

**2009-2010 2010-2011**

**PROFESSIONAL AGREEMENT**

**BETWEEN THE**

**MANISTIQUE AREA SCHOOLS BOARD OF EDUCATION**

**AND THE**

**MANISTIQUE EDUCATION ASSOCIATION**

**AND THE**

**UPPER PENINSULA EDUCATION ASSOCIATION**

**AND THE**

**MICHIGAN EDUCATION ASSOCIATION**

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## INTRODUCTION

This Agreement, effective this 1<sup>st</sup> day of September, 2009 through August 31, 2011 by and between the Manistique Education Association (MEA), the Upper Peninsula Education Association, and the Michigan Education Association, hereinafter called the "Association", and the Manistique Area School District, in Schoolcraft County, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

## ARTICLE I – RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified teachers employed by the Board whether under written contract or on leave authorized by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude the Superintendent, Community School Director, High School Principal, Business Manager, Elementary Principal, Director of Services, Director of Grounds and Maintenance, Administrative Assistant, Shared Time Teachers (teachers and other non-supervisory professionals hired by the District and assigned exclusively to staff shared time programs operated by the District in non-public schools shall not be members of the Association's bargaining unit and shall be regarded as specifically excluded from the bargaining unit), and any other position engaged fifty percent of the time in the district administration and supervision of professional positions. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining and negotiating unit as above defined.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE II – ASSOCIATION AND TEACHERS RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his participation in collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or condition of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable Michigan State laws and regulations. The rights granted to teachers in the contract shall be deemed to be in addition to those provided by the Michigan and Federal Supreme Courts as applicable.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge. Use of buildings shall be consistent with the Board of Education policy on building use.

- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and the teacher's responsibility to the learner.
- E. The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and labor incidental to such use.
- F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the teacher mail boxes for communication to teachers, to the extent that such use does not violate federal postal regulations. The Association shall not be authorized to use the school postage meter.
- G. The Board agrees to furnish the Association, in response to written request, information which is pertinent to collective bargaining, mediation, fact finding, and the grievance procedure. Such information shall be limited to that which is normally kept by the school administration.

### **ARTICLE III – RIGHTS OF THE BOARD**

The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by state and federal laws, codes, and regulations, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of the Agreement and then only to the extent such specific and expressed terms hereof are in accordance with the Constitution and laws as amended by the State of Michigan, and the Constitution and laws of the United States.

The Manistique Area School District is a general powers school district in accordance with Public Act 289 of 1995, Public Act 451 of 1976, MCL 380.11a, as amended.

### **ARTICLE IV – PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign an authorization for deduction of Professional Dues in the Association which sum shall be in the amount duly adopted by the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the teacher, between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher for ten (10) consecutive pay periods. The Association will inform the Board, in writing, of the amount of deductions for each employee.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the professional dues of the Association, or

contribute a like amount to Bay Cliff Health Camp or the Manistique Area Schools Foundation, provided, however, that the teacher may authorize payroll deductions for such fee in the same manner as provided in the preceding paragraph A. In the event a bargaining unit member shall not pay such Representative Benefit Fee directly to the Association, Bay Cliff, or to the Scholarship Foundation, or authorize payment through payroll deductions, as provided in the preceding paragraph, the employer shall, pursuant to MCLA 408.477 MSA 17.277 (7) and at the request of the Association, deduct the Representative Benefit Fee from the bargaining unit member's wages and remit same to the Association.

- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon direction to the treasurer of the Association.
- D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Sections A through D of this Article of the Collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:
  - 1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.
  - 2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
  - 3. The Association has the right to choose the legal counsel to defend any suit or action.
  - 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

#### **ARTICLE V – TEACHING HOURS AND CLASS LOAD**

- A. Teachers will observe the following hours: 15 minutes before the teacher's first teaching assignment, and 15 minutes after the teacher's last teaching assignment. Classroom teachers shall be at their teaching stations 10 minutes before their first class period in the morning and 5 minutes before the class following the noon hour break. They shall remain at their teaching station 5 minutes after their last class of the day. Should the teacher's assignment extend beyond seventh period, the teacher's departure need not extend beyond 15 minutes, and may be reduced by mutual agreement of the secondary principal and approval of the Association. If additional instructional days or hours are necessary to meet Michigan annual hour requirements, such days or hours shall be added. The parties to this agreement shall meet and discuss the impact of additional days and/or hours.
- B. Exceptions to the above schedule may be made when mutually agreed upon by the teacher and the high school principal, or the teacher and the elementary supervisor or building principal. Teachers may be required to attend meetings called by the administration. One

meeting a month may extend beyond 3:15 p.m., but in no case will a meeting be held beyond 4:15 p.m. The above limitations do not apply when a teacher's attendance is required at an I.E.P.C. meeting, nor shall such I.E.P.C. meeting(s) count as the "one meeting per month" allowed in this section.

- C. The normal weekly teaching load in the middle and high school will be 25 teaching periods and 5 unassigned preparation periods or not to exceed 30 hours of pupil contact per week. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching load in the elementary schools shall not exceed 30 hours of pupil contact per week. Section C shall not apply to extracurricular activities or duties which are assumed voluntarily.
  - 1. If a teacher in the middle or high school shall teach more than the normal teaching load as set forth in the Article, he/she shall receive additional compensation at one-sixth (1/6) times his regular teaching salary per year. Assignment of more than five teaching periods shall be subject to the approval of the teacher involved.
  - 2. Any elementary teacher who is forced to forfeit his/her assigned relief period will be granted compensatory time equal to the lost time.
- D. All teachers shall be entitled to a duty-free, uninterrupted, 30-minute lunch period.
- E. Elementary teachers will be provided one fifteen minute relief period each day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. Every effort will be made to provide ninety-five (95) minutes of relief time per teacher per week.
- F. Itinerant teachers of music, art, physical education and reading shall be provided with relief and preparation time to the same extent as other teachers in the district. Special education teachers shall be provided relief and preparation time the same as other teachers in their building. Librarians, counselors, and other bargaining unit members whose positions are not primarily student instruction oriented shall not be provided with assigned preparation time.
- G. A teacher engaged during the school day in negotiating in 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.
- H. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, special needs students will be assigned in equitable numbers across general education grade and subject levels.

The Administration shall provide necessary professional development training to the teacher regarding the instruction and behavioral management of special needs students in the regular education classroom setting.

#### **ARTICLE VI – TEACHING CONDITIONS**

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current

periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board will confer with the staff from time to time for the purpose of improving the selection and use of such educational tools. The Board shall at all times keep the schools equipped and maintained.

- B. The Board shall provide in-service programs. The Association shall assist the Board in developing and implementing such in-service programs. Mandatory in-service training programs shall be held on days scheduled as working days in the school calendar. In-service days held on days other than those scheduled in the school calendar shall be voluntary, and teachers shall be paid at the maximum established rate for substitute teachers.
- C. The Board and the Administration mutually recognize the importance of continuous use of teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library and include therein texts which are reasonably requested by the teachers of the school.
- D. The Board agrees to make available one central area for duplicating facilities and clerical personnel to aid teachers in the preparation of instructional materials.
- E. The Board shall provide upon written request to the Director of Services:
  - 1. A separate desk for each teacher in the district with a lockable drawer space.
  - 2. Suitable space for each teacher to store coats, overshoes, and personal articles.
  - 3. Adequate chalkboard or whiteboard space in every classroom.
  - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
  - 5. A dictionary in every classroom.
  - 6. Adequate storage space in each classroom for instructional materials.
  - 7. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibilities.
  - 8. Each teacher shall be provided a key to his/her classroom.
  - 9. Maintenance of technology provided for instructional purposes.
- F. To relieve teachers of clerical, cafeteria, patrol, bus and hall duty, the Board agrees to engage personnel in the high school and in each junior high school and elementary school as requested by the principal subject to the approval of the superintendent.
- G. Personnel will handle patrol duties, inventorying of supplies and equipment, duplication of teaching materials, operation of audio-visual equipment, collection of monies for milk and lunch, and assist with study halls, and similar non-professional responsibilities.



- H. The Board shall make available in each school, restrooms and lavatory facilities for teachers' use and at least one room, appropriately furnished, which shall be for use as a faculty lounge.
- I. Telephone facilities shall be made available to teachers for their reasonable use.
- J. Adequate off-street parking facilities shall be made available to teachers and shall be so identified at the high school.
- K. Under no conditions shall a teacher be required to drive a school bus as part of a regular assignment.
- L. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, as determined by qualified experts.
- M. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teachers is to teach and the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.
- N. The Board and/or its representative agrees to meet upon request of the Association with representatives of the Association concerning relief from oversized classes and overcrowded conditions with the understanding that all reasonable means shall be implemented by the Board to secure this end. A teacher, believing that his/her teaching assignment includes a class (or classes) that is oversized and/or overcrowded, shall have the right to submit a written request to their immediate administrator, asking to have the condition remedied. The request shall include the reasons the teacher believes the overload exists. If the administrator disagrees or is unable to remedy the situation to the satisfaction of the teacher, the matter shall be referred to a panel made up of the administrator, the superintendent or his designee, the teacher, and a representative of the Association. If appropriate, the panel can also include a department chairperson. The panel will attempt to remedy the situation, if possible, given the existing budgetary, physical plant, curricular, and other constraints.

**ARTICLE VII – DEPARTMENT OR GRADE SUBDIVISION CHAIRPERSONS**

- A. Middle and high school teachers may be subdivided into the following departments:

- Mathematics – Computers
- Science
- Special Education – Library
- Social Studies – Counseling
- English – Reading – Foreign Language
- Business – Fine Arts – Industrial Arts – Home Economics – Physical Education

- B. To better serve the needs of the students of the Manistique Area Schools, the department breakdowns are not rigidly fixed and may be modified by mutual agreement of the Association and the superintendent.

- C. Individuals desiring to apply for department chair at the secondary level should submit their names, in writing, to the superintendent. Final selection will be made by the superintendent. In order to promote greater staff understanding of departmental needs, department chair positions may be rotated after a minimum of two years among interested, qualified teachers within their respective departments.
- D. The above structure is not intended to cancel areas of professional cooperation now in existence.

**ARTICLE VIII – PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. Teachers employed by the Board for regular teaching assignments shall meet the legal standards for teachers in the State of Michigan.
- B. Since students are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except with good cause and with the mutual consent of the teacher and superintendent, outside the scope of their teaching certificate or their major field or minor field of study.

The parties acknowledge the legal and professional obligations of the school district to comply with the provisions of the No Child Left Behind (NCLB) Act of 2001, 20USC 6301 et seq., and the regulations promulgated thereunder, including adequate yearly progress and highly qualified teachers, and, accordingly, agree that nothing in this collective bargaining agreement shall be applied or construed, directly or indirectly, or in any manner interfere with or prohibit the school district from fully complying with the definition, standards, and requirements of the NCLB Act.

The Board and the Association agree that the definition of Qualified is that the employee will be in compliance with the present State and Federal Laws in regard to Qualifications as specified and that this definition applies to all Articles in this Agreement regarding Assignments.

- C. All teachers shall be given written notice of their basic teaching assignment for the forthcoming year prior to the 1<sup>st</sup> day of August unless an emergency situation requires a change and the Association shall be so notified in each instance. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted when possible. Every teacher shall be responsible for leaving a forwarding address with the superintendent or his/her designated representative by the last day of school.
- D. Assignments by the superintendent made in addition to the normal teaching schedule during the regular school year, including extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher.

**ARTICLE IX – VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Requests by a teacher for a transfer to a different class, building or position shall be made in writing annually, on forms furnished by the Board (**appendix G**), a copy of which shall

be filed with the superintendent, one copy in the teacher's file, and upon request of the teacher, one copy filed with the Association. The application shall set forth the reasons for transfer, the school position sought and the applicant's academic qualifications. Such requests shall be reviewed once each year to assure active consideration by the superintendent or his/her designated representative.

- B. Transfer and changes of assignment are sometimes necessary and even beneficial. Such changes in assignment and necessary transfers shall not be made arbitrarily, capriciously, or without good cause. If transfers or changes of assignment are made, the superintendent shall notify the affected teacher, the building principal, and the Association of the reasons for such transfer. This does not apply to the extracurricular schedule.
- C. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. Such a vacancy may be filled on a temporary basis until the end of the current school year, at which time the position will be considered vacant.
- D. Whenever a vacancy arises, the superintendent shall promptly notify the Association president and shall cause written notices of the same to be forwarded to the teachers. Such notification shall be from no less than two weeks before the position is filled on a permanent basis. Vacancies shall be filled only by those who are certified-qualified and able to perform the assignment at the start of the assignment, for the position. The second determining factor shall be length of service in the district. Other relevant factors will also be considered. Any new positions, including supervisory positions, shall be posted with the accompanying job description and an applicant with less service in the district shall not be awarded such position unless his qualifications are superior.
- E. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed.
  - 1. A teacher's request for transfer may be made at anytime during the year. In the event of a vacancy, transfer request will then be considered.
  - 2. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the superintendent and notified of the vacancy.
  - 3. The teachers will be notified by certified mail and shall have the responsibility of contacting the superintendent indicating their interest in said position with two weeks of notification.
- F. All extra-duty positions shall be posted to bargaining unit members when the positions become vacant. Qualified bargaining unit members who apply for vacant extra-duty positions will be given hiring preference over other applicants. Extra-duty positions held by non-bargaining unit members may be posted annually at the discretion of the administration. All extra-duty position appointments are made contingent upon the activity being sponsored by the district. If any activity is cancelled or not scheduled for any reason, then the employee will be paid on a pro rata basis for his or her services.

## **ARTICLE X – ILLNESS, DEATH, DISABILITY AND ABSENCE**

- A. At the beginning of each school year, each full-time employee shall be credited with twelve (12) days of sick leave, the unused portion of which shall accumulate from year to year up to 130 days. Employees who accrue 130 days of sick leave will be paid at the daily rate for one-half of their unused yearly sick leave days at the end of the fiscal year the 130 day total was reached, and each year thereafter as long as the 130 day total is maintained. Sick leave for part-time teachers or other professional personnel under contract who are members of the bargaining unit shall be prorated at the rate of one (1) day for each fifteen (15) days contracted. Should the probationary teacher's utilization of sick leave exceed service to the district, the teacher will reimburse the district for such cost. The leave days may be taken for the following reasons and subject to the following conditions:
1. Personal Illness or Disability – The employee may use all or any portion of his/her leave to recover from his/her own illness or disability, including disability associated with pregnancy and childbirth.
  2. Employees admitted to the hospital for disability and/or treatment, other than initial testing, shall submit a written statement from the attending physician attesting to the employee's ability to return to regular employment. Obtaining of said medical release to return to work is the responsibility of the employee. Said statement must be submitted to the superintendent or his designee at least forty eight (48) hours before the employee's scheduled return.
  3. The employee may use a maximum of five (5) days per year for an illness in his immediate family (see 5 below for definition of immediate family) and/or one day to make arrangements for necessary medical or nursing care.
  4. A maximum of five (5) days per school year shall be allowed for a critical illness in the immediate family. (See 5 below for the definition of immediate family.)
  5. Death in the Immediate Family – The employee may take a maximum of ten (10) days per school year. Immediate family shall be interpreted as spouse, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law, and grandparents.
  6. All employees in the bargaining unit shall receive annual notice of accumulated sick leave credit in June routinely.
  7. Proof of illness may be required upon request of the superintendent.
  8. A teacher who intends to be absent should call the principal the day before the absence or between 7:00 a.m. and 7:30 a.m. on the morning thereof. Calls can also be made to the Central Office to the Elementary Office Coordinator. When pregnancy absence is contemplated, the superintendent or principal should be notified as far in advance as possible.

9. A teacher who is absent from work shall give notice of his/her intent to report for duty, otherwise the substitute will remain on duty and the teacher will be charged for the day.
  10. A teacher may attend a funeral of a close friend. Attendance is limited to one (1) day and is deductible from sick leave.
- B. Employee tardiness caused by inclement weather making transportation extremely hazardous will not be treated as a deduction if a teacher reports in during the session (a.m. or p.m.). If a half day or total day is missed, this will be treated as a deduction using the daily pay rate. Employees shall notify the appropriate authority when absence or tardiness due to severe road conditions prevent them from reporting for services.
- C. Leaves of absence with pay not chargeable against the teacher's sick leave shall be granted for the following reasons:
1. Absence when a teacher is called for jury duty. If wages are paid for the jury service, the amount paid shall be remitted to the District.
  2. Court appearance in any case when a teacher is subpoenaed to attend any proceedings.
  3. Visitation approved by the superintendent or Board to other schools or for attending educational conferences or conventions.
  4. Governmental duties – If wages are paid for governmental duties, the amount up to the substitute's wages shall be deducted from the teacher's salary.
  5. When a teacher is absent from work because of mumps, scarlet fever, measles, chicken pox, conjunctivitis (Pink Eye), or scabies/lice.
- D. Leaves of absence without pay – Any teacher whose personal illness extends beyond his/her accrued sick leave shall be granted a leave of absence without pay for such time as it is necessary for complete recovery from such illness or pregnancy, provided that the leave of absence doesn't extend beyond August 1 of the current school year. Upon return from leave, the teacher shall be assigned to the same position, if it is available, and if the teacher is certified-qualified and able to perform the assignment at the start of the assignment for that position.
- E. All members of the bargaining unit of Manistique Area Schools are covered under the Workers' Compensation Act. Each accident resulting in injury shall be reported to the superintendent, director of services, or the building principal immediately.
- F. Manistique Area Schools will pay to any member of this bargaining unit 100 percent of his/her regular salary for the first 30 days of absence due to a job related injury. Additional days of absence resulting from the same injury shall be paid at the rate of 80 percent of his/her regular salary. If the teacher's claim is disallowed by the administrator of the district's worker compensation program, the days paid shall be deducted from accumulated and future sick leave time, if necessary. Such payment shall not exceed 180 school days, with no subtraction of sick leave.

Such injured employee shall apply for Workers' Compensation benefits when eligible (8<sup>th</sup> day of disability) and shall sign and deliver to the school all checks that he/she receives from the agency paying such claims.

Manistique Area Schools will guarantee that the above method of payment will not result in reduction of net income, providing the injured individual records the income shown as sick pay on his/her annual income tax return.

#### **ARTICLE XI – PERSONAL AND ASSOCIATION LEAVE**

- A. Personal Day. Each teacher will be granted three (3) personal days accumulative to a maximum of five, with said days to be taken at the discretion of the teacher. Unused personal days beyond the five allowed will accumulate as sick days at the end of the school year. The teacher will give written notice to the superintendent at least seventy-two (72) hours (absent emergency circumstances) in advance. It is understood that such leave is not to be taken on the first or last day of the school year, or on parent-teacher conference days. When such leave days are requested on the first or last day preceding or following any scheduled break during the school year, only the first four (4) teachers applying shall be granted a personal day. The number of teachers on personal leave in the middle school/high school may not exceed three (3) on the same day.
- B. Teachers rendering services other than to the Manistique Area Schools shall be considered on a day's leave without pay.
- C. Association Days. At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers, or officers or agents of the Association. The agents of the Association are appointed by the Association president. A copy of the appointees shall be made available to the superintendent no later than the second Friday after school commences. Use of Association days shall be at the discretion of the Association. The Association agrees to notify the superintendent, in writing, no less than forty-eight (48) hours in advance of taking such leave. The Board will assume the expense of the substitute salary for the ten (10) Association days taken.
- D. Banked Sub Time. A teacher may be used as a substitute teacher. In the event that a teacher does substitute for another, all or part of the time may be turned in for payment at the Teacher's Extra Duty rate, or allowed to accrue as sick leave time, with six such hours equaling one day of sick leave. All or part of the time may be accumulated and used as a personal day (6 hours = 1 day). Such personal days shall be used in accordance with Section A of this Article, with the following exceptions:
  - 1. Banked sub time may not be used after May 15 of the current school year as a personal day; and
  - 2. Accumulated time up to a maximum of twelve (12) hours may be transferred to the first semester of the following school year. Transferred, accumulated time must be used in the first semester of the following school year.

## ARTICLE XII – SABBATICAL LEAVE

- A. Teachers who have been employed for seven (7) consecutive years in the Manistique Area School District may be granted a sabbatical leave by the Board for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to attending a college, university, or other educational institution.
- B. To qualify for such sabbatical leave, a teacher must hold a valid Michigan teaching certificate.
- C. 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 one-half (1/2) his/her annual salary, plus one-half (1/2) his/her health insurance and one-half (1/2) his/her dental and vision insurance. The Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
- D. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.
- E. A teacher returning from sabbatical leave shall be restored to his/her teaching position or to a position of like nature, seniority, status, pay provided the employee remains eligible for such placement as determined by state regulations and existing policies.
- F. A teacher shall be required to return to the district for a period of not less than one year, unless released by the Board.

## ARTICLE XIII – UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries, foreign or military teaching programs, the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs, or a cultural travel or work program related to his professional responsibilities provided said teacher states his/her intention to return to the school system.
- B. A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities.
- C. Following the birth or adoption of a child, a teacher shall be entitled to unpaid child care leave, subject to the following provisions:
  - 1. The teacher must request, in writing, a leave of absence at least twenty (20) calendar days prior to the expected date for such leave.

2. The initial leave period may be for the duration of the semester when the leave commences (if during a semester), plus two consecutive semesters. A leave period is considered to be one semester.
  3. Upon returning from child care leave, the teacher shall be given the same, like, or similar position to which her/his qualifications and seniority would entitle her/him.
  4. Any teacher adopting a child and wishing to utilize these provisions shall give notice as soon as possible as to when such leave is desired.
  5. For seniority and salary schedule purposes, the teacher shall be given credit for a full semester during which time said leave commences, if during a semester.
  6. Continuation of insurance benefits will be provided to August 31 of the school year as provided in Paragraph C, Article XXIII, if the unpaid child care leave begins during the second semester; otherwise, such benefits shall be provided on a pro rata share of the insurance year, based on the percentage of the year worked.
  7. The teacher shall retain the unused sick leave accumulation as held at the start of the leave of absence (unless all of the sick leave is used during the maternity leave).
- D. A military leave of absence shall be granted to any teacher who shall be inducted, enlist, or volunteer for military duty in any branch of the armed forces of the United States. A leave of absence shall not be extended beyond one enlistment, draft, or voluntary period of service.
- E. A leave of absence shall be granted for requests which involve education, civic, or family obligations or responsibilities.
- F. A teacher on unpaid leave of absence is subject to layoff in accordance with his/her seniority and certification. Unpaid leave time is not a part of experience on the salary schedule or towards seniority in a layoff situation. A leave of absence does not count in compiling years accruing to tenure.

Upon return from such leave, in the event that the Board of Education deems it necessary, a physical examination by a physician may be required and paid for by the teacher to determine said teacher's ability to perform his/her duties satisfactorily. Said teacher may, at his/her own expense, submit to the Board, the findings of another physician to determine said teacher's ability to perform his/her duties satisfactorily.

- G. An employee, after having used all available personal leave days, upon advance notice and when a substitute teacher is available, may take a maximum of five (5) days without pay from his/her contracted calendar. These days are not accumulative nor are they subtracted from illness days.

#### **ARTICLE XIV – ACADEMIC FREEDOM**

- A. Notwithstanding their employment, Teachers shall be entitled to full rights of citizenship. They must be free to teach according to generally accepted methods and procedures. The



teacher may not infringe upon the freedom of those he/she services. Proselytism has no place in a public school. Opinion should be stated as such and theory for what it is.

- B. A teacher shall be entitled to review the file of any student he/she is currently teaching. A teacher shall be entitled to review the transcript of any student he or she has previously taught.
- C. In the event that a grade issued by a teacher is challenged, it shall not be changed unless the teacher concurs; if the teacher does not concur:
  - 1. A review panel consisting of three teachers selected by the Association, a Board of Education member, and the Principal or the Principal's designee will make the decision on the grade change.
  - 2. The teacher may appeal the panel's decision within five (5) days to the superintendent, whose decision shall be final.

#### **ARTICLE XV – TEACHER EVALUATION AND PROGRESS**

- A. Evaluation shall be conducted in accordance with the requirements of the Teacher Tenure Act. The purpose of evaluation is to determine the extent to which a bargaining unit member is performing his/her professional duties. Each teacher shall also complete a self-evaluation, using the same form, each time an administrative evaluation is conducted. A personal interview shall be held within ten (10) school days of the observation, and both evaluations shall be available at this time. The written evaluations shall be placed in the teacher's file within fifteen (15) school days of the observation with an administrative copy to be furnished to the subject teacher. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she shall put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.
- B. Evaluation shall be conducted only by school administrators holding a valid teaching certificate, or other personnel agreed upon by the administration and the Association. However, an administrator shall not be precluded by any provision contained herein from informally documenting and evaluating the performance or behavior of any teacher. Each observation for the purposes of evaluation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- C. An evaluation cycle shall be defined as: 1) Monitoring work site performance; 2) Classroom observation(s); 3) Post observation conference(s); and 4) A written evaluation.

Should the evaluation demonstrate that an employee has any area(s) that need(s) improvement, the evaluator shall develop a plan of improvement which:

- 1. Identifies specifically the area(s) that need(s) improvement.
- 2. Provides the employee with specific, appropriate recommendations for improvement.

3. Develops a fair and workable time line for such improvement. This time line shall include follow-up visit(s) to evaluate the area(s) of concern.
- D. No later than sixty (60) days before the end of each individual teacher's probationary year, the final written evaluation report, including the recommendation as to whether the teacher shall be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the Administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent.
  - E. Each teacher shall have the right, upon request, and in accordance with MCLA 423.503, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in his/her review. Each teacher's personnel file shall contain the following minimum items of information:
    - All teacher evaluation reports
    - Copies of annual contracts
    - Teacher certificate
    - A transcript of academic records
    - Tenure recommendations

Failure of a teacher to supply required medical information, a teacher certificate, and a transcript of academic records shall be grounds for withholding pay.
  - F. No material shall be placed in a teacher's personnel file without the teacher's knowledge of it. Any materials of an adverse or critical nature shall be signed by the teacher; such signature shall not denote agreement with the material, only awareness of it. The teacher shall have thirty (30) calendar days to attach a rebuttal, explanation, or comment to any such materials to be included in the file. Such rebuttal, explanation, or comment shall be subject to the restrictions contained in MCLA 423.505 (Section 5 of the Bullard-Plawecki Employee Right to Know Act, Michigan Public Act 397 of 1978).
  - G. For the term of this Agreement, a guide to teacher evaluation and a teacher evaluation sheet shall be set forth in Appendix D, which is a part of this Contract.
  - H. The Manistique Area Schools' surveillance monitors will be strictly prohibited as a unit of evaluation of members.
  - I.
    1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code.
    2. Each teacher in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

3. A Mentor Teacher shall be assigned in accordance with the following:
    - a. Participation of bargaining unit members as a Mentor Teacher shall be voluntary.
    - b. Every effort will be made to match the teacher with a Mentor Teacher who works in the same building.
    - c. Teachers may be assigned to one (1) or more Mentor Teachers. Where possible, at least one (1) shall be a member of the bargaining unit.
  4. The purpose of the mentor/teacher match is to acclimate the teacher and to provide necessary assistance toward the end of quality instruction. The Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in any evaluation.
- J. Evaluations shall not be conducted during the first fifteen (15) or last fifteen (15) days of the school year, nor the day prior to or preceding a scheduled school break.

#### **ARTICLE XVI – PROFESSIONAL BEHAVIOR**

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the Term thereto 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. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
- D. A teacher shall at all times be entitled to have present a member of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present unless representation of the association is not readily available, then the Board retains the right to place the teacher immediately on Administrative Leave on any offense that the Board or its designees determines warrants such action. The Board's designee and the association shall meet within two working days to discuss the charge(s) and the pending measures the Board or its designees are considering to take on the pending charges.

- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation, or advantage, including adverse evaluation of a tenured teacher's performance asserted by the Board or representative thereof, but excluding the Board's decision not to grant tenure to, or not to renew the contract of, or to extend the probationary period of a probationary teacher, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher.
- F. Sexual harassment against bargaining unit members will not be tolerated in the district's employment practices. For the purposes of the Article, sexual harassment refers to behavior which is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale, and that therefore interferes with the victim's work effectiveness. The district assures employees that all complaints will be handled confidentially, and investigated without delay. In no event shall the district permit or engage in retaliation of any kind against any employee who initiates a complaint.

#### **ARTICLE XVII – PROFESSIONAL IMPROVEMENT**

- A. The parties support the principles of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advance degrees or special studies, and participation in community educational projects.
- B. The teacher shall be reimbursed by the Board of Education for any or all expenses incurred by the teacher for extra educational preparation as requested by the Board.
- C. Professional growth is a joint responsibility of the individual teacher, the Association, and the Board of Education. Professional conferences and other growth experiences may be provided by the Board of Education by allowing teachers to participate without loss of pay or sick leave upon approval of the superintendent.
- D. A record of days taken for conference attendance will be kept by the school secretary. A summary report of all conference days used by the staff will be presented to the Association and to the Board at the close of each school year.
- E. The reasonable expense of travel and lodging for conference attendance on assignment relating to school business shall be paid by the school district. The allowance will be as set forth in Appendix F. The expense to other than assigned conferences is the responsibility of the person attending the conference.
- F. 1. For the purpose of professional advancement, upon prior approval of the superintendent, a teacher will be entitled to reimbursement for tuition expenses for classes pertaining to the education profession. Prior-approved graduate and undergraduate courses are eligible for reimbursement. To qualify for reimbursement, the teacher must possess an appropriate Michigan teaching certificate and tenure in the school district. Reimbursement requests for such courses must be made in writing to the superintendent stating the amount

requested, exact title and name of course(s), university or college, and beginning date. Payment for approved courses shall be made upon proof of satisfactory completion.

2. Tuition reimbursement will be on the following schedule: Graduate hours #1-18 needed to maintain certification will be reimbursed 100% of the tuition cost (maximum of \$250 per credit hour). Beginning with graduate hour #19 needed to maintain certification; the reimbursement rate will be 50% of the tuition cost (maximum of \$250 per credit hour). Teachers reimbursed under this provision must teach an additional two (2) years in the Manistique Area Public Schools or repay this reimbursement to the District upon termination. If after one (1) year following termination the teacher has failed to give 100% reimbursement to the school district, the Manistique Education Association hereby agrees to pay the district 50% of the unpaid balance. Teachers hired after July 1, 2005 are not eligible to receive tuition reimbursement.
- G. A teacher with a valid teaching certificate and tenure in the school system will qualify for professional advancement funds when additional state certification and/or qualification standards are required as established by the State Department of Education.

#### **ARTICLE XVIII – MAINTENANCE OF STANDARDS**

- A. The duties of a teacher or the responsibilities of any position in the bargaining unit will not be substantially increased.

#### **ARTICLE XIX – REDUCTIONS IN PERSONNEL AND ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT**

- A. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such consolidated district.
- B. No teacher shall be discharged or laid off pursuant to necessary reduction in personnel unless there is substantial decrease in students enrolled in the school district or there is a substantial lack of revenue of the school district.
- C. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of said discharge or layoff at least sixty (60) days prior to September 1<sup>st</sup> of the ensuing school year, or sixty (60) days prior to the beginning of school if school begins before September 1<sup>st</sup>. No teacher shall be discharged or laid off for any school year or portion thereof if said teacher shall have contracted, on an individual basis, to teach for said year or portion thereof.
- D. In the event that a reduction of personnel, as heretofore defined shall become necessary, the Board shall first retain those teachers possessing appropriate current certification-qualifications and able to perform the remaining work at the start of the assignment with the longest period of continuous service in the school district in those areas or disciplines to be preserved. If two or more teachers possess equal certification-qualifications and are

able to perform the work at the start of the assignment, the teacher with the greatest seniority will have preference. It is expressly understood between the parties that application of this Section shall not force the transfer of teachers between grades K-6 and grades 9-12, or between special education and general education.

The Board and the Association agree that the definition of Qualified is that the employee will be in compliance with the present State and Federal Laws in regard to Qualifications as specified and that this definition applies to all Articles in this Agreement regarding Transfers, Reduction in Personnel, Layoff and Recall.

- E. In the event of layoff, the Board will make every effort to insure that separated personnel may be placed in other teaching situations.
- F. In the event of layoff, the Board will institute a recall procedure, which when implemented, will insure teachers that they will be recalled in reverse order of layoff when a vacancy occurs for which the teacher is certified-qualified and able to perform the remaining work at the start of the assignment, for the available assignment. The recall rights of any laid off probationary teacher shall terminate when the length of layoff exceeds the teacher's seniority in the district.
- G. Seniority begins the first working day in the school district and is based upon continuous service in the school district as a teacher under contract. A teacher working less than a normal teaching schedule shall accrue seniority on a pro rata basis of the hours he/she works compared to the normal teaching schedule.

A teacher on unpaid leave of absence shall not receive seniority for the year of leave; however, he or she shall retain all past accumulated seniority.

- H. A seniority list consistent with this Agreement shall be prepared by the Employer within thirty (30) days of the ratification of this Agreement. The seniority list shall be in rank order of the bargaining unit members' seniority as set forth in the preceding section. In the event more than one individual has the same seniority, the relative place of such persons on the seniority list with respect to seniority will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The President of the Association or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing.
- I. Administrators shall not accrue seniority in the bargaining unit. If a bargaining unit member is promoted to an administrative position, he/she shall retain the seniority in the bargaining unit held prior to the promotion upon return to the bargaining unit, provided his/her employment in the district has been continuous.

## **ARTICLE XX – CONTINUITY OF OPERATIONS**

- A. During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include, but are not limited to: slowdowns, stoppages of any kind, sit-ins, “blue flu”, or any type of interference of any kind whatsoever with operations at any of the facilities, singularly or jointly, of the Employer, picketing during working hours, and/or any of the conduct considered to be on strike as contained in MCLA 423.206 (Section 6 of the Public Employment Relations Act, Michigan Public Act 336 of 1947 as amended).
- B. In the event of any action in violation of this Agreement, the Association will post notices as soon as possible at any or all schools affected, and use all available news media, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association. The Association shall further advise any and all teachers involved, that such teachers are in violation of the Agreement and that all teachers involved should return forthwith to their regular duties. The Association shall further be expected to take any and all other action reasonable within its power to bring the activity to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under the Agreement, it shall not be liable in any way for such activities.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise presented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

When school is canceled due to conditions not within the control of school authorities, such as storms, fires, or health conditions, it is agreed that the teachers shall be excused from reporting to duty without loss of pay. Such days that must be rescheduled in order for the district to qualify for full state aid, however, shall be rescheduled to be worked without additional compensation.

- D. Should a closing because of conditions not within the control of the Board require the scheduling of additional hours of student instruction to meet the annual hourly requirement of the State of Michigan, such additional time will be rescheduled following consultation with the Association.

## **ARTICLE XXI – SCHOOL CALENDAR**

The school calendar shall be set forth in Appendix E and subsequent years’ calendars will be negotiated by April 1.

## **ARTICLE XXII – PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

- B. All new teachers may be given full credit on the salary schedule (Appendix A) for prior teaching experience.
- C. The first pay period shall be based upon the rotating pay schedule of the school district as previously established. Teachers shall be paid every second Friday thereafter. Teachers shall have the following pay options:
  - 1. 26 equal pay periods (consisting of regular pays during the school year, plus the remaining checks to be paid upon completion of all contracted duties).
  - 2. 26 equal pay periods (paid throughout the summer).
  - 3. An equal number of pay periods during the school year, the last check to be paid upon completion of all contracted duties.
- D. Mandatory payroll deductions include Federal Income Tax, Social Security, Michigan State Income Tax and M.I.P. MESSA Insurance changes can only be made during the month of Manistique Area Schools' open enrollment period. All other miscellaneous deductions, including, but not limited to annuities 403(b), life insurance, savings, may be changed only by written request submitted to the payroll office at least two weeks prior to the effective date of the change. At least three employees must request a new vendor before the Board will authorize payments to be made to such company through the payroll deduction process. These deductions are made from all money due a teacher from the Board of Education for his/her services.
- E. Teachers shall not receive compensation on a private basis for tutoring pupils who are members of the class of that teacher. Exceptions may be made by the superintendent of schools.
- F. Teachers involved in VOLUNTARY extra duty assignments as set forth in Appendix B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement.
- G. Teachers required in the course of their work to drive personal automobiles from one school building to another or on authorized school business shall receive a car allowance equal to the current IRS mileage reimbursement rate.
- H. A teacher's daily pay rate is equal to one one-hundred-eighty-fifths (1/185) of the teacher's equated full year salary based on the salary schedule in Appendix A. Daily rate divided by 6 = hourly rate.
- I. Certified teachers under contract employed on a part-time basis who are not classified as substitute teachers shall be paid the pro rated amount on the salary schedule.
- J. Advancement on the Salary Schedule –
  - 1. Any advancement on the salary schedule steps shall occur at the beginning of the contract year.



2. Teachers who are contracted for nine or more months, full-time, in the school year, will be given credit for one year on the salary schedule. Persons who are employed for a period of eleven months, full-time, must serve for a period of eleven months for a full year of credit.

Teachers who are contracted part-time, ninety (90) days, six (6) hours per day, will be given credit for one-half (1/2) year on the salary schedule.

3. Credit will be given for all years of experience approved by the Manistique Area Schools.
  4. Credit will be given for service outside the school system to the extent that such credit is allowed on initial employment.
  5. The determination for a salary credit for a change in certification status will be made when proof that requirements for such certification have been met is received by the school superintendent. The salary will be made retroactive to the last day when all requirements for the change in certification status have been completed.
  6. M.A. Differential – In order to qualify for the M.A. Differential, the degree must be from a program accredited by N.C.A. or another like regional accreditation agency, and must be in a concentration related to the education profession.
  7. As an alternative to advancing by earning an M.A. Degree, advancement to the M.A. Differential will occur for undergraduate and graduate credits pre-approved by the Superintendent under this subsection at the following rates: 36 credits = M.A.; 51 credits = M.A.+15; 66 credits = M.A.+30. Up to a maximum of 16 credits may be awarded retroactively at the discretion of the Superintendent. The form on Appendix G shall be used for this subsection.
- K. Upon qualifying for retirement, and after a minimum of ten years of service in this school district, 50 percent of the accumulated sick leave or \$300.00, whichever is greater, will be paid to the employee as a retirement bonus. In the event of death before retirement, but after the minimum ten year period, the employee's beneficiary is entitled to receive the benefit. Retirement bonus days are paid on the basis of the daily pay rate.
- L. Certified teachers under contract as secondary instructors, upon request by the high school principal, may volunteer to substitute in the junior-senior high school on a per period basis. Reimbursement will be at the hourly rate listed in Appendix B for Teacher's Extra Duty instructors. Certified teachers have the option of receiving reimbursement as listed above or accumulating hours of substitution and utilizing accumulated substitute hours as additional accrued sick leave time or a personal day. Six hours of accumulated substitute service would equal one (1) personal day or sick leave day. The accumulated personal day will be administered as set forth in Article XI, Section A. Elementary or secondary teachers who volunteer to supervise students on overnight "camp experiences" at the request of an administrator also shall be entitled to accrue leave time in accordance with this section, with each night of overnight supervision equaling one day of leave accrued. This does not apply to extracurricular activities.

## ARTICLE XXIII – HEALTH COVERAGE

The Board agrees to furnish to all teachers the following coverage as provided below upon receipt of completed, approved application forms:

- A. The Board will provide without cost to the teacher, subject to the limitations provided in this Article, health care protection for a full twelve month period for the employee's entire family as specified below. The Board will request bids for identical benefits and services to responsible carriers in the health coverage field. MESSA will be included among those allowed to bid. The group health plan approved for the Manistique Area Schools shall include the benefits described below.

Results of such bids and full detail shall be made known to the Association and no final action will be taken to sever the present carrier until the parties are satisfied that the new contract that is accepted meets the benefit and service specifications as agreed to herein. The minimum hospitalization, medical, dental, vision, and life insurance benefits to be provided in accordance with this Article shall be comparable to those provided by the plans listed below as of September 1, 2005, the benefit provisions of which shall be included in this Agreement.

Recommendations of the Michigan Insurance Commission will be used as a guide to benefits, service and carrier reliability for those carriers it regulates. If the Association members wish to remain with the current carrier, if available, even though premium cost is higher for the same benefits, the members of the Association will assume whatever higher premium is reflected by the bids. The effective date for insurance carrier termination will be on December 31 of each contract year. The effective date for designation of the insurance carrier will be January 1 of each contract year.

- B. The Board will maintain the Health, Dental, Vision, and Life Plans with options contained in the MESSA Pac for all **two (2)** years of the Agreement without any cost to the member. Teachers hired after July 1, 2005 will pay \$75.00 per month toward their health insurance premium.

Subject to the limitations contained in this Article, bargaining unit members may select either Plan A or Plan B as follows:

### Plan A

MESSA Choices II – By October 1, 2009  
\$10/\$20-RX  
\$200-\$400 In-Network Deductible  
(The \$200-\$400 In-Network Deductible  
will be reimbursed back to the \$100-\$200  
level for the 2009-2010 year.)

For the 2010-2011 contract year  
the \$10.00 Office Visit deductible  
will be added.

### Plan B

Delta Dental 100/90/90

Delta Dental 80/80/80  
 \$1,500 Ortho Rider  
 VSP 3 Plus  
 \$25,000 Term Life w/AD&D  
 \$2,000 Dependent Life

Adult Ortho Rider  
 VSP 3 Plus  
 \$40,000 Term Life W/AD&D  
 \$2,000 Dependent Life  
 \$75 Per Month

LTD -

Benefits Percentage	66-2/3%
Maximum Monthly Income Benefit	\$5,000
Qualifying Period	90 Calendar Days—Modified Fill
Maternity Coverage	Yes
Pre-Existing Condition Waiver	Yes
Freeze on Offsets	Yes
Alcoholism/Drug Waiver	No – 2 Year Limitations
Mental/Nervous Waiver	No – 2 Year Limitations
Cost of Living Benefits	No

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the contact year as defined in Section C.

- C. The Board shall make payment of premiums for each employee to assure coverage for the full twelve month period commencing September 1, and ending August 31, for all employees who complete their contractual obligations subject to the limitations in Section D below. If an employee terminates employment for reasons other than illness prior to June, the subsidy shall continue for a pro rata portion of the coverage year compared to the portion of the full contract year worked. In instances where cost of coverage exceeds amount of subsidy, the School Board will make provision for the excess to be payroll deductible.
- D. The Board shall adopt the necessary resolution and do all those things necessary to provide the Association members a payroll deduction for the right to benefits of any tax deferred annuity program of any company who agrees to the payroll deduction of the school, and the two enrollment periods.
- E. For the period June, July, August, and September, insurance options shall be deducted at the end of the school term. However, any additional insurance deductions which are optional to the teacher shall be limited to those authorized in writing to a carrier by at least twenty percent (20%) of those in the bargaining unit.

**ARTICLE XXIV – STUDENT TEACHERS**

- A. Student teachers may be assigned to a supervising teacher with the approval of the supervising teacher.
- B. Any remuneration from the cooperating University shall be paid in full to the supervising teacher.

## **ARTICLE XXV – STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. 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.
- 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.
- C. The employer recognizes its responsibilities to give all reasonable support and assistance to teachers in maintaining control and discipline. The district and Association recognize the need to have reasonable rules established for student conduct. At the beginning of the school year, the district shall publish and distribute to students and staff of the district a copy of all rules of student conduct that are in effect at that time. Any changes in the rules during the school year shall be published prior to their effective date, as well. In addition to the rules set forth above, each teacher may establish additional rules for students during the time they are in his/her charge. Such additional rules shall be approved by the middle or high school principal, or the elementary supervisor, as appropriate.

Teachers are specifically prohibited from inflicting, causing to be inflicted, or threatening to inflict corporal punishment upon a student as a penalty or punishment for any offense. Teachers may use such reasonable physical force as may be necessary to protect himself, herself, students, or others from immediate physical injury; to obtain possession of a weapon or other dangerous object upon or within the control of a student; or to protect from physical damage. Although teachers may use physical force as set forth above, no teacher shall be obligated to risk his/her safety to do so.

- D. Teachers shall exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- E. Any assault upon a teacher arising from performance of duties shall be promptly reported to the Board or its designated representative. In the event of such an assault, or if a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, the teacher involved may, through the Association, request assistance from the Board in such matters, including financial aid for the services of legal counsel. These requests shall be made to the superintendent of schools, whose determination of whether the conduct of the teacher involved justifies any assistance from the Board, and extent thereof, shall be final. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by law.
- F. Any complaints directed toward a teacher shall be promptly called to the teacher's attention if the complaint is considered serious enough. A complaint considered serious enough to place in the personnel file shall have its source identified.

## **ARTICLE XXVI – JOINT POLICIES COUNCIL**

- A. A Joint Policies Council will be established, and there will be representatives from the following: Two (2) representatives appointed by the Board, two (2) representatives appointed by the Association. An administrator or administrator(s) shall have the option of being member(s) of the Joint Policies Council. The council shall meet no less than once per month during the regular school year and advise the Board on such matters as student discipline, student rights, teaching techniques, courses of study, textbooks, curriculum, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and related matters. When recommendations are submitted to the Board from the Joint Policies Council, the Board shall act on such recommendations within thirty (30) days of their submission. The Board shall provide secretarial assistance to the Council. A chairman shall be elected by a majority vote of the members.
- B. The Joint Policies Chairman shall appoint or dissolve upon a majority vote of all members of the Joint Policies Committee such subcommittees as he/she deems necessary, provided, however, that the representation of each subcommittee shall include at least one representative from the aforementioned group. Subcommittees shall elect their chairman by a majority vote, meet no less than monthly, and submit a copy of their minutes and/or elect their chairman by a majority vote, meet no less than monthly, and submit a copy of their minutes and/or recommendations to the Joint Policies Council as frequently as they deem necessary, but no less than monthly.

## **ARTICLE XXVII – PROFESSIONAL GRIEVANCE PROCEDURES**

- A. The Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may file a written grievance with the Board or its representative. No grievance shall be processed unless it is presented at Step 1 within thirty (30) calendar days from the alleged occurrence.
- B. Within five (5) working days of the receipt of the grievance, the designated representative of the Board shall meet with the representatives designated by the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If, after meeting with the school principal, or the Board's designated representative, the parties cannot agree, the grievance shall be transmitted within five (5) working days to the superintendent who shall have five (5) days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the superintendent, he/she shall have five (5) days from receipt to approve or disapprove the grievance.
- C. If the grievance shall be denied in writing (Grievance Form – Appendix C) by the superintendent, the Association may, within ten (10) school days after receiving the superintendent's decision, appeal the grievance to the Board of Education. The appeal shall be in writing and shall contain the reasons for the appeal, and a copy of the superintendent's decision.
- D. Within thirty (30) calendar days, or at the next regular or special Board meeting, whichever is first from receipt of grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing, or

otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall determination of the grievance be made by the Board more than (30) calendar days after the Board has received it. A copy of the disposition shall be furnished to the Association.

- E. If the grievance is not resolved through Steps A, B, or C, the Association may invoke binding arbitration procedures. If the parties cannot agree to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with the rules governing arbitration proceedings. Both parties agree to be bound by the award of the arbitrator and agree that the judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid by the losing party.
- F. If any teacher for whom a grievance is sustained shall be found to have been unjustly charged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.
- G. 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<sup>th</sup> of any year and strict adherence to the time limits may result in hardship to either party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- H. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution as long as it complies with the thirty (30) day filing limitation.

### **ARTICLE XXVIII – NEGOTIATION PROCEDURES**

- A. It is contemplated that matters not specifically covered by this Agreement, but of concern to either party, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual agreement of the parties.
- B. 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 and include them as an addendum to the contract.
- C. Upon written request from either party, this Agreement shall be reopened at least sixty (60) days prior to the last instructional day of the school year.
- D. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representative 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 parties may be executed without ratification by the Board of Education and ratification by 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, concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

- E. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating committee.
- F. There shall be three signed copies of any final Agreement. One copy shall be retained by the Board, one by the Association, and one by the Superintendent.
- G. Copies of this Agreement titled "Professional Agreement between the Manistique Area Schools Board of Education and the Manistique Education Association and the Michigan Education Association" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. The Board shall furnish one hundred (100) copies and one electronic copy of the Master Agreement to the Association for its use. In the event of multi-year contracts, in which language changes take place, copies of the changes only will be prepared.

### **ARTICLE XXIX – PROFESSIONAL DEVELOPMENT**

The Board will provide appropriate professional development as required by Michigan law.

### **ARTICLE XXX – TEACHERS' RESPONSIBILITIES**

- A. Under the Constitution of the State of Michigan, the legislature is empowered to establish and support a state system of education. The schools of each school district are established under this authority and are operated under the jurisdiction of the Board of Education. Each Board of Education is required to appoint a Superintendent of Schools to be its executive officer and to operate the schools under its authority. The superintendent is required to nominate all teachers for appointment and to assign them to schools. On this basis, the teacher is a part of the local and state systems of education and is responsible to the local Board of Education through the Superintendent of Schools.

#### **General Functions**

1. The teacher is responsible to the Board of Education through the superintendent of schools and his/her staff, where applicable, and under the direction of the principal for the effective performance of all general and assigned responsibilities.
2. The teacher in the Manistique Area Schools is obligated to the learner – to promote his/her worth and dignity, and to strive for his/her educational success.
3. The teacher is responsible for effective teaching.

#### **Specific Goals of Teachers**

In fulfilling the numerous responsibilities of teaching in the Manistique Area Schools, the teacher . . .

## TEACHING AND CURRICULUM RESPONSIBILITIES

- . . . . will not discriminate against any pupil.
- . . . . will accept each child as a person possessing individual worth and dignity, and will refrain from directing damaging remarks and expressions to pupils either in class or in other school coordinated activities.
- . . . . will make every reasonable effort to know his/her pupils and will carefully evaluate and report their growth and progress.
- . . . . will assume responsibility for regular teaching assignment.
- . . . . will actively engage in teaching activities during all assigned instructional time.
- . . . . will prepare appropriate lesson plans. Upon request, written plans will be made available for review by administrators and supervisors. Lesson plans will be prepared for use by substitute teachers, except in those emergency circumstances which preclude such preparation.
- . . . . will attempt to plan experiences and engage in activities which motivate his/her pupils to learn.
- . . . . will attempt to maintain a purposeful, orderly, attractive, pleasant, and healthful classroom environment.
- . . . . will attempt to effectively organize and manage his/her class in order that the purposes of instruction are promoted and can be achieved.
- . . . . will attempt to plan flexible learning experiences which are compatible with the curriculum, the educational objectives of the school system, and the needs and abilities of the pupils.
- . . . . will use, when possible, a variety of appropriate techniques and methods and select and utilize materials which are compatible with the curriculum, the educational objectives, and the needs and abilities of the pupils.
- . . . . will evaluate periodically the teaching-learning situation in his/her classes to determine teacher effectiveness and pupil progress toward objectives and to make the necessary changes in his/her teaching.
- . . . . will attempt to present ideas in a clear and convincing manner.
- . . . . will provide special assistance during regular school hours to those pupils who are in need of it and/or who request such help.
- . . . . will assist pupils who have problems which interfere with their learning and will seek the assistance of other personnel of the school system in helping such pupils.



- . . . . will make a reasonable effort to maintain effective communications with the parents of his/her pupils and will be available at reasonable times when parents wish to talk with him/her.
- . . . . will treat controversial issues in a fair and unbiased manner and will not attempt to unfairly persuade students to his/her own convictions.

#### PROFESSIONAL AND COMMUNITY RESPONSIBILITIES

- . . . . will strive to understand the practical implications of the statement of philosophy of the Manistique Area Schools, and will work to implement them whenever possible.
- . . . . will regard personal information concerning the pupil or the pupil's family as confidential and will utilize such information only as an aid helping the pupil to attain appropriate educational goals.
- . . . . will seek and use constructive suggestions and other professional help to improve his/her teaching.
- . . . . will prepare for and participate actively in formal student evaluation conferences during school hours.
- . . . . will participate, during school hours, in the development of curriculum within the classroom and school, and will serve on committees appointed by the administration for the improvement of the public schools.
- . . . . will demonstrate continued interest and effort in personal educational growth and improvement.
- . . . . will speak and act in his/her contacts in the community to not misrepresent the institution or educational organization with which he/she is affiliated, and shall take adequate precautions to distinguish between his/her personal and institutional organizational areas.
- . . . . will aid the administration in enforcing the rules of the school. If a court appearance results from discharging his/her responsibility, the teacher will suffer no loss of pay or sick leave.
- . . . . will be in school and available for the fulfillment of his/her assignment during the entire school working day, unless previous arrangements have been made with the administration.
- . . . . because teaching is a profession, the teacher has responsibilities to improve learning outside the confines of the classroom, e.g. playground, corridors, parking lots, etc. The Association shall encourage all of its members to share with the school administrators the responsibility for improving the citizenship of the students.
- . . . . will be responsible for the proper utilization of school equipment and supplies and will be accountable for the physical condition of his/her classroom while under his/her supervision.

- .... will complete all necessary records, reports, and other administrative routines on time and accurately.
- .... a teacher's attendance and/or participation in P.T.A. meetings, open houses, concerts, plays, Christmas programs, athletic events, graduation events, and similar school activities will be encouraged by the Association as a professional responsibility.
- .... will perform those duties which are necessary to fulfill his/her assignment effectively.

### **ARTICLE XXXI - MISCELLANEOUS PROVISIONS**

- A. The Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms unless such rules, regulations and practices are enacted by the District to become in compliance with State and Federal Education Laws or State and Federal General Laws that pertain to the operation of the District. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts which shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. 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 provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- E. A yearly physical examination may be required. When it is requested by the Board of Education, it will be done at the expense of the Board of Education.
- F. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or by law, to attend school, all teachers having contact with the student shall be notified in advance of the child's placement and/or return to school, to the extent such notification is permitted under law. The district shall provide in-service training in hygienic practices and management to teachers coming into contact with students having such communicable diseases. Once notified and trained, teachers shall comply with district policies to assure that such affected students are not discriminated against in their education.
- G. Although teachers are responsible for their actions and may be disciplined or dismissed for just cause, including actionable offenses committed under the influence of, or due to the

effects of alcohol or other drugs under the terms of this Agreement, any teacher with an alcohol and/or drug abuse problem who requests diagnosis or treatment for it will not jeopardize his/her job rights solely for doing so. Time missed for diagnosis and treatment of such problems under the care of qualified medical experts shall qualify for use of leave time under Article X of this Agreement. Return from such treatment shall be in accordance with Article X, Section A, Paragraph 2.

H. Interactive television system

1. Participation or lack of participation by teachers in any interactive television system shall not be mandatory, nor be used for teacher evaluation purposes.
2. Before any interactive television system is utilized by the district, the parties will meet and negotiate over the plan either on an area-wide basis or on an individual basis.

I. Public School Academies – The district will provide notice to the association of any formal inquiry regarding a public school academy application made to the district, or an application to an ISD, community college, or public university of which it has knowledge.

The district agrees to furnish the Association with a copy of any application seeking authorization of a public school academy and all required information concerning the application to authorize a public school academy.

**ARTICLE XXXII – DURATION OF AGREEMENT**

THIS AGREEMENT which shall not be extended orally is effective September 1, 2009 through August 31, 2011.

**MANISTIQUE AREA SCHOOLS  
DISTRICT BOARD OF EDUCATION**

**MANISTIQUE EDUCATION  
ASSOCIATION**

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

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

By \_\_\_\_\_  
Superintendent

By \_\_\_\_\_  
MEA Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**APPENDIX A**

**SALARY SCHEDULE**  
**MANISTIQUE AREA SCHOOLS**

A .5% raise will be added and payable in April of 2010 to the below 2008-2009 Salary Schedule for the 2009-2010 school year if the State 2008-2009 Foundation Grant level is not reduced for the 2009-2010 Foundation Grant year. If it is reduced from the 2008-2009 Foundation Grant total then 0% will be added on to the below salary Schedule of 2008-2009 for the 2009-2010 Salary Schedule or if three year averaging results in less money.

**2008-2009 SALARY SCHEDULE - 2.0% INCREASE**

<u>Step</u>	<u>BA Prov.</u>	<u>BA Perm.</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
"1-3"	\$33,225	\$34,111	\$35,552	\$36,995	\$38,439
4	\$34,596	\$35,603	\$37,071	\$38,535	\$40,002
5	\$35,969	\$37,097	\$38,589	\$40,076	\$41,566
6	\$37,338	\$38,591	\$40,104	\$41,619	\$43,135
7	\$38,711	\$40,084	\$41,623	\$43,159	\$44,698
8		\$41,578	\$43,141	\$44,700	\$46,262
9		\$43,070	\$44,658	\$46,244	\$47,829
10		\$44,566	\$46,174	\$47,785	\$49,395
11		\$47,551	\$49,209	\$50,866	\$52,525
"12-13"		\$50,540	\$52,246	\$53,949	\$55,655
"14-16"		\$52,034	\$53,766	\$55,491	\$57,222
"17-19"		\$53,530	\$55,285	\$57,030	\$58,791
20		\$55,864	\$57,649	\$59,429	\$61,217

A 2.0% raise will be added and payable in April of 2011 to the 2009-2010 Salary Schedule for the 2010-2011 school year if the State 2009-2010 Foundation Grant level is not reduced for the 2010-2011 Foundation Grant year. If it is reduced from the 2009-2010 Foundation Grant total then 0% will be added on to the Salary Schedule of the 2009-2010 for the 2010-2011 Salary Schedule or if the Blended Count drops more than 30 for the 2010-2011 year.

**APPENDIX B**

**EXTRA DUTY PAY SCHEDULE**  
**MANISTIQUE AREA SCHOOLS**

Pay Expressed as a Percentage of the BA Provisional Base Salary

Position	0 Years Experience	1-3 Years Experience	4-6 Years Experience	> 6 Years Experience
Head Varsity Football	15.5%	16.0%	16.5%	17.0%
Asst. Varsity Football	11.0%	11.5%	12.0%	12.5%
Head J.V. Football	11.0%	11.5%	12.0%	12.5%
Asst. J.V. Football	8.0%	8.5%	9.0%	9.5%
Frosh Football	8.0%	8.5%	9.0%	9.5%
Boys' Varsity Basketball	15.5%	16.0%	16.5%	17.0%
Boys' J.V. Basketball	11.0%	11.5%	12.0%	12.5%
Frosh Basketball	8.0%	8.5%	9.0%	9.5%
8th Grade Basketball	6.0%	6.5%	7.0%	7.5%
7th Grade Basketball	6.0%	6.5%	7.0%	7.5%
Girls' Varsity Basketball	15.5%	16.0%	16.5%	17.0%
Girls' J.V. Basketball	11.0%	11.5%	12.0%	12.5%
Head Track	7.0%	7.5%	8.0%	8.5%
Asst. Track	5.0%	5.5%	6.0%	6.5%
Jr. High Track	3.0%	3.5%	4.0%	4.5%
Golf (Boys or Girls)	4.0%	4.5%	5.0%	5.5%
Golf (Boys & Girls)	7.0%	7.5%	8.0%	8.5%
Varsity Volleyball	12.0%	12.5%	13.0%	13.5%
J.V. Volleyball	9.0%	9.5%	10.0%	11.0%
Jr. High Wrestling	2.0%	2.5%	3.0%	3.5%
Varsity Wrestling	11.0%	11.5%	12.0%	12.5%
J.V. Wrestling	5.0%	5.5%	6.0%	6.5%
Swimming	11.0%	11.5%	12.0%	12.5%
Asst. Swimming	6.0%	6.5%	7.0%	7.5%
Varsity Cheer (per season)	3.0%	3.5%	4.0%	4.5%
Reserve Cheer (per season)	1.5%	2.0%	2.5%	3.0%
Varsity Girls' Softball	7.0%	7.5%	8.0%	8.5%

**APPENDIX B (CONTINUED)**

**EXTRA DUTY PAY SCHEDULE**  
**MANISTIQUE AREA SCHOOLS**

Position	0 Years Experience	1-3 Years Experience	4-6 Years Experience	> 6 Years Experience
Student Council Advisor	2.5%	3.0%	3.5%	4.0%
Frosh Advisor	2.0%	2.5%	3.0%	3.5%
Sophomore Advisor	2.0%	2.5%	3.0%	3.5%
Junior Advisor	3.0%	3.5%	4.0%	4.5%
Senior Advisor	2.5%	3.0%	3.5%	4.0%
Middle School Advisor	2.0%	2.5%	3.0%	3.5%
High School Quiz	2.5%	3.0%	3.5%	4.0%
Jr. High Quiz	2.0%	2.5%	3.0%	3.5%
Yearbook	6.0%	6.5%	7.0%	7.5%
Crier	3.0%	3.5%	4.0%	4.5%
Senior Class Play	5.5%	6.0%	6.5%	7.0%
Dramatics	5.5%	6.0%	6.5%	7.0%
Varsity Debate	4.0%	4.5%	5.0%	5.5%
J.V. Debate	1.5%	2.0%	2.5%	3.0%
Forensics	3.0%	3.5%	4.0%	4.5%
Band Director	6.5%	7.0%	7.5%	8.0%
Pre-Season Band (2 weeks)	4.5%	5.0%	5.5%	6.0%
Summer Band	6.5%	7.0%	7.5%	8.0%
Dance (full year)	1.5%	2.0%	2.5%	3.0%
Majorettes (full year)	1.5%	2.0%	2.5%	3.0%
Internal School Accounting	3.5%	4.0%	4.5%	5.0%
Department Heads	5.0%	5.5%	6.0%	6.5%
Club Advisors	1.5%	2.0%	2.5%	3.0%
Naturals	6.5%	7.0%	7.5%	8.0%
Elementary Lead Teachers	15.5%	16.0%	16.5%	17.0%

	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
Teachers' Extra Duty Hourly Rate	\$18.35	\$18.58	\$18.95	\$19.33

**APPENDIX C – GREIVANCE REPORT FORM**

**GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_ School District \_\_\_\_\_

**GRIEVANCE REPORT**

- Distribution of Form  
1. Superintendent  
2. Principal  
3. Association  
4. Teacher

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

**STEP 1**

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

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

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

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

C. Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal Date

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

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

*If additional space is needed in reporting Sections B.1 & 2, of step 1, attach additional sheet.  
(Note: Continue on next page)*

**APPENDIX C – PAGE 2**

STEP II

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

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP III

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

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP IV

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

B. Disposition & Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

NOTE: All provisions of Article \_\_\_\_\_ of this Agreement dated \_\_\_\_\_, 20\_\_\_\_,  
WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.



**APPENDIX D**

Enhancing Professional Practice: A framework for Teaching  
 Summative Evaluation Matrix  
 Manistique Area School District

Components of Professional Practice	Summative Evaluation Comments					
	Needs Improvement	Insufficient Data	Basic	Proficient	Distinguished	
<b>DOMAIN 1:</b>						
<b>PLANNING AND PREPARATION</b>						
<b>Component 1a:</b> Demonstrating Knowledge of Content and Pedagogy						
<b>Component 1b:</b> Demonstrating Knowledge of Students						
<b>Component 1c:</b> Selecting Instructional Goals						
<b>Component 1d:</b> Demonstrating Knowledge of Resources						
<b>Component 1e:</b> Designing Coherent Instruction						
<b>Component 1f:</b> Assessing Student Learning						

**APENDIX D con't**

Enhancing Professional Practice: A framework for Teaching  
 Summative Evaluation Matrix  
 Manistique Area School District

Components of Professional Practice	Summative Evaluation Comments				
	Insufficient Data	Needs Improvement	Basic	Proficient	Distinguished
<b>DOMAIN 2: THE CLASSROOM ENVIRONMENT</b>					
<b>Component 2a: Creating an Environment of Respect and Rapport</b>					
<b>Component 2b: Establishing a Culture for Learning</b>					
<b>Component 2c: Managing Classroom Procedures</b>					
<b>Component 2d: Managing Student Behavior</b>					
<b>Component 2e: Organizing Physical Space</b>					

**APPENDIX D con't**

Enhancing Professional Practice: A framework for Teaching  
 Summative Evaluation Matrix  
 Manistique Area School District

Components of Professional Practice	Summative Evaluation Comments				
	Insufficient Data	Needs Improvement	Basic	Proficient	Distinguished
<b>DOMAIN 3: INSTRUCTION</b>					
<b>Component 3a:</b> Communication Clearly and Accurately					
<b>Component 3b:</b> Using Questioning and Discussion Techniques					
<b>Component 3c:</b> Engaging Students in Learning					
<b>Component 3d:</b> Providing Feedback to Students					
<b>Component 3e:</b> Demonstrating Flexibility and Responsiveness					

**APPENDIX D Con't**

Enhancing Professional Practice: A framework for Teaching  
 Summative Evaluation Matrix  
 Manistique Area School District

Components of Professional Practice	Insufficient Data	Needs Improvement	Basic	Proficient	Distinguished	Summative Evaluation Comments
<b>DOMAIN 4: PROFESSIONAL RESPONSIBILITIES</b>						
<b>Component 4a: Reflecting on Teaching</b>						
<b>Component 4b: Maintaining Accurate Records</b>						
<b>Component 4c: Communicating with Families</b>						
<b>Component 4d: Contributing to the School and District</b>						
<b>Component 4e: Growing and Developing Professionally</b>						
<b>Component 4f: Showing Professionalism</b>						

**APPENDIX E**

**SCHOOL CALENDAR**  
**MANISTIQUE AREA SCHOOLS**

<b>1st Marking Period</b>	<b>No. Days Instruction</b>	<b>Prof. Dev. Days</b>	
Sept. 7 – 11	3	1	*9/8 - Employee Orientation - No School
Sept. 14 - 18	5		*9/9 - First Day of School for Students
Sept. 21 - 25	5		
Sept. 28 – Oct. 2	4	1	*10/2 – Teacher Inservice – No School
Oct. 5 – 9	5		
Oct. 12 - 16	5		
Oct. 19 - 23	5		
Oct. 26 - 30	5		
Nov. 2 – 6	5		
	(42)	(2)	
<b>2nd Marking Period</b>			
Nov. 9 – 13	4	1	*11/11 – Teacher Inservice a.m. – PTC p.m. - No School
Nov. 16 – 20	4		*11/16 - Deer Day - No School
Nov. 23 – 27	2		*11/25-27 - Thanksgiving Break - No School
Nov. 30 – Dec. 4	5		
Dec. 7 – 11	5		
Dec. 14 – 18	5		
Dec. 21 – 25	0		*12/21-1/1 - Christmas Break - No School
Dec. 28 – Jan. 1	0		*12/21-1/1 - Christmas Break - No School
Jan. 4 – 8	5		*1/4 - Classes Resume
Jan. 11 – 15	5		
Jan. 18 – 22	5		
Jan. 25 – 29	5		*1/28 & 29 - Exam Days - Early Dismissal
	(45)	(1)	
<b>3rd Marking Period</b>			
Feb. 1 – 5	4	1	*2/1 - Teacher Inservice - No School
Feb. 8 – 12	5		
Feb. 15 – 19	4		*2/15 - Mid Winter Break - No School
Feb. 22 – 26	5		
Mar. 1 – 5	4	1	*3/3 - Teacher Inservice a.m. – PTC p.m. - No School
Mar. 8 – 12	5	1	
Mar. 15 - 19	5		
Mar. 22 – 26	5		
	(37)	(3)	
<b>4th Marking Period</b>			
Mar. 29 – Apr. 2	0		*3/29-4/2 - Spring Break & Good Friday - No School
Apr. 5 – 9	5		
Apr. 12 – 16	5		
Apr. 19 – 23	5		
Apr. 26 – 30	5		
May 3 – 7	5		
May 10 – 14	5		
May 17 – 21	5		
May 24 – 28	4	1	*5/26 & 27 - Exam Days - Early Dismissal *5/28 - Teacher Inservice - No School - Graduation
	(39)	(1)	
<b>Total</b>	<b>(163)</b>	<b>(6)</b>	<b>= 169</b>

Every Wednesday that school is in session will be a one hour delayed start except during the first week and the last week of the year. Any days lost beyond those allowed by the revised school code due to inclement weather or any "Act of God" will be made up by adding the days on to the second semester. The 2010-2011 calendar will mirror this calendar to the extent possible.

**APPENDIX F**

**TRAVEL AND MEAL REIMBURSEMENT**  
**MANISTIQUE AREA SCHOOLS**

MEALS AND LODGING

1. Upon submission of receipts, approved meals will be reimbursed at up to the following rates:

Breakfast	\$7.00
Lunch	\$10.00
Dinner	<u>\$15.00</u>
Daily Total	\$32.00

Meals prepaid by registration fees will be taken into consideration when meal reimbursements are made. Higher reimbursement rates may be approved by the superintendent based on meeting or conference location.

2. The most reasonable lodging in the area of the conference or meeting must be approved in advance by the Administration.

MILEAGE

Mileage shall be reimbursed at the current IRS rate per mile in accordance with Article XXII, Section G.

**APPENDIX G**

**REQUIRED FORM FOR ARTICLE XXII, SECTION J SUBSECTION 7**

Teacher Name: \_\_\_\_\_

**RETROACTIVELY-AWARDED CREDITS:**

<b><u># Credits</u></b>	<b><u>Course #/Name</u></b>	<b><u>Year/College</u></b>	<b><u>Supt. Initial/Date</u></b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_ **Total Retroactively Awarded Credits**

**PRIOR-APPROVED CREDITS:**

<b><u># Credits</u></b>	<b><u>Course #/Name</u></b>	<b><u>Year/College</u></b>	<b><u>Supt. Initial/Date</u></b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_ **Total Prior-Approved Credits**

\_\_\_\_\_ **Total Credits Accepted Toward M.A. Differential**

Teacher has advanced to **M.A.**    **M.A.+15**    **M.A+30**

**Supt. Signature/Date** \_\_\_\_\_

**Manistique Area Schools Transfer Request Form**

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

Name: \_\_\_\_\_

Present Position: \_\_\_\_\_

Reason for Transfer:

School Position Sought:

Academic Qualifications: