

**MASTER CONTRACT**  
**BETWEEN**  
**THE MACKINAW CITY BOARD OF EDUCATION**  
**AND**  
**NORTHERN MICHIGAN EDUCATION ASSOCIATION**

**2014-2018**

## SECTIONAL INDEX

### CONTRACTUAL PROVISIONS

1.1	Agreement Statement .....	1
1.2	Witnesseth .....	1
1.3	Recognition .....	1
1.4	Payroll Deductions .....	2
1.5	School Calendar .....	2
1.6	Professional Grievance Procedure.....	2
1.7	Negotiation Procedures .....	4

### EMPLOYEE RELATIONSHIPS

2.1	Teachers' Rights.....	5
2.2	Teacher Assignments.....	7
2.3	Reductions in Personnel, Seniority, and Recall.....	7
2.4	Board Rights.....	8

### TEACHING CONDITIONS

3.1	Student Discipline and Teacher Protection .....	9
3.2	Work Day and Work Hours.....	10
3.3	Teaching Conditions.....	10
3.4	Restrictive Environment.....	11

### LEAVES OF ABSENCE

4.1	Professional, Personal, and Association Leave .....	11
4.2	Sabbatical Leave.....	12
4.3	Unpaid Leave.....	12
4.4	Illness and Disability .....	13

### COMPENSATION AND BENEFITS

5.1	Insurance Protection .....	14
5.2	Professional Compensation .....	16
5.3	Extra-Curricular.....	17

### MISCELLANEOUS PROVISIONS

6.1	Miscellaneous Provisions .....	17
6.2	Duration of Agreement.....	19
6.3	Retirement Incentive .....	19
	Appendix A – Calendars .....	20
	Appendix B - Salary Schedule .....	21

**SECTION ONE  
CONTRACTUAL PROVISIONS**

Section 1.1

AGREEMENT STATEMENT

The Agreement entered into this 1<sup>st</sup> day of December, 2014 by and between the Board of Education of the Mackinaw City Public Schools, hereinafter called the “Board” and the Northern Michigan Education Association, MEA/NEA, hereinafter called the “Association.”

Section 1.2

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Mackinaw City Public Schools is their mutual aim and that the character of such education depends predominantly upon the quality and the morale of the teaching service; and

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

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

WHEREAS, parties, following extended and deliberate professional negotiations, have reached certain understanding which they desire to memorialize;

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

Section 1.3

RECOGNITION

- A. The Board hereby recognizes the Northern Michigan Education Association. MEA/NEA, as the exclusive bargaining representative, as defined in Section IX of Act 379, Public Acts of 1965, for all the professional personnel, including personnel on tenure, probation, and on per diem appointments, classroom teachers, guidance counselors and librarians. The term “teacher” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined and references to male teachers shall include female teachers.
  
- B. The Board agrees not to negotiate with any teacher’s organization other than the Association 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 the Agreement provided that the Association has been given opportunity to be present at such adjustment. However, individuals may not arbitrate grievances.

Section 1.4

#### PAYROLL DEDUCTIONS

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher 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 Board.

Section 1.5

#### SCHOOL CALENDAR

- A. The parties agree that many aspects of the school calendar, except the first day of school and instructional hours, are negotiable; and further agree that the school calendar shall be set forth in Appendix A. Any deviation shall be by mutual written consent.
- B. 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 as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board of Education to insure that there are a minimum of hours of actual student instruction to meet state requirements. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation. The actual dates on which any makeup days will be held will be negotiated by two designated representatives of the Association and two designated representatives of the Board of Education. Any agreement reached by such representatives will be binding on the Association without a formal ratification vote. In the event an agreement cannot be reached regarding the dates on which the makeup days will be held by March 15, the Board of Education shall establish such days.

Section 1.6

#### PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative. The grievance must be filed within

ten (10) work days of the violation, misinterpretation or misapplication, or within ten (10) work days of the discovery thereof.

- C. If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on a form provided by the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him/her.
- D. Within five (5) work days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) work days of such meeting (or ten (10) work days from date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within ten (10) work days, the superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) work days of such meeting (or ten (10) work days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than ten (10) work days thereafter. A copy of disposition shall be furnished to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitration shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year

and strict adherence to the time limits may result in hardship of any party, the superintendent shall use his best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Work days are defined as school days during the school year and Monday through Friday, except holidays during the summer.

- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.
- K. Paid leave shall be provided any employee of the district who is called to testify at an arbitration hearing.
- L. In the event that a grievance is filed by a bargaining unit member of the Association that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may, by mutual consent, send the grievance directly to binding arbitration.
- M. If the Association files a demand for arbitration and the Board files an action in Circuit Court to stay the arbitration, in the event the Board does not prevail in the ultimate court determination and the alleged grievance is directed to an arbitrator for a ruling on its arbitrability and/or merits, the Board shall reimburse the Association for any and all costs, including attorney fees, incurred by it as a result of its participation in the stay proceedings and appeals there from. Under such circumstances, in the event the Board does prevail in the ultimate court determination and the alleged grievance is held to be not arbitrable, the Association shall reimburse the Board for any and all costs.
- N. If the Association receives an unfavorable arbitration award and appeals such award to the Circuit Court, in the event the Association does not prevail in the ultimate court determination, the Association shall reimburse the Board for any and all costs including attorney fees, incurred by the reason of its participation in the initial appeal proceedings and any appeals there from. If the board receives an unfavorable arbitration award and appeals such award to the Circuit Court, in the event the Board does not prevail in the ultimate court determination, the Board shall reimburse the Association for any and all costs, including attorney fees incurred by reason of its participation in the initial appeal proceedings and any appeals there from.

Section 1.7

### NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties undertake to time during the period to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. At least sixty (60) days prior to the expiration of the Agreement the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described the Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

**SECTION TWO  
EMPLOYEE RELATIONSHIPS**

Section 2.1

TEACHERS RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation or other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment or the teacher's nonparticipation in Association activities.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.
- C. The Board agrees to furnish to the Association in response to reasonable requests from time to time, public information concerning the financial resources of the district,

tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with the information which may be necessary for the Association to process any grievance or complaint. The Association shall reimburse the district in accordance with FOIA.

- D. A teacher will have the right to review the contents of all records, excluding initial references, of the district pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such review.
- E. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The teacher may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question within ten (10) days. If the material to be placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. When a teacher is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file.
- F. The Board agrees that it will in no way discriminate against or between employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence.
- G. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. 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, provided it does not delay the meeting by more than one school day. Should disciplinary action likely occur at a given meeting, the teacher shall be advised immediately of said possibility and be advised of the right to representation under this provision of the agreement.
- H. The Board further agrees that all employment records regarding medical, counseling or psychological records shall not be released to third parties absent the written consent of the employee or as required by law. The Board further agrees that in the event a request is made by a third party for such records, the Board shall promptly notify the employee and the association.
- I. The provisions of this article shall not prevent the Association from having access to any employment records reasonably related to its duties as the exclusive bargaining representative.



TEACHER ASSIGNMENTS

Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, and extra duties enumerated in Section 5.3 - Extra Curricular and summer school courses shall not be obligatory, but shall be with the consent of the teacher.

REDUCTIONS IN PERSONNEL, SENIORITY, AND RECALL

- A. No later than thirty (30) days following the ratification of this agreement, and by every October 15 thereafter the board shall prepare a seniority list. Seniority is defined as length of service within the local bargaining unit. All teachers shall be ranked on the list in the order of their effective date of employment. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected, will participate in a drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.
- B. The seniority list shall be published and posted conspicuously in all buildings of the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association. Objections to the seniority list shall be filed within ten (10) days. Thereafter, the list shall be final and conclusive.
- C. A teacher shall lose seniority rights if he/she retires, resigns, is discharged or if a laid off teacher refuses recall to an equivalent position at the time of layoff, within ten calendar days of the recall, or has not been recalled within three years.
- D. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any changes in address.
- E. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.
- F. All teachers subject to layoff shall receive full fringe benefits provided herein for the remainder of the contract year.

- G. A laid off teacher may continue his/her health, dental and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the board.
- H. During a period of impending layoffs, the Board may grant requests for voluntary leaves of absence to teachers who make such requests.

Section 2.4

### BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby declares, retains and reserves unto itself without limitation, all powers, right, 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 the 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 the use of teaching aids of every kind and nature;
  - 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, 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.
- B. The exercise of the foregoing powers, right, 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 hereof of this agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

**SECTION THREE  
TEACHING CONDITIONS**

Section 3.1

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibilities to give all reasonable support and assistance to teacher with respect to the maintenance of control and discipline in the classroom.
- B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class period until after consultation by the principal with the teacher.
- C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will reimburse the teacher for the cost of legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. Time lost by a teacher in connection with any civil action in this article shall not be charged against the teacher.
- E. The Board will reimburse teacher for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises not covered by insurance.
- F. The Board, in conjunction with the Association, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the Board to students, teachers and parents at the commencement of each school year.
- G. A written statement by the Board governing use of corporal punishment and disciplining of students shall be publicized to all teachers no later than the first week of each school year. A teacher may, at all times, use such force as is necessary to protect himself/herself, a fellow teacher or administrator, or a student from attack, physical abuse or injury.

WORK DAY AND WORK HOURS

- A. Employees shall be required to report to work not earlier than 7.45 a.m. and shall be permitted to leave work at 3.15 p.m. On days preceding holidays and vacations, teachers shall be permitted to leave when pupils are dismissed.
- B. The normal weekly teaching load in the junior and senior high schools will not exceed 30 teaching periods and five (5) unassigned preparation periods.
- C. The normal teaching load in the elementary schools shall not exceed 30 hours of regular student contact per week which will include 250 minutes per week of planning time.
- D. All bargaining unit members shall be entitled to a duty-free lunch uninterrupted lunch period of at least 35 minutes.

Nothing in this article shall require the Employer to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed to students due to the conditions above, bargaining unit members shall not be required to report for duty and shall suffer no loss of pay.

TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- C. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use.
- D. The Board agrees to make available adequate equipment and facilities to aid teacher in the preparation of instructional material.
- E. Notwithstanding their employment, teachers shall be entitled to full right of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, provided it does not adversely impact the district.

RESTRICTIVE ENVIRONMENT

- A. While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual disabled student should participate in regular education programs and services must be appropriate to that student's unique need determined by an individual educational planning committee (IEPC) on an individual basis.
  
- B. No member shall be required to perform medical, hygiene or other non-instructional procedures for students such as (but not limited to) suctioning, catheterization, diapering, or attending to any personal hygiene or medical need(s) or the student(s). When new situation arise, the Administration will advise the Association and teacher and meet to discuss problems and how they will be dealt with.

**SECTION FOUR  
LEAVES OF ABSENCE**

PROFESSIONAL, PERSONAL, AND ASSOCIATION LEAVE

- A. At the beginning of every school year each teacher shall be credited with one (1) day to be used for the teacher's professional business. Professional business days may be used for any educational purpose at the discretion of the teacher. The teacher planning to use a professional business day shall notify his/her principal at least one week in advance of his/her absence. Professional business days shall be used for the purpose of:
  - 1. Visitation to view other instructional techniques or programs.
  - 2. Conferences, workshops, or seminars conducted by colleges or universities.

The teacher may be requested to file a written report within one week of his/her attendance at such visitation, conference, workshop, or seminar.

- B. At the beginning of every school year, each teacher shall be credited with three (3) days to be used for the teacher's personal business. Only one unused personal day may be rolled over each year into a personal leave day bank. A maximum of ten (10) days may be accumulated in the personal leave day bank. No more than ten days may be used for personal business in a school year. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least one day in advance, except in cases of emergency. No personal leave requested for a school day immediately before or after a holiday or vacation period will be allowed unless there is an extreme emergency determined by the Superintendent. Up to five (5) days may be used consecutively with superintendent

approval. Personal leave days shall be available for the practice of individual religious preferences.

- C. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact-finding, shall be paid his/her full salary for such time.
- D. A teacher shall be released from regular duties without loss of pay at least one day each semester for the purpose of participating in area or regional meetings of the Michigan Education Association. The Association shall reimburse the district for the substitute and the employee's retirement.

Section 4.2

#### SABBATICAL LEAVE

- A. Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for teacher improvement of up to one (1) year. It is agreed that the teacher improvement includes, but is not limited to: attending college, university or other educational institution; travel which will improve the teacher's ability to teach, and serving as an officer in the Northern Michigan Education Association, the Michigan Education Association, or the National Education Association.
- B. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract, and shall be paid his/her insurance benefits; provided however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
- C. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rule and regulations established by the Michigan Public School Employees Retirement Board.
- D. While on sabbatical leave, seniority shall accrue. Upon returning from sabbatical leave, the teacher shall be restored to the same teaching position or to a position of like nature and be placed on the salary schedule as the teacher would have been if he/she taught in the district during the sabbatical period as required by law.

Section 4.3

#### UNPAID LEAVES

- A. Any teacher whose personal illness extends beyond the period compensated under Section 4.4 shall be granted a leave of absence without pay. Upon return from leave, a teacher may be assigned to the same position, if available, or a substantially equivalent position provided said teacher is mentally and/or physically capable of fulfilling the assignment.

- B. The Board will grant a leave of absence for children, without pay, to any regularly employed staff member, who has been employed one year or more. Such leaves of absence shall be for one full school year and may be renewed at the discretion of the Board.
- C. Any regular employee who may enlist or be conscripted into the defense forces of the United States for service or training shall be granted a military leave, without pay. He/she shall be reinstated in the school system with full credit for annual increments under the salary schedule upon a written request, supported by written proof of time in service and medical fitness that said candidate is fully qualified to perform the duties of said position. The application for reinstatement must be made within ninety (90) days from the date of release or discharge.
- D. Leave of absence without pay shall be granted upon application for the purposes of study, related to the teacher's licensed field; study to meet eligibility requirements for a license other than that held by the teacher, study research or special teaching assignment involving advantage to the school system.
- E. A teacher missing 75% or more of school calendar days for leave shall not advance on salary schedule.

Section 4.4

#### ILLNESS AND DISABILITY

- A. Each teacher will be granted ten (10) days per year accumulative to one hundred (100) days leave per year. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
  - 1. Personal Illness or Disability ~ The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery. If the illness or disability is for an extensive period of time, the Board may require a statement from the physician.
  - 2. Death in the Immediate Family ~ The teacher may take a maximum of four (4) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, grandparents, and similar step relatives and in-laws.
  - 3. Other Deaths ~ The teacher may take one (1) day per death to attend the funeral of any person upon agreement with the Superintendent.
  - 4. Medical or Nursing Care ~ The teacher may take three (3) days to make arrangements for medical or nursing care for a member of his/her immediate family. (See definition in #2 above).

5. Illness in the Immediate Family ~ The teacher may take a maximum of four (4) days per illness upon agreement with the Superintendent. Immediate family shall be defined as in #2 above.
  6. Other ~ Leave day(s) may be used for any other event as determined by the Superintendent to be an emergency.
- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.
  - C. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Workers' Compensation Act for the duration of such absence.
  - D. An employee, who leaves employment after twelve (12) years of employment in the district, including approved leaves of absence, shall be paid 40% of the substitute rate for all unused sick leave.
  - E. Teachers working half time shall receive prorated benefits. Teachers working 4/6<sup>th</sup> time or greater receives 100% of benefits under this Section. Time worked shall be instructional time.

## SECTION FIVE COMPENSATION AND BENEFITS

Section 5.1

### INSURANCE PROTECTION

A. Health Insurance:

The employer shall provide to the bargaining unit member, the MESSA PAK described below for a full twelve (12) month period for each year of this Agreement for the bargaining unit member and his/her eligible dependents as defined by MESSA up to the following for health insurance premium contributions:

Single subscriber	\$488.13 per month
Two-Person	\$1,020.83 per month
Full Family	\$1,331.27 per month

Any cost greater than the board's contribution, including premium costs, deductibles and tax assessments, shall be subject to payroll deduction. If the statutory cap is altered by operation of law, the district will contribute the altered statutory amount at the time of the medical benefit coverage year.



Bargaining unit members electing health insurance shall receive Plan A of the MESSA PAK which shall include the following benefits:

Plan A

- |                              |  |
|------------------------------|--|
| 1. MESSA Health Plan         | Choices 2 with \$5/10 Rx co-pay reimbursed by the Board to \$5/\$10 Rx co-pay<br>MESSA ABC 1 |
| 2. MESSA Life Insurance      | \$50,000   |
| 3. MESSA LTD Plan            | 66 2/3%: \$3,500   |
| 4. MESSA/Delta Dental Plan   | 90/70/70: \$1,500/70: \$3,000  |
| 5. MESSA/Vision Service Plan | VSP 3 Gold   |

Sponsored dependents shall be considered eligible dependents for Health Coverage only.

B. In Lieu of Health Insurance:

Bargaining unit members not electing health insurance shall receive Plan B of the MESSA PAK which shall include the following benefits:

Plan B

- |   |                  |
|---|------------------|
| 1. MESSA Life Insurance                           | Same as Plan A   |
| 2. MESSA LTD Plan                                 | Same as Plan A   |
| 3. MESSA/Delta Dental Plan                        | Same as Plan A   |
| 4. MESSA/Vision Service Plan                      | Same as Plan A   |
| 5. A cash amount equal in lieu of health benefits | \$525 per month. |

C. The employer shall adopt and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code.

The cash amount may be applied through a Salary Reduction Agreement by the bargaining unit member toward any tax-deferred annuity program currently in place with the employer.

D. Part-time teachers (those that teach 4/6 or less of a day) are entitled to one of the following benefits:

- 1). For those part-time teachers needing health insurance, the employee and the district will pay a proportionate amount of:

MESSA Choices 2

e.g. if employee works 3/6 of the day, employer pays 3/6 of the specified health contribution, employee pays 3/6.

The District will provide at no cost to the part-time employee:

MESSA/Delta Dental Plan – 90/70/70: \$1,500/70:\$3,000

MESSA/Vision Service Plan – VSP 3 Gold

MESSA Life Insurance - \$50,000  
MESSA LTD Plan – 66 2/3%: \$3,500

- 2). For those part-time teachers not needing health insurance, the employer will contribute toward a prorated cash option in lieu of health benefits.

The District will provide at no cost to the part-time employee:  
MESSA/Delta Dental Plan –90/70/70: \$1,500/70:\$3,000  
MESSA/Vision Service Plan – VSP 3 Gold  
MESSA Life Insurance - \$50,000  
MESSA LTD Plan – 66 2/3%: \$3,500

Section 5.2

### PROFESSIONAL COMPENSATION

- A. The salaries of teacher covered by this Agreement are set forth in Appendix B of this Agreement and are for 182 days of employment. Such salary shall remain in effect for the duration of this agreement.
- B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, during normal teaching hours of the contracted school year. For extra work the teacher shall be entitled to appropriate additional professional compensation.
1. Part-time employees will be paid on a pro-rated basis (e.g. 3 classes = 3/6 pay).
- C. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.
- D. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary, providing this pertains to local problems.
- E. Teachers shall be paid every two (2) weeks, in twenty-six (26) equal paychecks or twenty (20) equal paychecks at the discretion of the teacher.
- F. Upon successful completion of additional study courses, teachers will be reimbursed up to \$100 per semester hour of credit earned providing those credits are taken in that teacher's major or minor. Related courses may also be reimbursed if it is determined that they are of benefit to the district. Prior approval must be obtained from the superintendent. All other courses will be reimbursed up to \$35.00 per credit.
- G. Supervision of extra-curricular activities over instructional duties such as selling at games will be paid for at the rate of \$25.00 for each person per activity or \$40.00 for chaperoning student buses after the regular day.

EXTRA CURRICULAR

The following percentages are on the BA/BS base of the Salary Schedule.

**Varsity Coach: 9%**

Boys Basketball 9%  
Girls Basketball 9%  
Softball 9%  
Baseball 9%  
Volleyball 9%  
Cross Country 9%

**Junior Varsity Coach: 7%**

Boys Basketball 7%  
Girls Basketball 7%  
Volleyball 7%

**Junior High: 5%**

Boys Basketball 5%  
Girls Basketball 5%  
Volleyball 5%  
Student Council 2%  
Tech. Director 4%  
Noon Duty (H.S.) 5%  
Noon Duty (Elem) 5%  
NHS 3%  
Cheerleading 3%

**Extra Curricular**

Drama H.S. 3%  
Drama J.H. 2%  
Band 6%

**SECTION SIX  
MISCELLANEOUS PROVISIONS**

Section 6.1

MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teacher will be informed of a telephone number they may call before 7:30 a.m. to report unavailability. It shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of the Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed by the Board, or hereafter employed by the Board.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

DURATION OF AGREEMENT

A. This Agreement shall be effective as of December 1, 2014, and shall continue in effect for four (4) years until August 31, 2018, or until such time as agreement on a new contract has been reached.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

NORTHERN MICHIGAN EDUCATION ASSOCIATION, MEA/NEA

MACKINAW CITY PUBLIC SCHOOLS BOARD OF EDUCATION

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

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

By \_\_\_\_\_  
Uniserv Director

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

By \_\_\_\_\_  
NMEA Staff Liason

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

By \_\_\_\_\_  
Chief Spokesperson

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

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

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

By \_\_\_\_\_  
Negotiation Committee Member

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

By \_\_\_\_\_  
Negotiation Committee Member

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

RETIREMENT INCENTIVE

A. If a bargaining unit member is eligible for Michigan Public School Employees Retirement Fund and has completed 10 years of service, the Board shall upon employee request:

1. Pay employee an additional \$6,000.00 if employee retires at the conclusion of the first year in which employee becomes eligible. (With 10 years service).

## APPENDIX A – CALENDARS

APPENDIX B – SALARY SCHEDULE





Less 3% of Base

2014-2018	BA	BA+10 (200)	BA+18 (250)	MA (750)	MA+15 (400)	MA+30 (300)
0	36054	36254	36504	37254	37654	37954
1	37927	38127	38377	39127	39527	39827
2	39795	39995	40245	40995	41395	41695
3	41668	41868	42118	42868	43268	43568
4	43540	43740	43990	44740	45140	45440
5	45413	45613	45863	46613	47013	47313
6	47283	47483	47733	48483	48883	49183
7	49157	49357	49607	50357	50757	51057
8	51024	51224	51474	52224	52624	52924
9	52899	53099	53349	54099	54499	54799
10	54700	54900	55150	55900	56300	56600
11	56412	56612	56862	57612	58012	58312

