

AGREEMENT

by and between

THE BOARD OF EDUCATION OF THE  
REPUBLIC-MICHIGAMME SCHOOL DISTRICT

Republic, Michigan 49879

and the

REPUBLIC-MICHIGAMME EDUCATION ASSOCIATION

affiliated with

THE UPPER PENINSULA EDUCATION ASSOCIATION

2004-2007

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ARTICLE I – CONTRACT DEFINITION AND RECOGNITION

DEFINITIONS

SECTION 1

This contract by and between the Board of Education of the Republic-Michigamme School District, Republic, Michigan, (hereinafter called “the Board”) and the Upper Peninsula Education Association and the Michigan Education Association (hereinafter called “the Association”) is to govern the relations between the Board and the Association during the duration of this Agreement. This contract is referred to hereinafter as the “Agreement.”

When used in this contract, the following terms have the following meanings: (Terms defined in the body of the Agreement shall have the meanings ascribed to them within the section where defined only.)

- A. “Teacher refers to all persons represented by the Association described in Section 3A of the Agreement, infra.
  
- B. “Board” refers to the Board of Education of the Republic-Michigamme School District and/or its representatives.

WITNESSETH

SECTION 2

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

RECOGNITION

SECTION 3A

The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure or probation, classroom teachers, guidance counselors, librarians, advising or critic teachers, but excluding supervisory and executive personnel and office clerical employees. The term “teacher” when

used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers. The term "Board" shall refer to the Board of Education and/or its designated representatives.

### SECTION 3B

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement.

### SECTION 3C

It is contemplated that matters not covered by this Agreement and not subject to the grievance procedure in Article XIII of this Agreement, but of common concern to the parties, shall be discussed by the parties from time to time during the period of this Agreement upon request by either party or the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. In the event that either party desires to discuss matters which are not covered by this Agreement and not subject to the grievance procedure in Article XIII of this Agreement, they shall notify the other of such desire in writing.

### SECTION 3D

The parties hereto agree that the provisions of this contract shall automatically be modified to conform with existing law should any provisions of this contract be illegal or unlawful as finally determined by a court of competent jurisdiction.

### SECTION 3E

Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

### MEMBERSHIP DUES

#### SECTION 4A

All teachers as a condition of continued employment shall either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year, or
2. Cause to be paid to the Association a representative fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Associations) within sixty (60) days of the commencement of employment. In the event the representative fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of the current semester. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment for failure to comply with the terms of this contract.
3. Association dues will be paid in ten (10) equal installments and will include Republic-Michigamme dues.

ASSOCIATION AGENT – VISITATION PRIVILEGES

SECTION 5

Representatives of the Association shall have access to the building and the right to consult with the officers of the Association. This consultation, however, shall not interfere with any classes at the time of such visitation; and such consultation shall be arranged by the Administration.



## ARTICLE II – BOARD RIGHTS

### SECTION 6A

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law to determine their qualifications and conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
3. 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;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and use teaching aids of every kind and nature;
5. 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 nonteaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the

Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

#### SECTION 6B

1. No teacher shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or professional advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.
  
2. A teacher shall be entitled to have present a representative of the Association during any disciplinary action when such action will become part of the teacher's personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of the Agreement to the action being taken.

ARTICLE III – CONDITIONS OF WORK

SECTION 7A

1. The normal weekly teaching load in the high school will be twenty (20) class periods and five (5) guided study periods or twenty-five (25) class periods based on a seven- (7) period day.
2. Based on an eight- (8) period day, the normal weekly teaching load in the high school will be twenty-five (25) class periods and five (5) guided study periods or thirty (30) class periods.
3.
  - a. If it is necessary for a teacher to have additional classes or study halls beyond these limits, he/she will be compensated proportionally at a rate of one-eighth (1/8) his/her base salary.
  - b. If one teacher substitutes for another teacher during the course of the school day, the teacher will be able to claim compensatory time for each time spent subbing for another teacher. Such compensatory time will be taken in blocks of four-eighths (4/8) or eight-eighths (8/8) and must be approved by the administration. The time may be carried over year to year. Subbing shall be voluntary and teachers have the option to deny the substitute request.
4. For elementary teachers, no teacher's daily teaching load will be more than the equivalent of six (6) hours (periods).
5. An elementary teacher's daily load will include the equivalent of two (2) preparation periods.
6. It is further understood that all elementary teachers will have preparation time during scheduled art, music, or physical education classes.
7. Part time: All part-time teachers' contact hours shall be consecutive.

SECTION 7B

All teachers shall be given a tentative schedule in writing for the forthcoming year no later than the last day of school. In the event that changes in such schedule are proposed, all teachers affected shall be notified in writing no later than July 1. In no event will changes in teachers' schedules be made later than the 15<sup>th</sup> day of August preceding the commencement of the school year unless an emergency situation requires same.

SECTION 7C

The Board and the Association recognize the desirability of class sizes, which provide for the minimum number of students per teacher and pledge their respective organizations to cooperate in efforts to attain such an educational environment for the students of the Republic-Michigamme School District. In decisions regarding students assigned to split classrooms, teachers affected by such decisions shall be consulted.

Present conditions and facilities in the Republic-Michigamme School System suggest the following guideline for class sizes:

Pre-K/Kindergarten . . . . .	22	Mathematics . . . . .	25
Grades 1 through 6 . . . . .	25	Science . . . . .	25
Special classes for the handicapped or mentally retarded . . . . .	15	Language . . . . .	25
Split Classroom. . . . .	18	Business. . . . .	25
English . . . . .	25	Typing . . . . .	20
Social Studies . . . . .	25	Industrial Arts . . . . .	20
General Education . . . . .	25	Drafting . . . . .	20
Vocational Shops. . . . .	20	Music and Band. . . . .	No Limit

Homemaking . . . . .	20	Art . . . . .	20
Physical Education . . . . .	30	Remedial Classes . . . . .	10

SECTION 7D

Every teacher shall be responsible for the requisition of classroom supplies. Notice will be given at least two (2) weeks prior to due date. Pre-enrollment will occur before such notice.

SECTION 7E

The Board agrees to make available word processing equipment, copier machine and computer printers necessary to prepare instructional material to aid teachers in preparation of instructional material.

SECTION 7F

1. The Association and the Board realize that the curriculum of our school should be continually evaluated and revised as necessary to meet the needs of the students. A committee shall be established by the Superintendent on an ad hoc basis as needed. This committee shall meet with the time and place to be arranged by the Administration. Representation shall include the Board of Education, teaching staff and administration and others deemed necessary. The teaching staff representation shall be appointed by the Association President from elementary and secondary depending upon the area in which the need for an ad hoc committee occurs.
  
2. An ad hoc committee shall be formed to discuss and rationalize any major staff changes or decisions, which require a staff reduction before Board action is taken.

SECTION 7G

When a teacher attends meetings, conferences, or other activities at the request of the Board, the Board shall compensate the teacher for expenses and shall guarantee that the teacher shall suffer no loss of salary or other benefit by virtue of such attendance. A tentative budget shall be submitted by the teacher

ten (10) days in advance of the conference. The Board agrees to pay the teacher within ten (10) days after the completion of the conference. The prevailing IRS mileage rate will be paid by the Board for authorized use of a personal car for business purposes.

#### SECTION 7H

The Board shall make available a cleaned and furnished lunch room, restroom and lavatory facilities exclusively for teacher use.

#### SECTION 7I

Telephone facilities for local calls in the teachers' workroom shall be available for reasonable use at no charge to the teacher.

#### SECTION 7J

1. All teachers shall be allowed no less than thirty (30) minutes of duty-free uninterrupted lunch period except in any unforeseen and emergency situations.
2. Teachers will be consulted prior to assigned supervisory responsibilities as assigned by the Administration.
3. Teachers shall arrive at school and be on duty in or near their classrooms available to the students by 7:55 a.m.
4. Teachers are permitted to leave no earlier than 4:25 p.m., provided prior arrangements have not been made with students or parents with requests for conferences or extra-help sessions. Teachers are permitted to leave on Fridays after the departure of the buses.

5. During exams the regular school day shall be honored by all teachers regardless of the time of dismissal of students.
6. Teachers assigned to a combined elementary-secondary teaching position shall have their hours determined by the Superintendent of Schools.
7. If for any reason all of the students are dismissed from school early, teachers may be excused after dismissal of the students.
8. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions shall be rescheduled only according to law. Dates for any state-required calendar make-up of cancellations shall be negotiated jointly between the Board of Education and the Association.
9. If school is cancelled after a teacher has reported for work, and the day is not counted as a day in session, the teacher will be paid his/her hourly rate for the portion of the day worked. Teachers will be responsible for tuning in of local radio stations for cancellation of school.
10. Any number of teacher and/or student days additional to those in the negotiated calendar shall be compensated at the teacher's daily pay rate when such days are required by state laws or directives.
11. The Board of Education shall not be required to cancel a "work day" (i.e., a day when teachers report but students are not in session such as end-of-semester grading day, a parent-teacher conference day or an in-service day) or that portion of any day which is scheduled to be partial "work day" even though students do not report. However, the Board may do so in its discretion.

The Board shall not be required to reschedule a “work day” or a partial “work day” which is cancelled but may do so in its discretion.

Total annual salary is based on the number of days of work during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year beyond the number of workdays scheduled.

12. Snow days will be made up (if required by law to meet minimum days and hours) through the utilizing of snow make-up days and continuous extension of the school year.

Board representatives will negotiate with two (2) designated representatives of the Association regarding the actual dates on which any make-up days will be held before such dates are scheduled by the Board.

#### SECTION 7K

1. The Board agrees at all times to maintain a list of qualified substitute teachers.
2. Teachers shall be informed of a telephone number they may call to report unavailability for work.
3. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange a substitute teacher. If a substitute cannot be obtained, the rotation of staff will be utilized according to past practice.



#### SECTION 7L

1. All teachers will maintain a lesson plan book including class roster with duplicate lesson outlines submitted to the Principal each Friday for the following week so as to enable substitute teachers to be as effective as possible.
2. This lesson plan book shall be available for use by the substitute teachers, and its usual location at the school shall be known to the Principal.
3. Each teacher shall turn in their completed grades to the office at the close of the school year.

#### SECTION 7M

Teachers calling to report unavailability shall indicate the reason, whether it be personal illness, illness or death in the family.

#### SECTION 7N

1. A minimum of two (2) parent-teacher conferences will be held during the school year.
2. Parent teacher conferences for middle and high school are 1:30 to 3:30, 4:30 to 7:00. Report cards are available in the office for parental pick-up prior to the conference.
3. Parent teacher conference times for elementary will be per appointment and report cards will be sent home by the teacher.
4. A list of appointments shall be in the hands of each teacher prior to said conference.
5. All teachers shall be in attendance for their scheduled conference unless other arrangements have been made with the Administration.

6. One (1) open house will be held yearly and each teacher shall be in attendance.

#### SECTION 7O

The school calendar shall be negotiated by the Board of Education and the Association and shall become a part of this contract.

#### SECTION 7P

The Association shall have the right to use school building facilities at all reasonable hours for meetings. "Reasonable hours" shall in no way be construed to mean during the teachers' working hours. A total of six (6) days per year shall be granted to teachers for Association leave, not accumulative. The Association will reimburse the cost of the substitute for the last three (3) days used.

#### SECTION 7Q

The Association shall have the right to use the bulletin boards in the teachers' room and mailboxes for any material or communications in relation to the Association. It may also have the right to use school facilities and equipment including word processors and other duplicating equipment when such equipment is not otherwise in use. The Association shall pay for all materials and supplies incident to such use on such terms as the Board may specify.

#### SECTION 7R

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements, and allocations and other such information as will assist the Association in developing, intelligent, accurate, informed and constructive programs on behalf of the teachers, together with nonconfidential information which may be necessary for the Association to process any grievance or complaint. Such requests shall be made to the Superintendent or his designee in writing.

### SECTION 7S

A teacher engaged during the school day negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance procedures, including arbitration, shall be released from regular duties without loss of salary, provided that the time for such negotiating or arbitration has been approved by the Superintendent of Schools or the Board of Education or has been set by the Michigan Employment Relations Commission.

### SECTION 7T

Any teacher assignment in addition to the normal teaching schedule during the regular school year, except adult courses and summer programs, shall be obligatory during regular school hours. Teachers regularly employed in the system shall be notified of the fact that such positions are to become available and shall be given an opportunity to apply for them. Such notification shall be in writing to the Association. Length of service to the Republic-Michigamme School District shall be taken into consideration in filling these positions.

### SECTION 7U

1. A vacancy shall be defined as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence as defined by Section 3A of this contract.
2. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association as well as individual teachers certified in said vacancy and post notice of same on bulletin boards in the school for no less than ten (10) working days before the position is filled. When school is not in session, the President of the Association shall be informed.
3. Bargaining unit members shall be given first opportunity to bid on all vacancies.

## ARTICLE IV – HIRING OF TEACHERS

### SECTION 8A

No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university and/or a provisional, continuing, or permanent teaching certificate. In case of emergency exceptions can be made; or in case of exceptional qualifications a person may be hired, but the Association must be notified in writing.

### SECTION 8B

Should substantial and unforeseen changes in the student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, before any reductions are made in the number of teachers employed by the Board, the Board and the Association will confer with respect to the question of what methods shall be utilized to affect the staff reduction.

In the event that a reduction of personnel shall become necessary, the Board shall first retain those teachers possessing valid teaching certificates with the longest period of continuing service in the school district who are qualified to teach in those areas or disciplines to be preserved.

The Board shall develop a list of necessary staff positions based upon the proposed educational program for the forthcoming year. Such list shall include types of positions required; i.e., grade level (PreK-6), subjects and subject areas (grades 7 through 12). A seniority list of staff shall be published and posted with a copy to the Association. Such a list shall be published and posted prior to any layoff. The list shall be updated at the beginning of each semester. A teacher on unpaid leave of absence shall not receive seniority for the year of leave; however, he/she shall retain all past accumulated seniority in the district. For the purpose of staff reduction only, a tenure teacher on leave of absence shall be considered in the same status as an actively employed teacher. A teacher on a Board approved leave of absence shall only be replaced by a certified and qualified teacher who is issued an individual contract only for

that time period during which the leave has been approved. The Board shall give notice of layoff to the individual involved no later than July 1. Seniority shall be defined as the number of years and fractions of year continuously taught in the District.

If any employees are laid off due to a reduction in staff associated with a reorganization, the layoff and subsequent recalls shall be based on seniority while in this District and certification and endorsement if required by law.

In the event of layoff the Board will institute a recall procedure which when implemented will insure teachers that they will be recalled in the reverse order of layoff. Recall will be initiated immediately upon resolution of any financial crisis which may have precipitated the necessary reduction in personnel and in accordance with the Teacher Tenure Act.

## ARTICLE V – TEACHER EVALUATIONS

### SECTION 9A

All written evaluations concerning a teacher’s classroom or instructional performance will be shared with a teacher through a personal conference no later than five (5) school days after the observation. Teachers will have the right to openly challenge in writing any item of evaluation which they feel is unfair to their performance.

### SECTION 9B

Upon reaching tenure status per Michigan law, letter(s) will be placed in personal files with a copy given to teacher(s).

## ARTICLE VI – PUPIL ADMINISTRATION

### SECTION 10A

The teacher shall be responsible for discipline in the classroom. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to the Board that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to utilize these resources with respect to such pupil.

A teacher may exclude a pupil from one (1) class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal full particulars of the incident no later than the end of the same day.

### SECTION 10B

Any case of assault and/or battery upon a teacher will be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

### SECTION 10C

The Board shall reimburse teachers for any damage to or destruction of clothing or personal effects normally used by people in the course of their day-to-day activities when such damage or destruction occurs while the teacher is on duty in or for the Republic-Michigamme School District and is caused by a student of the District. In the event the Board and the teacher involved are unable to agree upon the amount of reimbursement to be paid under this section, then the matter shall be referred to a joint Association-Board ad hoc committee for discussion. In the event that the ad hoc committee is unable to

agree as to the amount of reimbursement to be paid, the matter shall be referred to a third party acceptable to the Board and the Association whose decision shall be final and binding.

#### SECTION 10D

Parents wishing to make complaints against a teacher at a Board meeting or otherwise shall be requested by the Board or the Administration to meet with the teacher and attempt to resolve the complaint. Should the parent express dissatisfaction after such meeting with the teacher, the matter shall be discussed with the appropriate administrator, the teacher, and the parent. If the matter is not resolved, a meeting between the appropriate administrator, the parent, and the teacher involved shall be taken up in closed session with the teacher and appropriate administrator(s) present.

#### SECTION 10E

Parents or legal guardians shall adhere to the following criteria when a classroom visit is desired:

- a. A minimum of three (3) days' notice shall be given.
- b. A statement of the purpose of the visit shall be given.
- c. A statement of the course or subject to be observed shall be given.
- d. The length of the requested visit not to exceed two (2) hours (periods) per visit.
- e. No parent/legal guardian shall be allowed more than two (2) visits to an individual's class per school year without demonstrating reasonable cause acceptable by both the teacher and the administration.
- f. No information reported by the parent or legal guardian or their agent may be considered to influence or be part of a teacher's evaluation or disciplinary proceeding.
- g. No videotaping or electronic surveillance will be permitted.
- h. Privacy rights of other students will be maintained.



#### SECTION 10F

Student Policy will be enacted by the Board in grades Pre-K through 12. The Student Policy shall be enforced by the teachers under the general direction and supervision of the Board through its representative(s).

#### SECTION 10G

New teachers shall be informed of duties, rules, and regulations pertaining to their teaching day by the Administration at the opening of the school year. These rules and policies shall be maintained in a teacher's handbook, which shall be made available to all teachers.

#### SECTION 10H

There shall be written notice to teachers and counselors involved when a student has dropped out of school or upon re-entrance or when disciplinary action has been taken against the student.

**ARTICLE VII – SALARY SCHEDULE**

**SECTION 11A**

**2004-05 - Base Salary \$28,100 (2%)**

**2005-06 - Base Salary \$28,662 (2%)**

**2006-07 - Base Salary \$28,949 (1%)**

**REPUBLIC-MICHIGAMME EA Schedule Index**

Year of Teaching Step	AB	+8	+18	+30	MA	+6	+12	+18	+24	+30	+45
1	1.00	1.03	1.06	1.10	1.14	1.16	1.18	1.20	1.22	1.24	1.30
2	1.04	1.0712	1.1024	1.144	1.1858	1.2064	1.2272	1.2480	1.2688	1.2896	1.3520
3	1.0816	1.1140	1.1465	1.1898	1.2330	1.2547	1.2763	1.2979	1.3196	1.3412	1.4061
4	1.1249	1.1586	1.1924	1.2374	1.2823	1.3049	1.3274	1.3498	1.3724	1.3948	1.4623
5	1.1699	1.2050	1.2401	1.2869	1.3336	1.3571	1.3805	1.4038	1.4273	1.4506	1.5208
6	1.2167	1.2532	1.2897	1.3384	1.3869	1.4114	1.4357	1.4600	1.4844	1.5086	1.5816
7	1.2654	1.3033	1.3413	1.3919	1.4424	1.4679	1.4931	1.5184	1.5438	1.5689	1.6449
8	1.3160	1.3554	1.3950	1.4476	1.5001	1.5266	1.5528	1.5791	1.6055	1.6317	1.7107
9	1.3686	1.4096	1.4508	1.5055	1.5601	1.5877	1.6149	1.6423	1.6697	1.6970	1.7791
10	1.4233	1.4660	1.5088	1.5657	1.6225	1.6512	1.6795	1.7080	1.7364	1.7649	1.8503
11-15	1.4802	1.5247	1.5692	1.6283	1.6874	1.7172	1.7467	1.7763	1.8059	1.8355	1.9243
16-20	1.5394	1.5856	1.6320	1.6934	1.7549	1.7859	1.8166	1.8474	1.8781	1.9089	2.0000
21-25	1.6010	1.6491	1.6973	1.7611	1.8251	1.8573	1.8893	1.9213	1.9532	1.9853	2.0000
26-30	1.6650	1.7150	1.7652	1.8315	1.8977	1.9316	1.9659	1.9982	2.0000	2.0000	2.0000
31	1.7316	1.7836	1.8358	1.9048	1.9736	2.0000	2.0000	2.0000	2.0000	2.0000	2.0000

SECTION 11B

2004-2007 EXTRACURRICULAR SCHEDULE

<u>Activity</u>	<u>Percentage Rate of Base</u>
Varsity Basketball . . . . .	15
JV Basketball . . . . .	10
7 <sup>th</sup> and 8 <sup>th</sup> Basketball . . . . .	5.6
Varsity Track . . . . .	5.6
Track Assistant . . . . .	4.1
Junior High Track. . . . .	4.1
Band Director . . . . .	5
Drama . . . . .	5
Middle School – One-Act Play . . . . .	2.5
Middle School – Full Play . . . . .	5
Forensics . . . . .	5
Junior High Forensics . . . . .	2
Cheerleading . . . . .	5
Junior High Cheerleading. . . . .	3
Annual . . . . .	7
Audio Visual . . . . .	5
High School Bowl:     1 <sup>st</sup> Round. . . . .	3
2 <sup>nd</sup> Round . . . . .	3.5
3 <sup>rd</sup> Round . . . . .	4
4 <sup>th</sup> Round . . . . .	4.5
5 <sup>th</sup> Round+. . . . .	5
Debate . . . . .	5
Vocal Concert Director. . . . .	5
Advisors: 9 <sup>th</sup> & 10 <sup>th</sup> Grades. . . . .	2
Advisors: 11 <sup>th</sup> Grade . . . . .	5
Advisors: 12 <sup>th</sup> Grade . . . . .	3
Advisors: Middle School . . . . .	1
Driver Education . . . . .	.067% per hour
Cross Country Varsity . . . . .	5.6
Cross Country Assistant . . . . .	4.1
Cross Country – Junior High . . . . .	4.1
Chess . . . . .	1.5
Student Council . . . . .	3
Audio Visual/Computer Tech . . . . .	5
National Honor Society . . . . .	3

SECTION 11C

Substitute Pay: Day-to-day. . . . . Board Discretion

#### SECTION 11D

New employees who have had previous certified teaching experience shall be given credit for as many as five (5) years' credit on the salary schedule and may be given up to ten (10) more years' service credit at the discretion of the Board.

Advancement of the salary schedule shall be for graduate credit only. Undergraduate credit may be counted toward advancement if previously approved by the Superintendent/Board of Education as part of a minor or major building program (or other such benefit of the district) before the course was taken.

Any bargaining unit member who enrolls in a course related to his/her employment responsibilities at an accredited college or university at the direction of the Board shall receive full reimbursement from the Employer for his/her tuition, fees, and books upon the successful completion of such course ("C" average).

#### SECTION 11E

Separate checks will be dispersed with appropriate deductions upon completion of extra-curricular activities and their responsibilities, as requested per coach/advisor.

ARTICLE VIII – EMPLOYEE BENEFITS

SECTION 12A

The Board will provide without cost to the teacher full family health care benefits. This plan shall include:

**MESSA Choices II Plan A:**

MESSA Choices II - \$5 prescription co-pay  
\$25,000 term life insurance with AD&D; \$12,500 spouse - \$6,250 dependent children  
Long-term disability insurance – MESSA Choices Plan II  
(Maximum Mo. Benefit \$1,500/Maximum Eligible Mo. Salary \$2,250)  
MESSA Dental Care – 90/80/80/80, \$1,800 orthodontic max  
MESSA Vision Care Plan – VSP 3 Plus

\*Board pays Choices II cost for 2004-05.

\*For 2005-06, if there is a 0-10% increase it will be picked up by the Board—if 10.1%-15% increase raise goes to 1% and Board pays full insurance—if over 15.1% raise goes to 0% and Board pays full insurance for 2005-06.

\*0-10% increase picked up by the Board—if over a 10.1% increase raise goes to 0% and Board pays full insurance for 2006-07.

**MESSA Choices II Plan B:**

MESSA Dental Care – 90/80/80/80, \$1,800 orthodontic max and adult ortho rider  
MESSA Vision Care Plan – VSP 3 Plus  
Life - \$30,000 AD&D; \$12,500 spouse - \$6,250 dependent children  
Long-term disability insurance – MESSA Choices Plan II

Annuity – \$350 per month Board paid annuity when MESSA Choices II takes effect. If a member drops insurance as of April 1, 2005, the annuity will go to \$375 effective immediately for the rest of 2004-05, 2005-06 and 2006-07.

SECTION 12B

Part I:

1. Teachers in this system shall be granted ten (10) days annual sick leave with unlimited accumulation.  
  
(NOTE: See Part III, A, with 180 maximum restriction on retirement benefits.)
2. This shall only apply to bona fide illness of the teacher.
3. Such leave beyond three (3) days shall require a doctor’s certification if required by the Board.

4. Every teacher will be informed prior to the closing of the school year the number of credited sick days he/she have accumulated.

Part II:

Teachers of the Republic-Michigamme School District shall upon retiring receive terminal leave pay to be computed as follows: \$50 times the number of years of Republic-Michigamme service, said amount to be paid one lump sum either in December or June. Upon the death of the teacher terminal leave pay shall be paid to the spouse and/or children or such other designated beneficiary.

Part III:

Teachers will receive benefits under either A or B, not both, depending on their status.

- A.
  1. Upon retirement and upon becoming eligible for retirement benefits from the Michigan Public School Employees' Retirement Fund, the Republic-Michigamme School District shall pay to each teacher an amount equal to one-half (1/2) of the teacher's daily rate at the time of retirement times the number of accumulated unused sick leave, using a maximum of 180 days in the final calculation, said amount to be added to the amount of terminal leave pay as described in Part II above.
  2. Upon the death of the teacher after retirement if this benefit has not been paid, said sum shall be paid to the designated beneficiary.
  3. Regardless of years of service and prior to retirement, this sum shall be paid to the designated beneficiary.
- B.
  1. Teachers not covered under Part A with at least ten (10) full years' service in the district shall be eligible for severance pay upon satisfactory termination of service.

2. Severance pay shall be based on the unused sick days accumulated by teachers.
3. Pay for unused sick days shall be made at the rate of pay for one-half (1/2) the unused days, not to exceed fifty (50 ) days' pay at the rate of \$35 per day.
4. Resignee must give sixty (60) days' written notice and be submitted not later than May 31 for this section to be effective.

Teachers will receive benefits under the agreed upon BENCOR plan.

Any unused sick leave monies and years of service monies owed to a retired teacher must be paid through BENCOR.

#### SECTION 12C

Four (4) days of leave will be granted to a teacher for the death in the teacher's immediate family which shall be the spouse, children, mother, father, mother-in-law and father-in-law. Two (2) days of leave will be granted to a teacher for the death of their sister, brother, brother/sister-in-law, grandmother, grandfather and grandchildren. The days must be consecutive school calendar days, one of which may be the day of the funeral/memorial service. Additional days, as needed, will be first taken out of personal business days, then out of sick days.

#### SECTION 12D

1. Three (3) days' leave per year will be granted to each teacher for personal business accumulative to six (6) days.
2. One (1) unused business day at the end of each school year, up to five (5) days, during period of employment, may be accumulated and added to teacher's accumulated sick days under Section 12B.

3. Forty-eight (48) hours' prior notice in writing will be given to the Superintendent for personal leave day and no more than two (2) teachers are granted leave on any given day.
4. Teachers will be paid \$45 per day for each unused personal day.
5. Teachers have the ability to take one period off, on a needs basis, with payback through subbing.

#### SECTION 12E

1. The entire teaching staff may be released from class one (1) day of each month after the morning session with the afternoon set aside for staff meetings upon the written request of the Association or the Administration for cause shown. Teachers shall attend the meeting for one (1) hour beyond the regular working day if required. In no event shall any of the meetings or discussions consider or involve professional negotiations unless agreed to by the Board.
2. Teachers may be required to remain in school until 4:30 p.m. not more than five (5) times a year.

#### SECTION 12F

The teacher's salary shall be paid in 21 or 26 equal installments, the number being the option of each teacher, payable every other Wednesday, beginning with the second Wednesday after Labor Day.

When a teacher advances another step on the salary schedule, the Superintendent shall be notified and the change in salary shall be effective as of the next payroll provided proof is submitted at least two (2) weeks prior to the payroll date. Payment for extracurricular activities shall commence upon completion of the activity.

#### SECTION 12G

1. A teacher shall submit to a physical at the discretion of the Board.



2. The cost of such an examination shall be paid by the Board.

SECTION 12H

Retiree benefits will be paid through August 31 of the school year in which retirement occurs.

SECTION 12I

The Board shall upon the request of a teacher authorize a reduction of his annual salary by a specific amount to apply to tax deferred annuities. The Association and the Board shall name three (3) insurance carriers to handle all tax deferred annuities.

SECTION 12J

The Board will upon the request of a teacher authorize a deduction of MEA auto insurance from his annual salary.

## ARTICLE IX – LEAVES OF ABSENCE

### SECTION 13A

Any teacher who requests a leave of absence from his employment shall be granted a leave of absence by the Board for the purpose of being inducted into or entering the military forces of the United States. Upon his or her release from such training duty or upon discharge, the teacher shall be reinstated by the Board in his same position without loss of his seniority status or pay, provided such application for reinstatement is made within fifteen (15) days following a release or discharge from the military service.

### SECTION 13B

Teachers called for jury duty or subpoenaed as a witness when school is in session will be paid their regular salary. Teachers will remit their pay as a witness or jury duty, minus mileage, to the Board of Education. Such time shall not be charged against the teachers' sick leave.

### SECTION 13C

Teachers who have been employed for five (5) or more years in the Republic-Michigamme Schools may be granted an unpaid leave of absence for up to one (1) year for personal reasons or in the case of illness.

### SECTION 13D

Teachers may be granted a sabbatical leave in accordance with the provisions of the School Code of 1955 as the same may be from time to time amended. A teacher may be granted a sabbatical leave of one (1) year for purposes related to improving the teacher's skills as an educator. Sabbatical leave will be limited to one (1) teacher every two (2) years. Upon completion of sabbatical leave the teacher must return to the district for at least one (1) year or forfeit all compensation received under this section. The Board agrees to pay one-half (1/2) of the base salary, base salary determined as of the year of leave. Requests for sabbatical leave shall be submitted in writing to the Superintendent at least sixty (60) days prior to the date such leave is to be effective but not later than July 1.

SECTION 13E – MATERNITY LEAVE

- A.
  - 1. An unpaid leave of absence shall be granted to any bargaining unit member for the purpose of child care.
  - 2. Said leave shall commence upon request of the bargaining unit member.
  
- B.
  - 1. The teacher shall submit a written request for child care leave to the Board of Education.
  - 2. The request shall specify the anticipated beginning date of the leave and be accompanied by the physician's statement that there is no medical reason why the teacher cannot continue to perform services until the beginning date of the leave.
  
- C.
  - 1. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's Office in writing at least four (4) months prior to the expected date of birth so that necessary arrangements can be made to procure the teacher's replacement.
  
- D.
  - 1. A bargaining unit member may commence said child care leave at her option.
  - 2. Likewise, she may terminate the leave any time after the birth of the child and provided that she is physically able with a doctor's release to perform her teaching/work responsibilities.
  
- E.
  - 1. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the bargaining unit member.

- F.
  - 1. The granting of such leave will in no way interrupt seniority and rights attendant thereto.
  - 2. Continuation of insurance benefits will be provided during the initial leave period.
  
- G.
  - 1. In lieu of the above provisions for unpaid maternity leave a teacher shall have the right if she so desires to receive sick leave benefits beginning at such time as she is no longer able to continue work and is temporarily incapacitated by a doctor's verification.
  
  - 2. This must be accompanied by a doctor's verification.

SECTION 13F

Absences other than contained in this contract may be granted at the discretion of the Administration.

ARTICLE X – SCHOOL CALENDAR

SECTION 14

School calendar (as attached).

ARTICLE XI – CONTRACT REPRODUCTION

SECTION 15

Copies of this Agreement shall be reproduced by the Board of Education by whatever means they deem appropriate. Five (5) additional copies of this Agreement shall be made available to the local Association President or Uniserv Director.

ARTICLE XII – CONTRACT DISCUSSION

SECTION 16

Any provision of this contract may be discussed upon the request of one (1) party to the other.

## ARTICLE XIII – GRIEVANCE PROCEDURE

### SECTION 17A

Definition: A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement. Grievances will be presented in the following steps:

1. Level One.

A person with a grievance will first discuss it with his Principal or immediate supervisor, either directly or through the Association's school representative, with the objective of resolving the matter informally. The grievance shall be presented within ten (10) school days of its occurrence, or it shall be deemed waived. The Association shall also be permitted to grieve following steps listed here.

2. Level Two.

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Superintendent. This must be done within five (5) school days after the decision at Level One. Within five (5) school days after receiving the written grievance, the Superintendent will decide whether the grievance has merit. The written grievance shall name the employee 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 Association with respect to these provisions, and shall indicate the specific relief requested.



- b. The Superintendent or his designee will represent the Administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person and/or representatives of the Association in an effort to resolve it.

3. Level Three.

If the individual grieving or the Association is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered, the Superintendent will refer it to the Board at the next regularly scheduled meeting. The Board will then discuss it with the Superintendent who will then implement the Board's instructions within ten (10) school days.

4. Level Four.

- a. If the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) school days after being presented to the Board, the Association may within five (5) school days after a decision by the Board request in writing that the grievance be submitted to binding arbitration. If the Association determines that the grievance is meritorious and that it arises from the language of this Agreement or an alleged violation, misinterpretation or misapplication thereof and that submitting it to binding arbitration is in the best interest of the Republic-Michigamme School System, it may by written notice to the Board submit the grievance to binding arbitration within thirty (30) school days after receipt of a request by the aggrieved person. Grievances which do not arise from the language of this Agreement or an alleged violation, misinterpretation, or misapplication thereof may be processed through Level Three but will not be arbitrable.

- b. Within ten (10) school days after such written notice of submission to binding arbitration the Board and the Association committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected will confer with the representatives of the Board and the Association and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasonings, and conclusions on the issues submitted. The arbitrator will be without power to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. He shall have no power to rule on any of the following:
1. The termination of services of or failure to re-employ any probationary teacher.
  2. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.
  3. Any claim or complaint for which there is another remedial procedure or course 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).

4. Any matter involving teacher evaluation.

d. 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 17B

##### Rights of Teachers to Representation:

1. No reprisals of any kind will be taken by either party or by any member of the Administration or by any member of the Association against any party in interest, any school representative, any member of the PR & R Committee, or any participant in the grievance procedure by reasons of such participation.
  
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing except he may not be represented by a representative of by an officer of any teacher organization other than the Association. The Association will have the right to be present and to state its views at all stages of the grievance procedure except Level One.

#### SECTION 17C

1. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. All such forms shall be available in the Superintendent's Office.

#### SECTION 17D

A teacher will have the right to review the contents of all records of the District pertaining to said teacher originating after original employment with this School District and to have a representative of the Association accompany him in such review.

#### SECTION 17E

No material originating after original employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher 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 teacher believes that material to be placed in his/her file is false or incorrect, he/she may receive adjustment, provided cause is shown through the grievance procedure; whereupon the material will be corrected or expunged from the file. The teacher will sign material placed in his/her file; such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. The Board agrees to keep each teacher's personnel file up to date; i.e., years taught, assignments, etc.

#### SECTION 17F

Any written complaint made against a teacher or person for whom the teacher is administratively responsible by any parent, student or other person will be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher may not be used as the basis for any reprimand, discipline or discharge.

## **ARTICLE XIV – DURATION OF AGREEMENT**

### **SECTION 18**

All provisions of the Agreement shall be effective September 1, 2004, and shall continue in effect for three (3) years until the 31<sup>st</sup> August, 2007. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**ARTICLE XV – CONTRACT SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have affixed their hand the day and year first above written.

BOARD OF EDUCATION  
REPUBLIC-MICHIGAMME SCHOOL DISTRICT

Date: \_\_\_\_\_

\_\_\_\_\_  
President

Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary

UPPER PENINSULA EDUCATION ASSOCIATION

Date: \_\_\_\_\_

\_\_\_\_\_  
R-MEA

Date: \_\_\_\_\_

\_\_\_\_\_  
UPEA

Date: \_\_\_\_\_

\_\_\_\_\_  
MEA

