes of preparation time will normally include periods of at least twenty-five (25) minutes each. For elementary special area teachers and other teachers with similar schedules, the 240 minutes of preparation time may include time contiguous with any non-classroom time before or after the students' day or the students' lunch period. A reasonable amount of passing time will be provided between classes.
3. Elementary building principals will meet with special area teacher representatives while preparing future schedules to attempt to schedule in accordance with the Association request. Any recommendation for additional staff, or otherwise involving cost to the District, is subject to Board approval. When elementary specials are being scheduled, a voluntary representative from each special area will be invited to participate.

B. Middle School / High School Prep Time

1. All middle school and high school teachers will receive daily individual prep time equivalent to one regularly scheduled class period.
2. Advisor / Advisee session(s) shall not be counted as prep time.

Section 4

Certificated teachers assigned to teach non-elementary regular education or special education classes full-time are entitled to a teacher preparation period (Appendix A-1), prorated for part-time. Librarians, counselors, social workers, therapists, nurses, at-risk coordinators and elementary special education teachers have no designated preparation time. As in the past they, as professionals, will need time during the work week for conferring with parents, pupils and Administration, maintaining records and other such duties.

ARTICLE VI - TEACHING CONDITIONS

Section 1

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are desirable for the instruction of children. The Board will continue its policy of providing necessary attendance books, paper, pencils, pens, and other materials required for daily teaching responsibilities.

Section 2

The Board will continue its policy of providing typing and duplicating facilities in each school for the preparation of instructional materials. The Board shall permit reasonable xeroxing by teachers.

Section 3

- A. The ratio of students to full-time high school counselors shall not exceed 450-1.
- B. Equalization of class sizes within a building, including consideration of students with special needs, will be discussed with the classroom teachers involved. Reasonable attempts will be made to equalize class sizes within each building.
- C. The following are established as maximum class size / caseload goals.
1. Elementary (K-5):
 - Kindergarten 22 students
 - Grades 1-3 25 students
 - Grades 4-5 27 students
 2. Secondary, middle school (6-8) and high school (9-12): 32 students in six period high school day; 30 students in seven period high school day; caseload of 150 students in a six period day and 180 students in a seven period high school day.
 3. Middle School and High School instrumental music, choral, PE: No maximums per hour; caseload of 175 students in a six period high school day and 210 students in a seven period high school day.
- D. The following procedure will be used if a teacher wishes to appeal a class size concern:
1. Step One:
The individual teacher will meet with their building principal or his/her designee to discuss the teacher's concerns and address possible solutions. If a resolution is not reached, the teacher may proceed to Step Two.
 2. Step Two:
If the affected teacher does not feel their concern has been adequately resolved, he/she may contact and set up a meeting with the Association President or his/her designee. At the President's discretion a meeting may be set up with the Superintendent or his/her designee to try to address the concern and discuss possible solutions.
 3. Step Three:
If the Association President sets up a meeting with the Superintendent or his/her designee, it is agreed the Superintendent or designee will consider the teacher's concerns and make a good faith effort to reach an equitable solution where appropriate. Upon request by either of the parties, the building administrator may be involved.
 4. Possible Remedies:
 - (a) An aide may be provided.
 - (b) Class size may be adjusted.
 - (c) Monetary remuneration as mutually agreeable to the Association and the District may be provided.
 - (d) Any other remedy as mutually agreed upon by the Association and the

- District may be provided.
- (e) No remedy may be provided.
 - (f) Unless otherwise specifically agreed in writing, any remedy is limited to the particular teacher and particular class, will not be considered binding upon the District in any other circumstances, and will not be considered precedent for the same, similar, or other matters in the future.

Section 4

- A. The Employer agrees that supervisors or noncertificated personnel shall not be used at any time to replace certificated employees regularly employed in the bargaining unit, except in emergencies when bargaining unit employees are not available to do the work assigned. However, this clause shall in no way prevent the Administration from executing its managerial authority within the classrooms of the school system.
- B. No work shall be involuntarily assigned to teachers which is not part of normal teacher responsibilities. Examples of such non-teaching activities would include bus driving, maintenance or custodial work.
- C. No new employee will be hired within a specific subject area of certification unless all present employees who are teaching within that specified subject area are offered such additional employment (or are employed full-time).

Section 5

- A. Any case of assault upon a teacher that is job related shall be promptly reported to the Administration. The Administration shall take prompt and appropriate action.
- B. The District will maintain a School Board policy concerning suspension of disruptive students in accordance with law.

Section 6

- A. The Administration will assign staff to certain buildings on a regular basis. It shall maintain the right to place non-teaching professional staff into any buildings where needs or demands may arise. This process shall not be subject to the transfer clauses of this Agreement.
- B. Appropriate work space will be provided in each building (whenever possible) for non-teaching professional staff to work with students. Regular work space shall be provided for each non-teaching professional staff person.

ARTICLE VII - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1

The MAEA shall have the right to use school buildings for meetings under the following terms:

- A. The intended use of the school facilities shall not interfere or conflict unduly with regular school functions. If there is a conflict, the Superintendent makes the final judgment.
- B. Requests for use of school facilities for meetings shall be made to the school principal, Superintendent or designee. This request must be made three (3) days prior to the meeting.
- C. The MAEA and its representatives shall have the right to use the school facilities between 7 a.m. and 10 p.m.
- D. The Association shall be responsible for damages beyond ordinary wear and tear, and for the conduct and discipline of those attending. Fire and safety regulations must be followed at all times.
- E. These meetings cannot be political or religious in nature without Board approval.

Section 2

The Association shall have the right to post national, state, and local educational newsletters, information relating to the programs of the NEA-MEA, and MAEA; and notices pertaining to the MAEA, such as notices of meetings, elections, appointments, and social activities. At least one bulletin board in each school shall be designated by the building principal for this purpose. In addition, the MAEA may use the inter-school mail service and teacher mailboxes for distributing the above materials, upon notification to the building principal. No political matter or advertising of any kind will be so posted or distributed. However, the Association's internal political materials (on the local, state, or national levels) shall be considered allowable. The MAEA shall have the right to use school typewriters and duplicating equipment for preparing such notices, upon first notifying the building principal when the equipment is not otherwise in use. In addition, the MAEA President may use such equipment under the previously outlined provisions in the building in which assigned to teach. The Association shall pay the school the cost of all materials and supplies incident to such use.

Section 3

- A. The MAEA shall be credited with a total of twenty (20) days for each year of the Agreement to be used by teachers who are officers or agents of the Association while acting in their official capacities. Such days may also be used by the Association for processing of grievances and, at the discretion of the Association, may also be used by the grievant. During a multi-year Agreement such days may be granted at any time during the Agreement term but unused days may not be carried over beyond the end of the current Agreement term.

- B. The MAEA agrees to notify the Board no less than twenty-four (24) hours in advance of taking such leave. Less than twenty-four (24) hours shall be on the approval of the Superintendent (or designee).
- C. The MAEA further agrees to attempt to limit the requests for any one (1) teacher to insure continuity in the classroom.
- D. The MAEA and the Board will alternate payment of a substitute teacher. The MAEA will indemnify the Board for the even numbered days.

Section 4

The Employer agrees to furnish to the Association available information requested concerning the financial resources of the District together with information which may be necessary for the Association to process any grievance. The Administration shall make available to the MAEA President the packet of information that is provided to members of the Board prior to Board meetings, excluding information that is not required to be disclosed to the public by law. The MAEA President shall pick up this packet of information at the Board of Education offices. The packet shall be made available to the MAEA President at the same time it is provided to Board members.

Section 5

The Superintendent and Association representatives shall have the opportunity to meet at a minimum of once every three (3) months for the purpose of discussing issues of concern to either party.

ARTICLE VIII - AGENCY SHOP; DUES AND SERVICE FEES; PAYROLL DEDUCTIONS; TEACHER CONTRACTS

Section 1 - Agency Shop; Dues and Service Fees

- A. Agency Shop. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
- B. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- C. Service Fee Payers. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures, to the extent required by law. The remedies set forth in such policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted all other administrative and judicial procedures shall be barred, to the extent legally permissible.
- D. Termination of Employment. Should the bargaining unit member be legally obligated to pay such Service Fee but fail to pay such fee, the Employer shall, at the written request of the Association, terminate employment of such member (to the extent legally permitted)

within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for termination of employment.

E. Termination Procedure. The procedure in all cases of termination of employment for violation of this Article shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Such notice shall detail the non-compliance, provide at least ten (10) days for compliance, and advise the recipient that a request for termination of employment may be filed with the Board should they fail to comply.
2. If the bargaining unit member fails to comply, the Association may file written charges with the Board requesting termination of the bargaining unit member's employment. A copy of the notice of non-compliance and proof of service shall be attached to such charges.
3. The Board, following receipt of such charges and request for termination, shall conduct a due process hearing on such charges; to the extent such bargaining unit member is protected by the provisions of the Michigan Teachers' Tenure Act all processing shall be in accordance with the Act.
4. In the event of legal compliance at any time prior to termination of employment the charges will be withdrawn.

F. Indemnification. The Association shall indemnify the District, the Board, individual school board members, and employees, and hold them harmless, against any and all suits, claims, demands and liabilities, including reasonable attorney fees, that shall arise out of, or by reason of, any action that shall be taken by the District for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list, notice or assignment which shall have been furnished to the District under any of such provisions, provided such damages have not resulted from the sole negligence, misfeasance or malfeasance of the District or its agents. The Association shall have the right to choose legal counsel to defend any such suit or action, and shall have the right, after consultation with the District, to decide whether to defend any such action, whether to compromise or settle any such action, and whether to appeal a decision of any court or other tribunal regarding such suit or action.

Section 2 - Additional Payroll Deduction

A. Upon appropriate written authorization from the bargaining unit members, the Employer shall, to the extent permitted by law, deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Employer provided that there are at least ten (10) employees authorizing such deductions to the particular organization involved.

- B. These deductions shall be made every payday once the authorization is delivered to the business office. Upon authorization individuals on twenty-six (26) pay periods will have deductions continue for the summer with notification to be made no later than May 1. Except in unusual circumstances, bargaining unit members shall not be permitted to make more than two (2) changes per year total for such deductions.

Section 3 - Period of Enrollment

The Association shall present to the Board authorizations for deduction by the second Friday of the school year.

Section 4 - Teacher Contracts

- A. Probationary teachers shall be required to sign an individual contract each year. Tenure teachers shall be required to sign a continuing contract. Any contract offered to a bargaining unit member shall contain the following provision:

This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Employer and the exclusive bargaining representative of teachers and other employees who are members of the teacher bargaining unit employed by the Employer. This contract is also subject to Board policies pertaining to prohibited subjects of bargaining, including, but not limited to, Board policy pertaining to reduction of staff. The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Article VIII (Agency Shop; Dues and Service Fees; Payroll Deductions; Teacher Contracts).

- B. An individual notice shall be sent to each bargaining unit member specifying changes in salary and extracurricular assignments by October 1.

Section 5

The Board shall not be liable for any errors or losses in the administering of this Article.

Section 6

The Board will notify the Association of any changes in the status of an employee.

ARTICLE IX - DUTIES OF DEPARTMENT OR TEAM CHAIRPERSONS

MARQUETTE MIDDLE AND SENIOR HIGH SCHOOLS

Section 1 - Qualifications and Length of Appointment

- A. The Chairperson is a teacher who has been selected by the members of a particular department by means of an advisory vote provided to the respective principal. In the event the principal does not feel that a candidate is appropriate or suitable, the principal has the full right to reject the individual and request another candidate. In the event that

the department members and the principal cannot mutually agree on an appropriate candidate, the principal has the right to make a unilateral decision for the department and the school. For departments with fewer than four (4) teachers, however, serving as chairperson is voluntary.

- B. A chairperson will be elected for a three (3) year term. Terms for all the department chairpersons will be staggered in such a manner so that chairpersons will be alternated every three (3) years in order to provide continuity. Elections will be conducted by April 1 of the academic year so that incoming chairpersons will assume the positions at the beginning of the next academic year.

Section 2

Chairpersons shall be compensated as follows:

<u>Full-Time Teachers in Department</u>	<u>Percent of BA Base</u>
4 - 6	4%
7 - 9	5%
10 - 12	6%
13	7% *

*or a free period at the discretion of the building principal.

Section 3

The duties and responsibilities of the Chairperson will be determined by the building principal. In general, these duties and responsibilities shall include the following:

- A. He shall, under the direction of the principal, coordinate the activities of the department.
- B. He shall:
1. Represent the department at meetings designated by the building principal.
 2. Chair meetings of teachers of departments.
 3. Assume leadership in seeing that the program of the entire department is advanced and maintained to the highest possible and balanced level and coordinated with other departments.
 4. See that staff members in the department, especially new personnel, receive such assistance and information as will help to do the best possible job.
 5. Plan with teachers of the department: Attendance at appropriate conferences in the light of values to the department, money appropriated for conference attendance, and fair representation, subject to approval of the building principal.
 6. Submit to the principal at the end of the school year a written report of the work and progress of his department, together with suggestions for changes and improvements.

7. Make recommendations for the adoption of textbooks and for the purchase of equipment and supplies for the department.
8. See that departmental books, equipment and supplies are properly cared for and that a written inventory is maintained.
9. Perform normal teaching duties.
10. Assist in coordinating the work of teacher aides in the department.
11. Assist substitute teachers.
12. Make recommendations on class assignments and work schedules of the teachers in his department.

Section 4

The Lead Teacher at the Alternative School shall receive additional compensation of a stipend equal to 5% of the BA Base salary.

ARTICLE X - PROFESSIONAL COMPENSATION

Section 1

The salaries for the employees covered by this Agreement are those set forth in Appendix B attached hereto and made a part of this Agreement. Nothing contained in this Agreement shall be construed as a guarantee of pay for a minimum number of hours of work or days of work nor as a limit on the Board's right to schedule work in excess of the normal work day or normal work week.

Section 2

- A. At the beginning of the school year every teacher shall be given a choice of three (3) pay plans as follows:
 1. Twenty-one (21) equal payments during the school year, the first payable on the first regularly scheduled District payday after school starts, and each two (2) weeks thereafter.
 2. Twenty (20) equal payments during the school year based on twenty-six (26) equal payments, the first payable on the first regularly scheduled District payday after school starts, and each two (2) weeks thereafter, plus one (1) payment equal to the remaining six (6) payments two (2) weeks after the twentieth (20th) payment.
 3. Twenty-six (26) equal payments, the first payable on the first regularly scheduled District payday after school starts, and each two (2) weeks thereafter.

- B. Teachers may have the option of having their paychecks directly deposited into a financial institution of their choice upon notification in writing to the Business Office by October 1. Deposits will be mailed or electronically transferred the same day as other unit members receive their paycheck.

Section 3

- A. Prior to taking graduate hours which are intended for advancement on the salary schedule, the teacher and the Superintendent or his designee will meet to discuss the teacher's professional growth including their advanced degree intentions and course work contemplated. Only graduate hours approved in advance, and earned after completion of the indicated degree, will normally be counted toward advancement horizontally on the salary schedule. (For example, only graduate hours taken after completion of the MA degree will be counted for advancement to the MA+20 column. If approved in advance, but earned prior to completion of the MA degree, such hours would be credited only toward advancement to the BA+18 or BA+40 columns even if more than 40 hours were completed.)
- B. Advancement on the salary schedule will be subject to the following conditions:
1.
 - (a) As long as the graduate program is reasonably related to professional development in the field of education, or district needs, the teacher may choose their own degree program.
 - (b) Once a specific graduate program has been chosen, graduate hours which are requirements for such an advanced degree will be credited toward advancement on the salary schedule.
 2. Graduate hours taken for improvement in the education field will be credited so long as they are reasonably related to professional development or district needs.
 3. Hours will be credited only upon approval by the Superintendent or his designee and must be from an accredited institution. To be credited the teacher must have completed the course satisfactorily (Grade C or better).
 4. Hours for credit beyond the BA degree must normally be graduate hours. The District may grant credit for undergraduate hours where the District (after the teacher has been employed) has identified a need for the teacher to take undergraduate hours, but approval must be obtained prior to taking the hours and must specifically state, in writing, that the hours are not graduate hours but will be credited toward advancement horizontally on the salary schedule.

Section 4

The Board shall pay the tuition costs for all courses that are mandated by the Board. This does not apply to courses required for continuing certification.

Section 5

- A. Teachers earning approved credits prior to any semester shall be compensated and/or placed in the appropriate category to be effective the semester following the completion of the credits. Notification of additional hours must be made prior to the succeeding semester of that school year. Proof of credits earned must be furnished by transcript within sixty (60) days after the beginning of the semester.
- B. A bargaining unit member shall be placed on the longevity steps (salary steps 13-16-20-24-28) at the beginning of the semester following the date they have completed their 12th, 15th, 19th, 23rd, or 27th year of employment as a teacher or bargaining unit member; e.g., if they complete their year on October 15, they would be placed on the longevity step at the beginning of the second semester.

Section 6

A teacher's daily rate shall be determined by dividing the number of teacher work days into the teacher's salary (Appendix B). The hourly rate will be determined by dividing the daily rate by eight (8) hours per day.

Section 7

- A. All extracurricular assignments (excluding teachers) shall be filled consistent with the vacancy filling provisions of Article XVII except that assignments which do not require certification shall be made on the basis of qualification and experience. If the qualifications and experience are equal, seniority shall prevail under normal circumstances. Final decisions regarding qualifications shall be made by the Superintendent (or designee).
- B. If a Non-teacher will be formally evaluated in connection with an extracurricular assignment, they will be advised, prior to such evaluation, of the criteria upon which they will be evaluated.
- C. Extracurricular assignments include all assignments listed in Appendix C. Compensation for extracurricular assignments not listed in Appendix C shall be negotiated. Such assignment shall not be deemed to grant a person tenure in such position, nor be precedent for employment to such position in future years. A teacher wishing to discontinue an extra-curricular position shall notify the Administration by April 1.

Section 8

The Board shall determine whether bargaining unit employees shall work additional days beyond those set forth in the calendar. In this event employees shall be paid additional compensation for each day worked at their daily rate.

Section 9

If a teacher is unable to report for work on a scheduled work day and he/she is not considered to be on an approved leave covered by Article XI, the teacher shall forfeit a day's pay as determined

by Article X, Section 6. Unless such day(s) exceeds three (3) in any school year, there shall not be loss of seniority.

ARTICLE XI - LEAVES OF ABSENCE

Section 1 - With Pay

Seniority shall accrue in this section.

A. Sick Leave

1. Full-time employees absent from duty shall be allowed ten (10) days sick leave per year; such days may be accumulated if not used to a maximum of two hundred (200). Employees working less than full time shall receive prorated sick leave days.
2. Sick leave will be granted for:
 - a. personal illness or quarantine
 - b. serious illness or death in the immediate family (spouse, parent, parent of current spouse, child, sibling, sibling of current spouse, grandparent, aunt or uncle) or death of a student that is on a teacher's current roster.
 - c. sick leave will be granted for doctor and dental appointments not to exceed four (4) per year.
 - d. an employee who contracts lice, pinkeye, impetigo, or scabies as a result of performing his/her professional duties and is absent from work as a result shall suffer no loss of compensation nor loss of sick leave days.
 - e. other reasons approved by the Superintendent.
 - f. Bargaining Unit Member Assistance
 1. The Employer is concerned for the health and well-being of the individuals in its employment and aware of the new knowledge and concepts that have been developed concerning the employment impact of medical and behavioral problems of employees and the procedures for overcoming them. The parties agree that successful treatment is in the best interest of bargaining unit members, the Employer, and the Association.
 2. Upon request, the Administration shall provide information to bargaining unit members experiencing job-related or personal problems about appropriate outside diagnostic assistance and treatment agencies. A bargaining unit member's involvement will be completely voluntary and confidential.

3. In order to qualify for sick leave the employee may be required to furnish Medical Certification for continued or extended illness of more than three (3) days, where the employee has accumulated five (5) sick leave occurrences during the current school year, or where the Employer has a reasonable basis for believing the employee has given false reasons for an absence.
 4. Maternity Sick Leave
 - a. Upon a doctor's certification of inability to work, a pregnant employee shall be granted the necessary time for childbirth and recovery. This time shall be certified by the employee's physician. The physician shall also state the date on which the employee shall be able to return to work. This return date shall terminate the maternity sick leave unless otherwise extended by the physician.
 - b. Ample notification of the expected delivery date shall be given to the Superintendent in order to avoid any interruption of the educational program or any program for which that employee has a supplementary contract. The employee may work as long as her condition does not interfere with her assignments and duties.
 5. Maternity Leave Without Accumulated Sick Days. Employees who require a maternity sick leave due to continuing medical inability to work, who do not have enough (or any) accumulated sick days, shall be granted unpaid sick time (with proper Medical Certification) according to the provisions of Article XI Section 2E. (Unpaid Sick Leave) and Section 2J. (FMLA Leave) below. Fringe benefits will continue for up to four (4) months during such Unpaid Sick Leave as provided in such Sections.
 6. It shall be the responsibility of each employee to notify the district as soon as possible as to his unavailability of work due to illness or other cause.
- B. Personal Business Leave. Over the life of the contract two (2) days per contract year shall be granted for personal use. During a multi-year contract such days may (subject to scheduling as provided below) be used at any time during the contract term. No more than five (5) such days may be used at any one time. Except, on special request, for observance of recognized religious holidays for the established religion of which the employee is a member, personal leave days will not be approved during a period of two (2) days before or two (2) days after a recess (a break of more than one consecutive weekday) or during the first two (2) weeks or last two (2) weeks of the school year. Probationary teachers, and tenured teachers on an Individualized Development Plan, may not use Personal Business Leave on professional development days. Not more than ten (10) percent of the bargaining unit employees of any one building may be granted personal leave for any given day. An employee must have the approval of a personal leave day(s) with the Administration at least forty-eight (48) hours in advance. If five (5) days of personal leave days are to be used at any one time, the employee must have approval of such days with the Administration at least ten (10) working days in advance. Personal Business Leave may be granted from September 14, 2012 to and including May 23, 2013.

If the employee does not use such day(s) the employee shall have the following options:

1. To accumulate such days to a maximum of six (6); during the term of this Agreement, unused days may be carried over from one year to the next, but may not be carried over beyond the end of the current Agreement term;
2. To have such days added to the employee's accumulated sick leave; or
3. To receive compensation in the amount of \$40 for each day.

Such days shall be prorated for employees working half time or more.

C. Pay The Sub Personal Leave

1. Over the life of the contract one (1) Pay The Sub Personal Leave day per year may be granted for personal use. During a multi-year contract such days may be granted at any time during the contract term. The teacher will indemnify the Board of Education the equivalent of a full day's conventional substitute pay for each day granted.
2. Employees elected to political office may use one (1) of such Pay The Sub Personal Leave days per year for attendance at required political meetings and obligations. So long as they use no more than one normal Pay The Sub Personal Leave day that school year, they may be granted up to an additional three (3) Pay The Sub Personal Leave days during such school year for political meetings and obligations.

D. Special or Discretionary Leave. A special or discretionary leave may be granted under certain circumstances to a tenure teacher by the Board.

E. Sabbatical Leave. After seven (7) consecutive years of employment, a teacher may apply for sabbatical leave as permitted by law. Permission may be granted to no more than one percent (1%) of the teachers each year. One-half of the basic salary will be paid. Teachers shall return to the school district for a minimum of two (2) years following a sabbatical leave. In the event a teacher does not stay in the school district for a minimum of two (2) years, he shall, within two (2) years, repay the Board that part of his sabbatical leave salary after deduction of taxes thereon which the unexpired period of service bears to two (2) years. Fringe benefits shall continue during this leave, but sick leave will not accrue.

F. Leave Which Includes Fringes. A leave of absence of up to one (1) year with fringe benefits paid by the Employer may be granted. The fringe benefits will include the health, dental and life insurance coverage that is provided to full-time employees. An additional year may be granted.

G. Jury Duty Leave. Teachers will be granted a leave of absence for required performance of jury duty. Upon submission of an appropriate statement from the court of the time served and compensation paid while on jury duty, and payment to the District of such compensation, the teacher will be paid the salary (Appendix B) they would otherwise

have been paid by the District.

- H. Witness Leave. Teachers will be granted unpaid leave as may be required for appearance in court when subpoenaed as a witness. For such appearances pursuant to subpoena, however, the teacher may use Pay The Sub Personal Leave, the teacher being paid for such leave reduced by the equivalent of a full day's conventional substitute pay for each day granted, without deduction from the number of Pay The Sub Personal Leave days provided above. Paid Witness Leave will be granted for appearance in court as a witness on behalf of the District (or in any action by a third party, not involving the teacher, which arises out of performance of their teaching duties); upon submission of an appropriate statement from the court of the time served and compensation paid while on witness duty, and payment to the District of such compensation, the teacher will be paid the salary (Appendix B) they would otherwise have been paid by the District. Leave will be without pay in actions between a teacher and the District, or between the Association and the District, unless the teacher is appearing on behalf of the District. (The provisions of Article III Section 2 Step Three Paragraph 3E notwithstanding, the Association may call up to two witnesses, neither of whom may be the grievant, to testify during an arbitration hearing pursuant to this Agreement, without loss of pay, and without the necessity for use of Association Days as provided by Article VII, Section 3.)

I. Compensatory Leave Time

1. Professional Development Programs

Professional staff members are encouraged to contribute their expertise through participation as presenters for professional development programs as approved by the Superintendent or designee. When such professional development programs are provided by District employees on a District-wide basis outside of the teacher's normal teaching (pupil instruction) day:

- (a) One hour of preparation time will be authorized from the teacher's normal teaching day for each hour of formal presentation time.
- (b) The teacher may elect either to be paid for the formal presentation time or to accrue compensatory leave time on the following basis:
 - 1. For each hour of formal presentation time the teacher will either be paid for one hour (1/6th day) of the current substitute rate or accrue one hour of compensatory leave time.
 - 2. Compensatory leave time will accrue on an hourly basis.

2. Special Education

The parties recognize the extent to which a special education student can participate in general education programs and services and whether such participation can be achieved satisfactorily will depend in large part upon the training and other support provided the general education personnel responsible for instructing the special education student. Accordingly, the Employer shall:

- a. Provide in-service training or consultation to general education personnel regarding the instruction and behavioral management of special education students in the general education classroom setting. A variety of such programs will be provided, the subjects to include the differing approaches, problems and techniques to be utilized with varying disabling conditions, to be mutually agreed upon by the Employer and the Association. Such in-service training or consultation shall be expedited for any general education personnel who shall be asked to provide or supervise instructional services to any special education students.
- b. Provide compensatory leave time for members who are required to participate in IEPC, MET, REED or IEP mandated staffing meetings before or after the Teacher Day (Appendix A-2) for more than thirty (30) minutes. (If required to participate for more than 30 minutes, compensatory time is measured from the start/end of the Teacher Day.) For every four (4) full hours accumulated during one school year, the teacher may use one-half (½) day of such accumulated compensatory leave time.

3. General Education

Provide compensatory leave time for members who are required to participate in STAT, 504 or Personal Curriculum meetings before or after the Teacher Day (Appendix A-2) for more than thirty (30) minutes. (If required to participate for more than 30 minutes, compensatory time is measured from the start/end of the Teacher Day.) For every four (4) full hours accumulated during one school year, the teacher may use one-half (½) day of such accumulated compensatory leave time.

4. Compensatory Leave Time Guidelines

- (a) Accumulated compensatory leave time not used by the end of the school year will not be carried over to the following year with the following exceptions:
 1. Compensatory leave time accumulated after May 1st may be carried over to the following year.
 2. If a teacher has less than four (4) full hours of unused compensatory leave time accumulated as of May 1, such time, together with compensatory leave time accumulated after May 1, may be carried over to the following year.
- (b) Accumulated compensatory leave time may not be used in conjunction with Personal Business Leave or Pay The Sub Leave but may be combined with other District approved compensatory leave time.
- (c) Compensatory leave time will not be approved during a period of two (2) days before or two (2) days after a recess (a break of more than one consecutive weekday) or during the first two (2) weeks or last two (2) weeks of the school year.
- (d) Accrual and use of compensatory leave time will be documented in a form acceptable to the District. The teacher will be responsible for recording such compensatory leave time and shall have such time verified by the building administrator. The administrator shall initial the documentation which is kept by the teacher.

- (e) Compensatory Leave may be granted from September 14, 2012 to and including May 23, 2013.

J. Work-Related Injury or Illness.

1. Michigan's Workers' Compensation Laws currently provide no compensation for the first week of a work-related injury or illness. Compensation commences for qualifying absence the second week of absence, with payment for the first week of a qualifying absence if the absence extends beyond two weeks. Accordingly, for absence the Employer agrees is due to injury or illness incurred in the course of the teacher's employment, the teacher will continue to be paid by the Employer for up to the first week without deduction from the employee's accumulated paid sick leave. Following the first week they will be compensated in accordance with Michigan's Workers' Compensation Laws. Should they receive Workers' Compensation wage replacement benefits for any period during which they have been paid regular salary by the Employer, the Employer will be reimbursed by the employee, or otherwise receive credit, for all wage replacement benefits received during such period of duplicated benefits.
2. The employee may elect, in writing, to be paid sick leave equal to the difference between their normal take home pay at the time of their injury and the Worker's Compensation wage replacement paid, but the leave will continue to be considered a leave without pay. Any such amount paid by the District will be deducted on a pro rata basis from the employee's accumulated sick leave.
3. Seniority accrual shall be limited to two (2) years from the date of an absence that qualifies under Worker's Compensation.

Section 2 - Without Pay

Leaves under this section shall not accrue seniority, except as described in Sec. 2, I.

A. Child Care Leave

1. A leave of absence without pay or seniority shall be granted to any male or female bargaining unit member for the purpose of child care at the time of birth or at the time of adoption of a pre-school age child. This leave shall be granted for a time period up to one (1) year; it may be extended for one (1) additional year upon the approval of the Superintendent or designee. A bargaining unit member must return from said leave at the beginning of a semester.
2. Ample notification of the expected delivery date shall be given to the Superintendent in order to avoid any interruption of the educational program or any program for which that employee has a supplementary contract. The employee may work as long as her condition does not interfere with her assignments and duties.
3. In the case of child adoption, said leave shall commence upon request of the bargaining unit member when an adoption is confirmed.

4. Insurance benefits shall remain in effect for the summer months provided the member has completed his contractual year.
- B. Personal or Professional Leave. Personal or professional leave of absence for teachers without pay for good cause shown may be granted for a period of up to one (1) year for personal or professional reasons. The failure to grant a personal or professional leave shall not be the basis for a grievance or subject to the grievance procedure. There shall be no experience or salary credit and accumulated sick leave shall be frozen at the current level; however, seniority shall not accrue. A second year of leave may be granted. If a teacher accepts employment while on personal or professional leave, the teacher will notify the Board of Education immediately. The Board shall have the right to re-evaluate leave.
- C. Political Leave. A teacher may be granted a two (2) year leave of absence for political purposes.
- D. Special or Discretionary Leave. A special or discretionary leave may be granted under certain circumstances to a tenure teacher by the Board.
- E. Unpaid Sick Leave
 1. Any employee whose personal illness extends beyond the period compensable as Paid Sick Leave shall be granted a leave of absence without pay for reasons of health, or member assistance as described in Section 1A.2.f., not to exceed one (1) year beyond exhaustion of Paid Sick Leave. Extensions of such leave may be granted by the Board upon written request of the employee. An employee anticipating extended illness may be granted such leave prior to the expiration of accumulated Paid Sick Leave and upon returning from Unpaid Sick Leave will have the unused portion of their Paid Sick Leave reinstated. Fringe benefits to the employee shall continue for up to four (4) months during Unpaid Sick Leave.
 2. Each bargaining unit member may at their discretion use their accumulated sick leave days or freeze those days in order to receive benefits under any compensable benefit program to the extent allowed by the carrier. If the employee does freeze their accumulated sick leave days, the employee shall not be able to reinstate those sick leave days for the remainder of the recuperation period.
- F. Exchange Teaching Programs. A leave of absence up to two (2) years may be granted for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to professional responsibilities, provided said teacher states intention to return to the school system. Further extension of such a leave may be granted at the discretion of the Board upon application.
- G. Leave for Study Relating to Professional Responsibilities. A leave of absence of one (1) year may be granted to any teacher for the purpose of engaging in study reasonably related to professional responsibilities at an accredited college or university upon application wherein the teacher states intent to return to the school system and sets forth

requirements and goals to be accomplished or worked toward during such leave. Extension may be granted at the discretion of the Board upon application.

- H. Short-Term Discretionary Leave. Employees may at the discretion of the Superintendent be permitted to take an unpaid leave of absence. Such leave shall not extend over twenty (20) working days and will not result in a loss of seniority for the first three days of such leave.
- I. Family and Medical Leave Act (FMLA) Leave. Leave time qualifying for FMLA leave may be designated by the employee and/or the Employer as FMLA leave. The employee may, however, take any leave for which they are otherwise eligible pursuant to this Agreement during such FMLA leave. The Employer may similarly require employees to take paid leave for which they are otherwise eligible during FMLA leave. Medical Certification may be required for such leave and for return from such leave.

Section 3 - Military Leave

Military leave will be in accordance with applicable law, including the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") as currently in effect or as hereafter amended. Upon return from such leave, pursuant to USERRA employees receive the seniority and other rights and benefits determined by seniority that the person had on the date of the commencement of service in the uniformed services plus the additional seniority and rights and benefits (including advancement on the salary schedule) that such person would have attained if the person had remained continuously employed.

Section 4 - Returning from Leave

Upon return from a leave of absence the employee (excluding teachers) will be placed in a position based on educational considerations, and the qualifications and seniority of the employee.

Section 5 - Notice of Payroll Status During Leaves

The MAEA will be provided with copies of Payroll Change forms, for bargaining unit members, showing the type of leave as described in this Article (Leaves of Absence).

Section 6 - Notification of Intent to Return

The employee shall notify the Superintendent in writing sixty-five (65) days prior to the end of a leave whether he shall be returning to his position. If the employee fails to do so, the Board shall mail a letter by certified mail, return receipt requested, to the employee at his last address on record with the District notifying him of his failure. Except as may otherwise be required by law, if the employee still fails to so notify the Superintendent within fourteen (14) days after such letter is mailed, the employee shall be deemed to have voluntarily resigned from his employment with the School District, and the School District shall have no further obligations to the employee.

ARTICLE XII – INSURANCE

Section 1 - Health and Hospitalization Insurance

- A. The Board agrees to provide premium payments in accordance with Public Act 152 of 2011; Section 4, as described below for an employee Medical and Non-Medical Benefit Plans for a Coverage Year of twelve (12) months (July 1, 2012 through June 30, 2013) provided the individual is employed full-time, employees less than full-time will be prorated accordingly as described in the applicable section of Article-XII.

The Board provided premium contributions for an employee's applicable Medical and Non-Medical Benefit Plans, (Single, Two-Person or Family Plan) Plan A (Pak-A, Part-1, Part-2) and Plan B, shall be not more than 80% of the total annual costs of all the Medical and Non-Medical Benefit Plans it offers or contributes to for its employees. Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee Medical and Non-Medical Benefit Plans.

Any portion of the actual applicable plans Coverage Year total annual cost not covered by the Board paid Medical and Non-Medical Benefit Plans monthly premiums shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the Medical and Non-Medical Benefit Plans. Deductions will occur over nineteen (19) pays from October through June.

- B. Regular part-time employees (half-time or more) may elect MESSA Pak Plan A so long as they make arrangements with the District to pay their prorated share of the necessary premiums. Effective October 1, 2011, regular part-time employees (half-time or more) must elect either MESSA Pak Plan A or Plan B and pay their prorated share of the premiums. Part-time employees electing Plan B will not be eligible for any cash in lieu of health.
- C. Full-time employees not choosing hospitalization as provided by MESSA PAK Plan A may elect MESSA PAK Plan B, pursuant to the Employer's IRS qualified Section 125 Plan, including the option of \$2,000 per year in cash which may, to the extent permitted by such Plan, be used to purchase additional MESSA optional benefits or annuities from companies acceptable to the Employer. Employees electing MESSA PAK B will receive an increase to \$3,200.00 in cash, if at least 20% of eligible MAEA members have elected MESSA PAK B benefits by the end of the open enrollment period.
- D. In the event that a husband and wife are both employed within the District, one spouse shall select Plan A and the other spouse shall be on Plan B. It is understood by the parties that these employees shall not have dual health insurance coverage within the District.
- E. Dental and vision coverage shall include internal and external coordination of benefits (COB) for all bargaining unit members and their eligible dependents as defined by MESSA.

Section 2 - MESSA PAK Plan Summary

Plan A - For employees electing health insurance

Plan A Medical Benefit Plan (Pak-A, Part-1)

MESSA Health	Choices II (includes \$5,000 life with AD&D)
Annual Deductible	\$200 / \$400 In-Network Deductible \$5.00 Office Visit Co-pay
Prescription Coverage	\$10/20 Rx

Plan A Non-Medical Benefit Plan-Benefit Options: (Pak-A, Part-2)

MESSA Negotiated Life	\$40,000 with AD&D
MESSA Vision	VSP-3 PLUS
Delta Dental	90% Classes I and II/80% Classes III & IV (Annual Maximum per person \$1,000 for Classes I, II & III) (Life Time Maximum per person \$1,500 for Class IV)

Board Paid Plan A (Pak-A, Part-1 and Part-2) Medical and Non-Medical Benefit Plan-Benefit Options: July 1, 2012 through June 30, 2013

Family Plan:	80% of the total annual costs of the premium per month
Two Person Plan:	80% of the total annual costs of the premium per month
Single Subscriber Plan:	80% of the total annual costs of the premium per month

Plan B - For employees not electing health insurance

PlanB (Pak-B) Non-Medical Benefit Plan- Benefit Options:

MESSA Negotiated Life	\$45,000 with AD&D
MESSA Vision	VSP-3 PLUS
Delta Dental	Same as Plan A

Board Paid Plan B (Pak-B) Non-Medical Benefit Plan-Benefit Options: July 1, 2012 through June 30, 2013.

Family Plan:	80% of the total annual costs of the premium per month
Two Person Plan:	80% of the total annual costs of the premium per month

Single Subscriber Plan: 80% of the total annual costs of the premium per month

Section 3 - National Health Program

In the event a national health program is enacted that would affect the benefits in this agreement or there is a change in the tax status of benefits that would adversely affect bargaining unit members or the District, the parties agree to meet to negotiate over the impact of the change.

Section 4 - Discretionary Fringe Benefit Extension

For an employee who becomes ill or disabled the Board may, in its sole discretion, provide, without cost to the employee, the fringe benefits which they are presently receiving for up to twelve (12) months.

Section 5 - Termination of Benefits

For teachers terminating employment with the School District, all fringe benefits will cease upon termination. Teachers who terminate employment at the end of the school year will have their fringes paid through August.

Section 6 - Open Enrollment

An open enrollment period shall be established each year in September.

Section 7 - Insurance Committee

The parties pledge to work in good faith toward the goal of cost containment in the insurance area. A committee will be formed to study and evaluate insurance benefits and costs. Through quotations from different insurance carriers and other methods deemed reasonable by the committee, comparative benefits and costs will be evaluated, as well as modified benefits and costs.

ARTICLE XIII - ACCUMULATED SICK LEAVE PAYOUT

Section 1

Employees who actually retire under the Michigan Public School Employees Retirement Act, or have become totally disabled, and who have spent a minimum of ten (10) years of full-time service in the Marquette Area Public Schools, will be entitled to pay for accumulated Paid Sick Leave as provided in this Article ("Accumulated Sick Leave Payout"). The terms "totally disabled" and "retired" shall be defined as stated in the State of Michigan General School Laws and used by the Michigan Public School Employees Retirement Board but, to be eligible for Accumulated Sick Leave Payout, the employee must not only have retired but actually receive retirement benefits within four (4) months after the teacher has retired from the School District.

Section 2

- A. Accumulated Sick Leave Payout shall be computed as follows:

One hundred percent (100%) of the unused accumulated sick days up to a maximum of two hundred (200) days as follows:

\$54.00 for each day from 0 to 100
\$67.50 for each day from 101 to 150
\$81.00 for each day from 151 to 200

- B. The Accumulated Sick Leave Payout will be made in three payments, each equal to one-third of the total Accumulated Sick Leave Payout, over a period of three years. The first payment will be made in January of the first year following retirement (or disability), with the remaining two payments made in January of each of the following two years.

ARTICLE XIV - MILEAGE

Section 1

When in the course of their work it is necessary that personal automobiles be driven from one building to another, teachers shall be reimbursed for the use of their automobile the maximum IRS Standard Mileage.

Section 2

Administration approved scouting trips for athletics, Administration approved cheerleader trips, and mileage for transporting athletes to Administration approved athletic contests shall be paid at the rates established in Section 1.

ARTICLE XV - SCHOOL CALENDAR

Section 1

- A. 2012-2013 School Year

178 full days of pupil instruction
5 full days of professional development
1 day (Two Evening Parent-Teacher Conferences)
184 total days for teachers

August 28-29	Staff Professional Development
September 4	First Student Day
November 22-23	Thanksgiving Break
Dec. 22 – Jan. 1	Winter Break
January 25	Staff Professional Development
February 15-18	Break
March 29-Apr 5	Spring Break
May 27	Memorial Day Break

June 5	Last Day of School for Students
June 6	Staff Professional Development
June 7	Staff Professional Development

B. If the parties mutually agree a Calendar Committee needs to be established, it will consist of two (2) representatives from the Association and two (2) representatives from the District. Calendars will contain the number of days for students and teachers indicated in the Agreement, or as otherwise required by law.

C. School Year. The Calendar Committee will meet during the fall of the last School Year of this Agreement to agree upon specific dates for the following School Year.

Section 2

Unless provision has been made in the calendar, or has been otherwise mutually agreed upon, all days and hours of instruction cancelled due to the conditions set forth in Article XXI, Section 3, which are required to be made up will be re-scheduled by extending the school year.

ARTICLE XVI - EVALUATION

Section 1

A. The parties agree that it is the right and duty of the Administration to evaluate. The parties also agree that the purposes of evaluation are to provide information which will recognize levels of performance, to identify areas of improvement if necessary, and to provide appropriate and specific techniques and/or resources for improvement. The primary goal of evaluation is the improvement of instruction and performance.

Section 2 - Definition of Terms

- A. The Performance Evaluation is the performance evaluation required by the Michigan Teachers' Tenure Act as described below.
- B. If necessary, an Individualized Development Plan shall be developed by appropriate administrative personnel in consultation with the individual, in compliance with the Tenure Act.

Section 3

- A. For non-classroom teachers the Formal Observation report and Performance Evaluation report may be modified as appropriate.
- B. Excluding teachers a Formal Observation report will be completed by the evaluator after every formal observation.

Section 4

Teachers who are covered by the Michigan Teachers' Tenure Act whose services are being considered for termination will receive such notice(s), and such procedural protections, as may be required by the Tenure Act. A copy of the charges filed against the teacher will be provided to the Association.

Section 5

A member will have the right to review the contents of all records, excluding initial references, of the District pertaining to said member originating after initial employment, to the extent required by the Bullard-Plawecki Employee Right to Know Act, and to have a representative of the Association accompany him in such review.

Section 6

No material originating after initial employment will be placed in his personnel file unless the member has had an opportunity to review the material. The member may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the member is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Members' comments relative to evaluations or other written material will be included in their personnel file at their request. All recommendations, written or oral, shall be based solely on the contents of the member's personnel file.

Section 7

To the extent permitted by law, a teacher will be given notice within two (2) working days following any written request from an outside party for information contained in the teacher's personnel file.

ARTICLE XVII - VACANCIES AND TRANSFERS

Section 1

- A. 1. A vacancy is defined for purposes of this Agreement as a newly created bargaining unit position, or a bargaining unit position vacant because of retirement, resignation or discharge, that the District determines requires filling (following transfer/reassignment within the building). For purposes of this paragraph, a new employee will not be considered to be "within the building" until the first day they have actually performed work for the District. Excluding teachers, transfer/reassignment within a building that could affect placement is subject to review by the Superintendent, or Designee, as provided in Article XVIII Section 7.
2. Vacancies will be posted on a designated bulletin board in each District building, with a copy of such posting provided to the Association. Vacancies will be posted

at least ten (10) school days prior to being filled. Bargaining unit members may apply for those positions by submitting a written application to the Human Resources Office. Excluding teachers, seniority shall be a major factor in determining the filling of positions among internal applicants. Unless otherwise required by law, however, internal applicants need not be considered before external applicants. Persons employed to fill temporary vacancies may apply during the posting period for internal applicants.

3. Excluding teachers, for selection of internal applicants, and comparison of internal to external applicants, primary consideration will be given to the criteria provided below (Section 3 C. 5.). If the most senior internal applicant is not chosen, the Board shall inform the employee and the Association of the reason(s) of nonplacement.

- B. Excluding teachers, vacancies occurring after the start of the school year shall be filled on a temporary basis. Unless/until such persons are hired into regular (non-temporary) bargaining unit positions, they have no seniority and are subject to layoff without notice and without any right of recall.

Section 2

During the summer months when regular school is not in session the Employer will post in the Human Resources Office all vacancies as above described and shall forward copies of said vacancies to the President of the MAEA. Positions so posted shall remain posted at least fifteen (15) calendar days prior to being filled. Application may be made in the same manner as above described. Excluding teachers, these positions shall be filled on the same basis.

Section 3

- A. A transfer is defined as follows:

1. In elementary, K-5, a change from one building to another or one grade to another including a split-grade assignment. (This does not apply to multi-age grouping.)
2. In middle school grades 6, 7, and 8, a change from one building to another.
3. In secondary grades 9, 10, 11, and 12, a change from one building to another or from one certified subject area to another; i.e., from math to English.

Section 4

Excluding teachers, whenever an opportunity for a transfer/vacancy arises, the Employer shall post notice of same on a bulletin board in each school building for ten (10) days. Notices of transfer/vacancy shall be sent to the MAEA President during the summer months. In emergencies, the Superintendent may fill the position in less time.

ARTICLE XVIII - REDUCTIONS IN STAFF

Section 1

- A. Excluding Teachers, an employee in the bargaining unit may, without prejudice to seniority and other rights under this Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the employee, shall not be construed to be a waiver of seniority or any other right under the contract including the employee's right to be recalled from such layoff. (Appendix E is the Agreement for the individual employee who wishes to waive his seniority rights.)
- B. Non-teaching employees will be laid off and recalled within their areas of specialization, but based upon academic and non-academic needs of the District as well as certification and qualifications for the position.

Section 2

Excluding teachers, in the event of a reduction in personnel the Administration shall make genuine efforts to notify the affected employee(s) of such proposed action before the action is taken by the Board in a public meeting

Section 3

Excluding teachers, employees laid off for a period of more than three (3) years will lose their seniority and their employment will be terminated.

Section 4

Excluding teachers, the Board shall give written notice of recall from any layoff by sending a registered or certified letter or telegram to last known address. It shall be the responsibility of each member to notify the Board of any change of address.

Section 5

A laid off bargaining unit member shall receive full fringe benefits (i.e., dental, life, and health insurance coverage) through August 31 after completing a full academic year. After that time insurance may be continued at the expense of the employee in accordance with law (COBRA).

Section 6

Excluding teachers, a special contract waiver between the Board and the Association shall be agreed upon in the event that a present employee does not want to be employed on a full-time basis. Such a waiver shall not establish a precedent and cannot be relied upon as past practice.

Section 7 - Displaced

Excluding teachers, each year, by July 15, Transfers/Reassignments within buildings and Tentative Placement will normally be completed. Vacancies occurring after July 15 will be posted.

ARTICLE XIX - SENIORITY

Section 1

- A. Seniority for all purposes under this Agreement shall be defined as length of unbroken service within the bargaining unit from the first date of work as a bargaining unit member within the Marquette Area Public Schools (and as previously agreed to with Marquette Township teachers). An employee must be or have been a member of the bargaining unit in order to accrue seniority in the bargaining unit. An employee working part-time in a bargaining unit position will accrue prorated seniority based upon such bargaining unit work. All bargaining unit seniority is lost when employment is severed by resignation, layoff for a period of more than three (3) years, retirement, and/or by discharge. Previously accumulated seniority within the bargaining unit is retained when transferring out of the bargaining unit. Neither layoff (for a period of up to three years) nor the taking of approved leave as provided under this Agreement shall constitute a break in service. Seniority will not accumulate during layoffs or leaves except those provided for in Article XI (Leaves of Absence).
- B. As provided in Article XVII (Vacancies and Transfers), teachers employed to fill temporary vacancies, upon completion of sixty (60) continuous school days of employment in the same assignment, are entitled to leave time and other privileges granted to regular teachers, including pay at the BA base salary, for the duration of that assignment (in accordance with MCLA 380.1236), but have no seniority and are subject to layoff without notice and without any right of recall. If such temporary teachers are subsequently granted tenure, or hired as full-time probationary teachers by the start of the next succeeding school year, their seniority will date from the sixty-first (61st) continuous school day of employment in such temporary assignment. If such temporary teachers are employed 150 days or more during a legal school year of not less than 180 days, they shall, during the balance of that school year or during the next succeeding legal school year only, be given the first opportunity to accept or reject a contract for which they are certified, after all other teachers of the District are re-employed in conformance with the terms of this Agreement.
- C. The probationary period for bargaining unit employees not covered by the Michigan Teachers' Tenure Act is the same as for those covered by the Act, including extension at the discretion of the School Board.

Section 2

An accurate seniority list will be provided to the MAEA by October 30 of each school year. The seniority list shall be published with notation of the certifications/endorsements then on file with the Employer of each bargaining unit member, and the subjects in which the teacher is a Highly

Qualified Teacher. Copies will be posted in each building and provided to the Association. The MAEA and the teachers shall notify the Human Resources Manager, with a copy to the Superintendent (or designee), of any errors in the seniority list thirty (30) days after the list is provided. After the end of this thirty (30) day period, the seniority list as corrected shall be deemed accurate and shall govern until the following school year. (In the event of midyear layoff, however, or other situations where relative seniority is a factor, the seniority list may be updated to reflect any relevant seniority changes between the date of the list and the date of such layoff.) Following the thirty (30) day review period, the seniority list as corrected may be conclusively relied upon by the Employer as accurate as of the date of the list for purposes of preparation of any future seniority lists; revisions to future lists will be based only upon seniority accrued following the date of the prior list.

Section 3

The seniority list shall be in rank order of the bargaining unit members' first date of work as set forth in preceding section. A lottery will be conducted for all new employees with the same first day of work to determine their place on the seniority list. The notice of the drawing including date, place, and time will be provided in writing to the Association and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The President of the MAEA or his designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing.

Section 4

There shall be one (1) seniority list, and all individuals accreted to the bargaining unit shall be incorporated at their appropriate level into the present seniority list.

Section 5

Administrators and other non-bargaining unit members, who work part-time in bargaining unit positions, shall accrue no bargaining unit seniority. Previously accumulated seniority is retained, however, and may be used if they return to the bargaining unit. Nothing herein shall be construed as prohibiting administrators and others from continuing as part-time teachers.

ARTICLE XX - MENTOR

Section 1

Selection of mentor teachers, and the mentor process, will be in accordance with District policies and procedures, and state law. No more than two (2) mentee teachers will be assigned to one mentor teacher during the same school year. Mentor teachers will not be responsible for evaluation of mentee teachers.

Section 2

Mentor teachers will choose between being paid an annual stipend of one (1%) percent of the BA Base for each mentee teacher assigned to them for the school year (prorated for less than a full

school year) or the mentor teacher will be allowed two (2) Mentor Incentive Days for each assigned mentee teacher each school year (not to exceed four days per year). Mentor incentive days will be subject to the same terms and conditions as Personal Business Leave. Payment will be in two equal installments, the first installment to be paid on the last pay period of the first semester of the school year and the second installment to be paid on the pay period following the end of the school year or following receipt of the completed mentor/mentee packet by the Human Resources Department.

Section 3

Mentor teachers shall attend training classes, workshops and/or other activities for mentor training (whether or not credit is offered which may lead to advancement on the salary schedule) at the discretion of the administration. The District will reimburse the mentor teacher for fees associated with such training.

Section 4

Mentor teachers will be allowed two (2) days per school year for release time to meet with mentees to perform the functions of a mentor. Mentees will be allowed up to two (2) days release time to meet with and/or observe their mentor teacher, but may not leave the building for such meetings without prior approval of the Administration.

ARTICLE XXI - MISCELLANEOUS CLAUSE

Section 1

The Board will furnish one (1) copy of the Master Agreement to all teachers and five (5) copies to the MEA. New teachers will be provided a copy at the time of hire.

Section 2

It is the continuing policy of the Employer and the Association that the provisions of this Agreement shall be applied to all employees without unlawful discrimination. Any provisions of this Agreement, including seniority, may be waived, upon mutual consent of the Administration and the Association, to the extent necessary for compliance with state and federal rules, regulations and orders concerning discrimination, including, without limitation, settlements and consent judgments, and to permit modified work schedules or duties for employees with physical/mental disability.

Section 3 - Act of God Days

- A. When schools do not open to children due to inclement weather, teachers are not expected to report for duty. When schools are closed due to inclement weather, teachers are not expected to remain on duty for more than one (1) hour after students are dismissed unless it is agreed by the parties that teachers should remain for the balance of the regular work day. If school is not open for the day, such information will be disseminated through the local news media.

- B. Scheduled days and hours of student instruction which are not held because of conditions not within the control of the school authorities will be rescheduled as provided in Article XV - School Calendar, Section 2 to assure there are a sufficient number of days and hours of student instruction, as prescribed by the Revised School Code and the State Aid Act, to enable the District to receive full pupil membership and categorical appropriations. Teachers will receive their regular pay for days and hours that are cancelled but shall work on the rescheduled days and hours of instruction with no additional compensation.
- C. If school is cancelled after a teacher's normal reporting time for work and the day cannot be counted as a session according to state law, the teacher will be compensated one-half (1/2) his daily rate of pay.

Section 4

- A. The District and the MAEA shall establish a district-wide curriculum committee, known as the District Curriculum Committee, and will mutually agree on the number of representatives and how those representatives will be chosen. This curriculum committee may establish subcommittees as necessary, such as for health, science, social studies, literature, math and other curriculum subjects as needed.

The purpose of the District Curriculum Committee shall be to recommend policies affecting the nature and design of the instructional program of the district. As part of the responsibilities, the Committees shall:

1. Evaluate and plan curriculum;
 2. Review and recommend policies concerning all testing programs and instructional management systems; and
 3. Recommend other policies relating to the District's instructional program and curriculum.
 4. The District Curriculum Committee will utilize subcommittees for subject area review. The Subcommittees will make recommendations to the District Curriculum Committee on proposed pilot, experimental and/or innovative programs.
- B. Changes in existing instructional programs and proposed new instructional programs must be reviewed by the District Curriculum Committee for the particular subject. The Committee recommendation (whether positive or negative) will be made to the Administration, and to the Board Curriculum Committee, prior to Board adoption or implementation. The decision on curriculum matters shall be made by the Board.
 - C. The District Curriculum Committee will meet as determined by the membership of the Committee.

Section 5

Individual non-teaching professional personnel shall work with each individual case/referral in accordance with accepted practices or methods, of his discipline. Such methods shall be subject to the approval of their immediate supervisor.

Section 6

- A. Medical Certification as used in this Agreement means verification by a duly licensed physician, or other medical personnel acceptable to the Employer, that they performed a Medical Examination of the employee (or family member) and that the employee has the medical ability to perform their work, or that they found demonstrative symptoms substantiating the employee's inability to perform their work or otherwise substantiating the medical opinion given. The Medical Certification must include the physician's diagnosis and, for family members, the need for the employee's absence from work. Any requirement in this Agreement for Medical Certification includes medical recertification(s) whenever reasonably required by the Employer. Medical Certification(s) will (unless otherwise specifically provided) be at the employee's expense, and will be retained in the employee's confidential medical file.
- B. Medical Examination(s) as used in this Agreement means physical and psychiatric/psychological examinations to establish or reestablish the employee's fitness, or inability, to perform their work.
- C.
 - 1. If the Employer reasonably believes that an employee is not physically and/or mentally able to perform his/her duties, the Employer may require the employee to undergo a Medical Examination in accordance with the provisions contained herein.
 - 2. The Employer shall indicate in writing the reason(s) for requiring an examination, including the conduct of the employee that led the Employer to question whether or not the employee was physically and/or mentally able to perform his/her duties.
 - 3. The employee shall be examined by a doctor selected by the Employer and paid for by the Employer.
 - 4. The doctor shall provide the Employer with his/her conclusion regarding whether or not the employee is able to perform his/her duties, as well as any finding of any medical or psychological condition which is related to the employee's ability to perform his/her duties. The Employer shall only be entitled to medical or psychological information directly related to the employee's ability to perform his/her duties.
 - 5. If, as a result of this examination, the doctor states that the employee cannot return to work, the employee shall have the right to be examined by his/her own personal doctor, at the employee's expense.
 - 6. If there is conflict between the opinions of the two doctors, the employee shall have the right to a third opinion. The third doctor shall be selected and paid for by the Employer, and shall be from a different facility, corporation or practice than

the first Employer-selected doctor.

7. The employee shall not lose pay or sick leave for work time lost during testing.
8. The employee shall receive a complete copy of all doctor's reports or findings. In order to protect the employee's privacy rights, the employee shall determine whether or not to provide the Employer with copies of the doctor's reports and findings, except for the information that is required to be provided under section 4 above.
9. If, as a result of these provisions, an employee is placed on involuntary leave or the Employer takes other actions which the employee disputes, the employee may utilize the grievance procedures contained in this Agreement.
10. This provision is not intended to restrict any of the Employer's legal rights, including rights pursuant to Michigan's Workers' Compensation Laws.

Section 7

The District will continue the Board Retirement Reception, including an appropriate gift, as it has in the past.

ARTICLE XXII - PARENT-TEACHER CONFERENCES

Section 1

Kindergarten teachers will have three (3) full-day conferences and one (1) evening conference during the fall semester. Kindergarten teachers will also have two (2) full-day conferences and one (1) evening conference during the spring semester, with up to one (1) additional day if a kindergarten teacher needs time to meet with all parents. Substitute teachers will be provided to teach kindergarten classes during the conferences.

Section 2

- A. Teachers of grades 1 through 5, except those housed in a middle school building, will have three (3) half-day conferences and one (1) evening conference during the fall semester. Teachers of grades 1 through 5 will also have two (2) half-day conferences and one (1) evening conference during the spring semester.
- B. Teachers of elementary classrooms housed in a middle school building will have two (2) half-day conferences and one (1) evening conference during the fall semester; they will also have one (1) half-day and one (1) evening conference during the spring semester. A sub will be provided if the teacher needs an additional half-day to conference at both fall and spring conference times.

Section 3

Middle school teachers will have two (2) afternoon conferences and one (1) evening conference during the fall semester; they will also have one (1) half-day conference and one (1) evening conference during the spring semester.

Section 4

High School teachers will have one (1) afternoon conference during both fall and spring semesters; they will also have two (2) evening conferences during the fall semester and one (1) evening conference during the spring semester.

Section 5

For half-day conferences, dismissal will be at such times as will permit a half-day for the conference.

Section 6

When parent/teacher conferences are scheduled, the schedule will normally include the last work day of the week.

Section 7

With the approval of the majority of teachers within a school building, the conference times for that school may be altered provided the total count of conference time is unchanged and the conferences are confined to the teachers' workday. (For example, spring/fall and half-day/evening conferences could be exchanged or teachers/administrators at the building could agree to provide additional time off during the day to permit an additional evening conference.)

Section 8

Teachers are responsible for keeping parents informed concerning their student's progress. Teachers will schedule conferences with parents, but the time for scheduling of particular parents will be at the discretion of the classroom teacher provided they give due consideration to the parent(s) availability. If an elementary teacher reasonably determines that a scheduled conference is unnecessary in the spring, parents will be notified in writing of the conference schedule and will be advised they may request a conference if they so desire. (The District form for such notification/request is attached as Appendix F.) Teachers will indicate on the parent/teacher conference schedule those parents who will not be scheduled. A copy of the schedule will be provided to the Building Administrator.

ARTICLE XXIII - SPECIAL EDUCATION PLACEMENTS

Section 1

- A. The superintendent (or designee) shall appoint participants to an individualized educational planning committee and shall invite the parents to be participants.

- B. Participants in the individualized educational planning committee shall, at a minimum, include both of the following:
 - 1. A representative of the District, other than the student's teacher, who is qualified to provide, or supervise the provision of, special education.
 - 2. The student's teacher or a teacher appropriate for the student's age and ability if the student is not previously enrolled by the school District. If the student is enrolled in general education, at least 1 of the participants shall be a general full-time teacher to whom the student is assigned.
- C. The superintendent (or designee) shall give consideration to the appointment to the IEPC of professional ancillary and other related services personnel.

Section 2

The parties recognize the extent to which a special education student can participate in general education programs and services and whether such participation can be achieved satisfactorily will depend in large part upon the training and other support provided the general education personnel responsible for instructing the special education student. Accordingly, the Employer shall:

- A. Provide in-service training or consultation to general education personnel regarding the instruction and behavioral management of special education students in the general education classroom setting. A variety of such programs will be provided, the subjects to include the differing approaches, problems and techniques to be utilized with varying disabling conditions, to be mutually agreed upon by the Employer and the Association. Such in-service training or consultation shall be expedited for any general education personnel who shall be asked to provide or supervise instructional services to any special education students.
- B. Comply with IEP requirements for ancillary services as identified in the Michigan Administrative Rules for Special Education, including paraprofessional and other such personnel identified in a student's IEP necessary to implement the IEP for each special education student in the District.
- C. Provide such supplementary aids and equipment identified in District IEP's as necessary to implement the IEP for each special education student in the District.

Section 3

The Employer agrees that in implementing the least-restrictive environment mandate, reasonable attempts will be made to evenly distribute such students throughout the District in accordance with the Board's normal attendance area policy.

Section 4

The Board and the Association agree that the teacher and the District will endeavor to provide the best education possible to the special education student. It is recognized by both parties that

achieving the growth projections in a student's annual goals and objectives which are established by the IEPC may not be accomplished in each instance. However, it is the intention of both parties to faithfully attempt to achieve these goals.

ARTICLE XXIV – DISTANCE LEARNING

Teaching of a course via the distance learning system (originating district) will be on a voluntary basis.

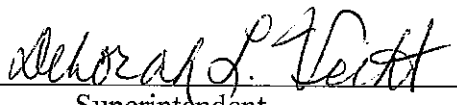
ARTICLE XXV - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012, and shall continue in effect through the 30th day of June, 2013.

In witness whereof the parties hereto have caused this Agreement to be signed by their representatives on this _____ day of _____, 2013.

MARQUETTE AREA EDUCATION ASSOCIATION MARQUETTE AREA PUBLIC SCHOOLS

By _____
MAEA President

By 
Superintendent

By _____
UPEA Representative

By 
Board Secretary

By _____
MEA Uniserv

By _____
Board President

APPENDIX A-1

TEACHER INSTRUCTION MAXIMUMS PER DAY FOR FULL-TIME TEACHERS

<u>High School</u>	6 hours and 15 minutes (5 teaching periods for 6 period day, 6 teaching periods for 7 period day)
<u>Middle Schools</u>	6 hours and 15 minutes (1 prep minimum)
<u>Elementary Schools</u>	6 hours and 15 minutes (to the extent recognized by State Pupil Accounting regulations, includes recess and specials)

APPENDIX A-2

LENGTH OF TEACHER DAY FOR FULL-TIME TEACHERS

(Including Lunch and Non-Classroom Time)

<u>High School</u>	7 hours and 35 minutes (includes non-teaching professionals)
<u>Middle Schools</u>	7 hours and 35 minutes
<u>Elementary Schools</u>	7 hours and 35 minutes

APPENDIX B-1

MARQUETTE AREA PUBLIC SCHOOLS

INDEX

<u>Step *</u>	<u>BA</u>	<u>BA+18</u>	<u>MA or BA+40</u>	<u>MA+20</u>	<u>MSW MA+40</u>
1	1.00	1.06	1.12	1.17	1.25
2	1.05	1.11	1.17	1.22	1.30
3	1.10	1.16	1.22	1.27	1.35
4	1.15	1.21	1.27	1.32	1.40
5	1.20	1.26	1.32	1.37	1.45
6	1.25	1.31	1.37	1.42	1.50
7	1.31	1.37	1.43	1.48	1.56
8	1.37	1.43	1.49	1.54	1.62
9	1.43	1.49	1.55	1.60	1.68
10	1.49	1.55	1.61	1.66	1.74
11	1.55	1.61	1.67	1.72	1.80
12	1.61	1.67	1.73	1.78	1.86
13	1.68	1.74	1.80	1.85	1.93
14	1.68	1.74	1.80	1.85	1.93
15	1.68	1.74	1.80	1.85	1.93
16	1.75	1.81	1.87	1.92	2.00
17	1.75	1.81	1.87	1.92	2.00
18	1.75	1.81	1.87	1.92	2.00
19	1.75	1.81	1.87	1.92	2.00
20	1.82	1.88	1.94	1.99	2.07
21	1.82	1.88	1.94	1.99	2.07
22	1.82	1.88	1.94	1.99	2.07
23	1.82	1.88	1.94	1.99	2.07
24	1.89	1.95	2.01	2.06	2.14
25	1.89	1.95	2.01	2.06	2.14
26	1.89	1.95	2.01	2.06	2.14
27	1.89	1.95	2.01	2.06	2.14
28	1.96	2.02	2.08	2.13	2.21
29	1.96	2.02	2.08	2.13	2.21
30	1.96	2.02	2.08	2.13	2.21

APPENDIX B-2

MARQUETTE AREA PUBLIC SCHOOLS

2012-13 SALARY SCHEDULE

Step *	<u>BA</u>	<u>BA+18</u>	<u>MA or BA+40</u>	<u>MA+20</u>	<u>MSW or MA+40</u>
1	\$34,620	\$36,697	\$38,774	\$40,505	\$43,275
2	\$36,351	\$38,426	\$40,505	\$42,235	\$45,006
3	\$38,081	\$40,158	\$42,235	\$43,966	\$46,737
4	\$39,813	\$41,889	\$43,968	\$45,698	\$48,467
5	\$41,544	\$43,620	\$45,698	\$47,428	\$50,198
6	\$43,275	\$45,351	\$47,428	\$49,160	\$51,930
7	\$45,351	\$47,428	\$49,506	\$51,236	\$54,006
8	\$47,428	\$49,506	\$51,583	\$53,313	\$56,083
9	\$49,506	\$51,583	\$53,660	\$55,392	\$58,160
10	\$51,583	\$53,660	\$55,738	\$57,468	\$60,238
11	\$53,660	\$55,738	\$57,816	\$59,546	\$62,315
12	\$55,738	\$57,816	\$59,890	\$61,623	\$64,393
13	\$58,160	\$60,238	\$62,315	\$64,047	\$66,815
16	\$60,585	\$62,661	\$64,739	\$66,469	\$69,240
20	\$63,007	\$65,083	\$67,162	\$68,892	\$71,663
24	\$65,431	\$67,509	\$69,585	\$71,315	\$74,086
28	\$67,854	\$69,931	\$72,008	\$73,739	\$76,509

*For the 2012-2013 school year, step and lane pay increases are effective September 11, 2012, the day following ratification of the agreement.

*Steps 1 through 12 are based on full years of continuous service within the bargaining unit (prorated for less than full years) as of September 1. (For example, a teacher with 12.5 years of service would be paid at a rate halfway between steps 12 and 13 for the school year.)

*Steps 13 through 28 are based on full years of continuous service within the bargaining unit as of September 1 for the first semester. The step for the second semester will be based on full years of continuous service as of the start of the Spring Semester. (For example, a teacher with 23.5 years of service would be placed on Step 23 for the first semester and Step 24 at the start of the second semester, if they complete 24 full years of service by the start of the Spring Semester.)

Signing Bonus: Each active MAEA employee employed as of 9/11/12 will receive a \$300 signing bonus, prorated for less than full time.

APPENDIX C

EXTRACURRICULAR SALARIES

The following percentages are based on the salary at the applicable step of the BA lane (track). The step for payment is based on the individual's full years of experience in the particular activity and grouping for the Marquette Area Public Schools. (Example: First year in activity, applicable percent of BA Step 1; second year of experience in activity, applicable percent of BA Step 2, etc. Under THE HIGH SCHOOL "Basketball" grouping, years as Boys Varsity, Girls Varsity, Boys Junior Varsity, Girls Junior Varsity, Boys Freshman and Girls Freshman coach would all be counted for any of the other coach positions in that grouping; years coaching in another grouping such as Other Sports, INTRAMURALS or INTERSCHOLASTICS, would not, however, be counted as years for coaching positions under the Basketball grouping.)

HIGH SCHOOL

Football

Varsity Head	10.5%
Varsity Assistant	7.5
Junior Varsity Head	7.5
Junior Varsity Assistant	6.5
Freshman Head	7.5
Freshman Assistant	6.5

Basketball

Boys Varsity	10.5
Girls Varsity	10.5
Boys Junior Varsity	7.5
Girls Junior Varsity	7.5
Boys Freshman	7.0
Girls Freshman	7.0

Hockey

Head	10.5
Assistant	7.5

Track

Boys Head	7.5
Girls Head	7.5
Boys Assistant	6.5
Girls Assistant	6.5

Other Sports

Cheer Assistant	5.0
Cross Country Boys/Girls Head	7.0
Cross Country Boys/Girls Assistant	6.0
Golf Head	4.5
Swimming Head	6.0
Swimming Assistant	4.0

Skiing Head	8.0
Skiing Assistant	5.0
Boys Wrestling Head	10.5
Boys Wrestling Assistant	7.5
Girls Gymnastics Head	6.0
Girls Gymnastics Assistant	4.0
Boys Tennis Head	5.0
Boys Tennis Assistant	3.0
Girls Tennis Head	5.0
Girls Tennis Assistant	3.0
Girls Volleyball Head	8.0
Girls Volleyball Assistant	6.0

Other Athletic Related

Boys Intramural Basketball	5.0
Girls Intramural Basketball	1.5
Head Cheer Coach	7.0
Weight Training	3.5
Dance Team	5.0
Fall Ticket Manager	2.0
Winter Ticket Manager	4.0
Events Coordinator	TBD

Other Extra Duties

Audio Visual Director	1.5
Concert Band Director	5.0
Athletic Band Director (Marching / Pep)	5.0
Assistant Band Director	2.0
BPA Advisor	3.0
Cheerleader Advisor	4.5
Choral	5.0
Destination Imagination (formerly Odyssey of the Mind)	2.0
Dramatics	7.0
First Robotics Coach	2.0
Forensics	5.0
Forensics Assistant	2.0
Health Occupations Advisor	3.0
High School Bowl	2.0
Jazz Band	2.0
Musical (to be divided among advisors)	9.0
National Honor Society	2.0
Newspaper	1.5
Orchestra	5.0
Science Olympiad	2.0
Senior Class Speaker Advisor	1.0
Student Council	4.0
Yearbook	6.0

Class Advisors

Freshman	2.0
Sophomore	2.0
Junior	4.0
Senior	2.0

MIDDLE SCHOOLINTRAMURALS

Combined 6th, 7th and 8th Grade	
Intramural Girls Basketball Coach	2.5
Combined 6th, 7th and 8th Grade	
Intramural Girls Basketball Assistant Coach	1.0
Combined 6th, 7th and 8th Grade	
Intramural Boys Basketball Coach	2.5
Combined 6th, 7th and 8th Grade	
Intramural Boys Basketball Assistant Coach	1.0
6th Grade Girls Basketball	2.5
6th Grade Boys Basketball	2.5
6th Grade Girls Track	2.0
6th Grade Boys Track	2.0
6th Grade Referees (2 schools)	1.0
Middle School Wrestling	2.5

INTERSCHOLASTICS

Middle School 7th Grade Girls Basketball	3.5
Middle School 7th Grade Boys Basketball	3.5
Middle School 8th Grade Girls Basketball	3.5
Middle School 8th Grade Boys Basketball	3.5
Middle School Track Head	3.5
Middle School Track Assistant	3.0

OTHER MIDDLE SCHOOL DUTIES

Acting Director	1.0
Band	4.0
Choir	4.0
Destination Imagination (formerly Odyssey of the Mind)	2.0
Forensics Coach	2.0
Lockers	2.25
Musical Director	1.0
National Junior Honor Society	1.25
Orchestra	4.0
Science Olympiad	2.0
Student Council	2.25
Talent Show	1.0
Yearbook	1.5

ELEMENTARY SCHOOLS

Extracurricular Activity Approved by Principal at Elementary Schools	1.0
Elementary Curriculum and AV Materials	1.0
Science Coordinator	1.5

ALL SCHOOLS

Building Technology Coordinators	4.0
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DRIVER EDUCATION

Coordinators	\$4,000
Instructors	\$18.00/hour

APPENDIX D - Excluding Teachers

INDIVIDUAL AGREEMENT

The undersigned employee hereby agrees to waive his seniority for purposes of the Marquette Public Schools impending institution of a layoff under the Master Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Master Agreement, including recall rights and other contractual privileges or benefits conferred under this Agreement. This waiver pertains solely to the order in which said employee might be laid off during the period of this Master Agreement.

Signature _____
(Employee)

Signature _____
(Association Representative)

Signature _____
(School District)

Date _____

APPENDIX E

MARQUETTE AREA PUBLIC SCHOOLS
SPRING PARENT/TEACHER CONFERENCE FORM

Building: _____

Spring Parent/Teacher Conferences will be held on the following dates:

<u>Day</u>	<u>Date</u>	<u>Time</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ I have scheduled a conference for _____
on _____, _____
day date

Student's name

☐ I do not feel a conference is necessary at this time. However, if you would like to meet with me, please indicate below.

PLEASE MARK AND RETURN THE BOTTOM PORTION

- ☐ Yes, I will attend the conference.
- ☐ No, I am unable to attend the conference.
- ☐ I am not available at the scheduled time.
A good day and time would be: _____
- ☐ I am not scheduled for a conference, but am requesting one.
I am available: _____

Child's Name _____ Teacher _____ Grade _____

Parent's Signature: _____

LETTER OF UNDERSTANDING

(2012 Negotiations)

Re: Labor Agreement entered into as of July 1, 2012 between the "District", the Board of Education of the Marquette Area Public Schools, and the "Association", the Marquette Area Education Association, the Upper Peninsula Education Association and the Michigan Education Association.

It is hereby mutually understood and agreed:

1. Donated Leave Time:

A. Effective with their 2003-2004 Master Agreement, the Board and Association agree that the Board's present Donated Leave Time policy will be applied to allow Association members to donate up to two (2) accumulated paid leave days annually to other Association members, under the conditions set forth in the policy.

B. Each donating Association member who has unused accumulated personal business leave must utilize that leave for the first donated day. The second day donated may be drawn from the donating member's accumulated sick leave or any other accrued paid leave, at the member's option. If a donating member has exhausted personal business leave, one (1) sick leave day only may be donated by that individual.

C. Members receiving donated paid leave time will continue to accrue seniority.

2. Appendix A-1. Teacher Instruction Maximums Per Day for Full-Time Teachers:

Per day instruction maximums may be exceeded provided the amount of time the teacher is engaged in student instruction is reduced on another day(s) to offset such additional time.

3. During the term of the 2010-2012 Master Agreement, Sick Leave accrued prior to July 1, 1997 will be paid out according to the attached Agreement titled: "Article XIII – (Terminal Leave Pay for Sick Leave Accrued Prior to July 1, 1997)" with Attachment A (Terminal Sick Leave Payout Plan Application / Retirement) and Attachment B (Terminal Sick Leave Payout Plan Agreement and Waiver / Release of Claims).

4. MAPS and MAEA agree to create an Evaluation Committee during the 2011-12 school year. This committee shall consist of a building administrator from each level, a central office administrator, a teacher from each level, and an Elementary Specials Teacher.

5. If requested by the building administrator, High School Counselors may adjust their 184 work days by up to five (5) days before and up to five (5) days after the school calendar (see Article XV) in exchange for compensatory time. Compensatory time earned prior to the

start of the school calendar must be used during that school calendar, as approved by the building administrator. Compensatory time earned after the end of the school calendar must be used during the next school calendar as approved by the building administrator.

6. The School Nurse may adjust her 184 work days by up to six (6) days during the same school year, in exchange for being released from attending the five (5) Professional Development days and two evening Parent/Teacher Conferences.

7. This Letter of Understanding incorporates all current Letters of Understanding and Letters of Agreement between the parties; any prior Letters of Understanding and Letters of Agreement not incorporated in this Letter of Understanding are hereby terminated.

Dated: _____, 2013

The "Association"

By: _____

The "District"

By: Deborah L. Vento

Article XIII (Terminal Leave Pay for Sick Leave Accrued Prior to July 1, 1997):

During negotiations with the Association concerning the Prior Terminal Leave Plan, and treatment of Sick Leave accrued prior to July 1, 1997 in the same manner as currently provided (by Article XIII of the Collective Bargaining Agreement) for Sick Leave accrued after June 30, 1997, the District has consented to Terminal Sick Leave Pay for Sick Leave accrued prior to July 1, 1997 as follows (the "Terminal Sick Leave Payout Plan"):

A. (1) All Sick Leave accumulated after June 30, 1997 will be accumulated and paid as provided by Article XIII, the Accumulated Sick Leave Payout plan, subject to the limitations in paragraph D below.

(2) Accumulated Sick Leave accrued prior to July 1, 1997 will be paid upon retirement in accordance with this Terminal Sick Leave Payout Plan, subject to the limitations in paragraph D below. Such payment is intended to provide a bridge to the time the employee becomes eligible to receive reduced old-age retirement benefits under Title II of the Social Security Act, as permitted by 29 USC §623(1)(2)(B)(ii).

(3) Sick Leave days used will first be deducted from Sick Leave days accumulated after June 30, 1997.

B. For purposes of this Terminal Sick Leave Payout Plan, Terminal Sick Leave Pay is calculated by multiplying the number of unused Sick Leave days accrued prior to July 1, 1997, up to a maximum of two hundred (200) days, by:

\$20.00 for each day from 0 to 100;
\$22.50 for each day from 101 to 150; and
\$27.50 for each day from 151 to 200

C. For employees who voluntarily retire only (as distinguished from those who terminate employment for any other reason) the District will pay Terminal Sick Leave Pay each year before the recipient's eligibility to receive reduced old-age retirement benefits under Title II of the Social Security Act, such payment to be equal to the lesser of the Terminal Sick Leave Pay as computed above or the reduced old-age retirement benefits to which the recipient would be entitled upon becoming eligible for such reduced benefits. Payment will be made during January of each year commencing with the first calendar year following retirement. An employee retiring at or after such eligibility is qualified for only one payment of Terminal Sick Leave Pay.

D. Combined payments pursuant to this Terminal Sick Leave Payout Plan and the Article XIII Accumulated Sick Leave Payout Plan may not exceed seventy-five (75%) of the teacher's annual salary at the time of retirement. (For example, if the teacher's annual salary at the time of retirement was \$40,000, the total combined payments from this Terminal Sick Leave Payout Plan and the Article XIII Accumulated Sick Leave Payout Plan could not exceed \$30,000.) Any necessary reduction in payments will be on a pro rata basis.

E. To be eligible to participate in this Terminal Sick Leave Payout Plan for more than one payment of Terminal Sick Leave Pay the employee must satisfy all requirements for eligibility as provided above, and must submit an executed Terminal Sick Leave Payout Plan Application (Attachment A), together with an executed copy of the Terminal Sick Leave Payout Plan Agreement and Waiver/Release of Claims (Attachment B), at the time of notification to the District of intent to retire.

ATTACHMENT A

TERMINAL SICK LEAVE PAYOUT PLAN
APPLICATION/RETIREMENT

I, the undersigned employee, hereby elect retirement effective June 30, 20____, and apply to participate in the District's Terminal Sick Leave Payout Plan (the "Plan").

I hereby represent and confirm that:

1. I have examined and read the terms of the Plan and understand and knowingly accept its conditions and terms.
2. I hereby submit my resignation, effective the date stated above, for purposes of retirement.
3. I have executed the attached Agreement and Waiver/Release of Claims (Attachment B).

I acknowledge that I have carefully read and fully understand the terms and conditions of the Plan, including Attachments A and B. After careful consideration, I request to participate in the Plan and to unconditionally and irrevocably resign from employment with the Marquette Area Public Schools according to the terms and conditions of the Plan. I agree to the terms of the Terminal Sick Leave Payout Plan Agreement and Waiver/Release of Claims (Attachment B) which I understand I must sign and submit to the Board prior to my participation in the Plan.

I acknowledge and state that I am making this election as an exercise of my own free will and understand that if I were to reject the offer to participate in the Plan such rejection would have absolutely no impact or consequence on my current or future employment or status with the Marquette Area Public Schools.

Dated: _____
(Employee Signature)

ATTACHMENT B

TERMINAL SICK LEAVE PAYOUT PLAN AGREEMENT AND WAIVER/RELEASE OF CLAIMS

This Terminal Sick Leave Payout Plan Agreement and Waiver/Release of Claims is entered into this ____ day of ____, 20__, by and between _____ (hereinafter "Employee"), the Marquette Area Public Schools (hereinafter "District") and its Board of Education (hereinafter "Board"), and the Marquette Area Education Association (hereinafter "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Employee acknowledges and agrees that s/he voluntarily elected to participate in the Terminal Sick Leave Payout Plan (hereinafter "Plan") and accepts the benefits and conditions of the Plan as described therein. Further, Employee acknowledges and agrees that s/he has submitted his/her resignation from employment with the Marquette Area Public Schools (for the purpose of retirement) according to the terms and conditions of the Plan voluntarily, and that such resignation is irrevocable (other than as provided in paragraph 7 below) when accepted by the Board. Employee acknowledges and understands that s/he could have rejected the offer to participate in the Plan and that such rejection would have had absolutely no impact or consequence upon his/her current or future employment or status with the Marquette Area Public Schools.
2. The Board acknowledges and agrees that it will make the Plan payment(s) according to the terms and conditions of the Plan, the Plan Application (Attachment A) and this Agreement and Waiver/Release of Claims (Attachment B).
3. Employee acknowledges that in consideration of and in exchange for the Plan benefits; s/he hereby agrees to discharge, waive and release the District (including its individual Board members, employees and/or agents) and the Association (including its individual members, employees and/or agents), from any and all claims, charges, demands, grievances and/or causes of action of any kind whatsoever, including those for: breach of contract; deprivation of constitutional rights; discrimination with respect to disability, age, sex, religion, national origin, color, race, height, weight, family status and/or marital status which may have arisen under the federal Civil Rights Acts, the Age Discrimination in Employment Act and/or the Older Workers Benefit Protection Act, the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act and/or any other pertinent state and federal laws; personal injuries and/or damages including those for infliction of emotional or mental distress, invasion of privacy, defamation and/or injury to reputation, and any other kind of contractual, legal or equitable claim arising during and from his/her employment with, and/or from his/her separation and retirement from, the Marquette Area Public Schools, which Employee had or may presently have against any of them.
4. Employee acknowledges and agrees that s/he has contacted and communicated with the Michigan Public School Employees' Retirement System ("MPERS") to obtain the necessary information and confirmation of his/her retirement eligibility and benefits and has had the opportunity to seek and obtain information and advice with respect to their retirement eligibility and benefits under MPERS, including the impact and consequences of Plan benefits thereon, and has determined that the terms and conditions

thereof are acceptable and satisfactory to him/her. Employee acknowledges and agrees that the District (including its individual Board members, employees and/or agents) have not made any representations or provided any advice with regard to his/her eligibility or benefits under MPSERS and s/he agrees that s/he will not attempt to hold them responsible with respect to any dispute or controversy which may arise regarding his/her eligibility and/or benefits with MPSERS as a result of his/her retirement and/or acceptance of Plan benefits. This does not affect Employee's right to pursue any such dispute with MPSERS.

5. Employee acknowledges and agrees that s/he is solely responsible for any tax liability and/or consequences regarding payment by the District of Plan benefits and that s/he has had the opportunity to seek and obtain information and advice with respect to the tax liability and/or consequences of such payment. Further, Employee acknowledges and agrees that the District (including its individual Board members, employees and/or agents) has not made any representations or provided any advice with regard to his/her tax liability and/or consequences as a result of such payments and agrees that s/he will not attempt to hold them responsible with respect to any tax liability and/or consequences which may arise as a result of such payments. Employee agrees to indemnify the District (including its individual Board members, employees and agents), and to hold them harmless, from any taxes, FICA amounts (employee share), penalties or interest which may be owed or due as a result of payment of Plan benefits.
6. Employee acknowledges and agrees that s/he has been provided at least forty-five (45) days within which to consider the terms of this Agreement and Waiver/Release of Claims and the decision to retire and participate in the Plan. If employee signs and returns this Waiver/Release of Claims (Attachment B) form prior to expiration of such forty-five (45) day period, s/he represents that this has been done as a matter of his/her own desire and that no suggestion or request to that effect has been made either by the District (including its individual Board members, employees and/or agents) or by the Association (including its individual members, employees and/or agents).
7.
 - A. Employee acknowledges that s/he has a period of seven (7) days following the signing of this Agreement and Waiver/Release of Claims within which to revoke this Agreement (hereinafter "Seven Day Revocation Period"). Any such revocation must either be delivered personally to the District's administrative office or be postmarked (certified mail) on or before expiration of the Seven Day Revocation Period.
 - B. If such revocation is made, the District shall have the right to cancel the employee's Plan participation and benefits and the Employee, upon demand by the District, shall remit to the District all amounts which have been paid to Employee, or on Employee's behalf, under the Plan. If this remittance is not made within seven (7) business days of demand by the District, the District shall have the right to recover such sum against Employee in a civil action. Employee agrees that judgment against him/her for such amount may be entered in any court of competent jurisdiction.

8. Employee acknowledges and agrees that s/he has been informed in writing of the employees eligible to participate in the Plan and any eligibility factors and/or time limits applicable to receive payment of Plan benefits. Employee acknowledges and agrees that s/he has received written notification of job titles and ages of all individuals eligible or who have elected to receive Plan benefits and the ages of any individuals in the collective bargaining unit of which s/he is a member who are not eligible for Plan benefits.
9. Any waiver of age discrimination claims provided by this Agreement and Waiver/Release of Claims shall not become effective or enforceable until expiration of the Seven Day Revocation Period. This Agreement and Waiver/Release of Claims does not waive any age discrimination claims that may arise after the date it is signed.
10. Employee acknowledges that s/he is, and has therefore been, advised in writing to consult with an attorney prior to accepting and signing this Agreement and Waiver/Release of Claims and that s/he has had a reasonable opportunity to consult with an attorney and/or seek other consultation and advice from others of his/her own choosing with respect to its content and terms. Employee represents that s/he has carefully read and fully understands all of the provisions of this Agreement and Waiver/Release of Claims which sets forth the entire agreement between the parties hereto. Employee further agrees that s/he has not relied upon any representation or statement, written or oral, not set forth in this document. Further, Employee represents that s/he has entered into this Agreement and Waiver/Release of Claims, and has submitted his/her resignation pursuant to the Plan, voluntarily and has not been subject to any duress, intimidation or coercion with respect thereto by the District (including its individual Board members, employees and/or agents) or by the Association (including its individual members, employees and/or agents).
11. Employee acknowledges that no other representations have been made to him/her regarding the availability, unavailability, level or character of retirement or severance benefits which may or may not be available in the future to District employees in the collective bargaining unit of which s/he is a member. Employee affirms that the terms of the Plan represent good valuable consideration for his/her relinquishing of employment rights, irrespective of any separation or retirement incentive benefits or opportunities which may become available in the future for members of the collective bargaining unit of which s/he is a member. Employee recognizes that increased, different or reduced benefits and/or additional programs of the same nature as the Plan may in the future be made available through the process of collective bargaining between the District and the Association, or otherwise, and expressly disclaims any awareness of, or reliance on, representations to the contrary.

YOUR SIGNATURE ON THIS AGREEMENT AND ATTACHMENT A RESULTS IN A RESIGNATION FROM AND TERMINATION OF YOUR EMPLOYMENT AT THE MARQUETTE AREA PUBLIC SCHOOLS, AND CONTAINS RELEASES AND WAIVERS OF RIGHTS YOU MIGHT OTHERWISE BE ENTITLED TO, PRIMARILY EMPLOYMENT AND CONTRACT RIGHTS. YOU ARE HEREBY ENCOURAGED TO CAREFULLY READ THIS

DOCUMENT AS WELL AS THE PLAN AND ATTACHMENT A, TO TAKE THEM HOME FOR REVIEW BEFORE SIGNING IF YOU WISH, AND TO HAVE THEM REVIEWED BY YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

Your participation in the Plan (provided you satisfy the Plan eligibility criteria) is at your option, and at your sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require you to sign this Agreement or to participate in the Plan. If anyone has made any statements to you which you interpret as directly, indirectly or "constructively" requiring you or encouraging you to sign this Agreement or to participate in the Plan, you should not rely on such statements, since they do not constitute the position of the Marquette Area Public Schools. If anyone has informed you that no other retirement or severance benefits may become available to you in the future should you not retire and resign now, you should not rely on such statements. If anyone has made statements or representations to you regarding your retirement benefits or conditions, which are inconsistent with or additional to the terms of the Plan (other than any benefits to which you may be entitled pursuant to the collective bargaining agreement between the Board and the Association), you should not rely on such statements or representations in deciding whether or not to participate in the Plan.

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS

READ CAREFULLY AND COMPLETELY BEFORE SIGNING

EMPLOYEE

Employee Signature

Date _____

Employee Name

Employee Social Security No.

STATE OF MICHIGAN)
) ss
County of Marquette)

On this ____ day of _____, 20____, before me, a Notary Public, in and for said County, personally appeared _____ to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his/her free act and deed.

Notary Public
Marquette County, Michigan
My commission expires: