



MASTER AGREEMENT

BETWEEN

MANCELONA BOARD OF EDUCATION

AND

**NORTHERN MICHIGAN EDUCATION
ASSOCIATION**

2019-2022

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SECTION 1.1 - AGREEMENT

This agreement entered into this June 25, 2019, by and between the Northern Michigan Education Association, hereinafter called the "NMEA", affiliates of the Michigan Education Association, hereinafter called the "MEA", affiliates of the National Education Association, hereinafter called the "NEA", and the School District of Mancelona, Mancelona, Michigan. The signatories shall be the sole parties to this agreement.

SECTION 1.2 - RECOGNITION CLAUSE

Pursuant to Act 379, Public Acts of 1965, as amended, the Mancelona Board of Education (hereinafter referred to as the Board) recognizes the Northern Michigan Education Association, MEA/NEA, as the exclusive bargaining agent for certified employees of the Board (hereinafter referred to as employees) in the bargaining unit defined as:

Classroom teachers, librarians, guidance counselors and social workers, but excluding substitutes, administrators, and all other employees.

SECTION 1.3 - EXTENT OF AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the Association, for the life of this agreement each voluntarily and unqualifiedly waive the right and each agrees with respect to any subject or matter referred to in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this agreement.
- B. This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the School District and the Association, and constitutes the entire agreement between the parties.

Established past practices may not be changed unilaterally by the Board of Education.

Any amendments or agreements supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

- C. If any provision of this agreement or application thereof shall be found contrary to law, then such provisions or application shall be deemed not valid, but all other provisions or applications shall continue in force and effect.
- D. All contracts with instructional personnel in the bargaining unit, employed by the Board of Education, except substitutes, shall be in writing and signed by officers as provided by law. All contracts shall meet the requirements of the Teacher Tenure Act.
- E. As the parties are required to include, if an emergency manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify or terminate the collective bargaining agreement at his/her sole discretion.

SECTION 1.4 - DURATION OF AGREEMENT

- A. The provisions of this agreement shall be effective as of September 1, 2019, and shall continue in full force and effect until August 31, 2022.
- B. Copies of this agreement titled Master Agreement between the Mancelona Board of Education and the Northern Michigan Education Association will be delivered electronically to all members who have provided either a school or private valid email address to the central office.

SECTION 1.5 - CONTINUITY OF OPERATIONS

- A. The Mancelona Education Association agrees that it shall not authorize, engage in or ratify a strike after a new contract has been signed.
- B. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppage of any kind including "mass" sickness, and other connected or concerned activities having the effect of interrupting work or interfering with the normal school business of the Mancelona Public Schools.
- C. The Board agrees that it will not lock out employees during the period of this contract.

SECTION 1.6 - PAYROLL DEDUCTIONS

- A. Such deductions shall be limited to:
 - 1. MESSA options
 - 2. TBA Education Credit Union and associated services

3. Mancelona Education Foundation
4. Communities In Schools of Northwest Michigan
5. Tax deferred annuities:

- MEA Financial Services
- TBA Credit Union
- VALIC
- Putnam Funds
- Ameriprise Financial
- Midwest Capital Advisors
- Plan Member Services
- Oppenheimer Funds
- AXA Equitable
- GLP & Associates
- Lincoln Investment

All vendors must agree to sign a plan document with the District's Third Party Administrator.

The employee is responsible to verify that the proper amounts are deducted and to notify the central office of any discrepancies. The central office is responsible for making any such deducted payments in a timely manner.

SECTION 1.7 - SCHOOL CALENDAR

- A. The parties agree that all aspects not prohibited by law of the school calendar shall be negotiable.

The following are general guidelines. The teachers work calendar will consist of 184 days. As per state law, the calendar will provide 1098 hours of pupil instruction. Professional development will occur in increments of no less than one (1) hour. Professional development activities that shall be approved include:

1. TBA-ISD sanctioned professional development activities
2. Conferences, clinics, training, visitation and workshops
3. Relevant tapes, readings, telecommunications, internal research, computer training and other activities as prearranged by the building principal.

In-service sessions may be held in the afternoon of a student day by mutual agreement of both parties.

A school calendar for each year of the contract and the first year following contract expiration shall be set forth in Section 1.7. Any deviation from such calendar shall be by mutual written agreement.

- B. The Board agrees to consult with affected teachers in the placement of:

Concerts
Awards Programs
Open Houses
Other functions involving teachers, whenever possible

- C. Exceptions to the negotiations or consultation provisions of this section shall be:

Placement of Commencement, or athletic events on the calendar

- D. In-service days and record days will be planned by mutual agreement of the building principal and staff. Such days are not to increase the number of teacher work days or length of the calendar. In the event that a K-12 in-service day is to be scheduled, the Superintendent will consult with the executive committee of the local Association prior to implementation and/or commitment.

- E. Parent/Teacher Conferences will be planned jointly by the building principal and staff and by mutual agreement. It is agreed that Parent Teacher Conferences will be held at least twice a year, once each semester. Secondary level (High School and Middle School) will be held at the close of the first and third marking periods, (November and March) on the same evening with progress reports available for parent pick up.

All teaching staff will be required to attend one (1) Parent Teacher Conference per semester. In exchange for attendance at the evening Parent Teacher Conference, school will be held for 1/2 day sessions the day prior to Thanksgiving recess and the day prior to Spring Break or on mutually agreed upon dates.

Teachers with multiple building assignments will be required to attend no more than one (1) Parent Teacher conference per semester.

Any teacher attending, at administrative request, more than one (1) Parent Teacher Conference shall be eligible for a) one (1) hour of compensation time per hour of time spent or b) payment at the per diem rate for time spent.

All teachers shall attend a fall, "Meet The Teacher" night, to be held on a mutually agreed upon date. It is agreed that as compensation for TEACHERS for the "Meet The Teacher" night, the record day at the end of the first semester shall be a half day instruction and a half day for grading and records with no students present.

F. When conditions not within the control of school authorities, such as but not limited to severe storms, fires, epidemics or health conditions or an employer directive results in the closing of a school or other facility of the employer, the bargaining unit members shall be excused from reporting to duty without loss of pay.

1. Should a school closing(s), because of conditions not within the control of school authorities, require the scheduling of an additional day(s) of student instruction to meet an annual instructional minimum required by law or the State Board of Education, such additional instructional days will, to the extent possible, with the mutual consent of the Board and the Association, be rescheduled in lieu of already scheduled non-instructional staff duty days. The scheduling of particular days as make-up duty days shall be consistent with the other provisions of this agreement and with the mutual consent of the Association.
2. Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day.
3. The make-up of instructional days shall be undertaken on a building by building basis rather than district-wide basis as permitted by law or the State Board of Education.
4. It is understood and agreed that in the event that the rescheduling of instructional days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills, the teacher may:
 - a. use his or her personal leave
 - b. use unpaid leave time
5. If, at any time during the life of this agreement, it becomes lawful, or a State Board of Education ruling change or mandate to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions, or an employer directive results in the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without

loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

6. To the extent that any other provision of the Collective Bargaining Agreement, such as the school closing provision, school calendar or the like, shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.
- G. Any teacher away from his or her regular domicile who is unable to perform his or her regular assignment due to an Act of God (defined as a natural disaster or weather conditions making travel impossible or treacherous) shall suffer no loss of pay.
- H. Any teacher at his or her regular domicile who is unable to perform his or her regular assignment due to an Act of God (defined as above) shall suffer loss in pay equal to the current substitute pay. Such conditions shall prevail when the school district of residence or school districts along the normally traveled route are closed due to said weather conditions.

SECTION 1.8 - PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement, written Board policy or administrative policy or regulation affecting bargaining unit members' working conditions may be processed as a grievance as hereinafter provided.

- B. Informal Level

In the event that a bargaining unit member(s) believes there is a basis for a grievance, he or she shall within 10 school days of knowledge of the alleged incident request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Association shall be notified and a representative thereof present with the bargaining unit member at such meeting. If the Association is not satisfied with the result(s) of the meeting, the Association may formalize the complaint in writing as provided hereunder.

- C. Formal Level 1

If a complaint is not resolved in the informal conference the complaint may be formalized as a grievance. Such grievance will be submitted on and in accordance with the Grievance Report Form, a sample of which shall be made a part of this agreement. A formalized grievance shall be submitted in writing within ten (10)

school days of the meeting between the immediate supervisor and the Association. A copy of the grievance shall be sent to the Superintendent. The Superintendent shall, within five (5) school days of the receipt of the grievance, meet with the Association and employee in an effort to resolve the matter. Within five (5) school days of the discussion, the Superintendent will render a written decision to the grievant with a copy forwarded to the Association.

D. Formal Level 2

If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within ten (10) days of receipt of the grievance, the grievance shall be transmitted to the Board. Within ten (10) days after the grievance has been submitted, the board shall meet with the Association on the grievance. The Board, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association.

E. Formal Level 3

If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the time limits provided above, the Association may within fifteen (15) school days submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

The arbitrator shall have no powers to alter, add to or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The cost of such arbitrator shall be shared equally by the Board and the Association.

F. The term "days" when used in this section shall mean school days. Time limits may be extended by mutual written agreement.

G. A statement of the grievance together with specific reference to the Article and section of this Agreement alleged to be violated, and a statement of relief sought shall lie on or attached to the grievance form, a sample of which shall be made a part of this agreement.

- H. In the event that the expiration of this agreement occurs, any claim or grievance that was initiated prior to expiration of the contract may continue to be processed through the grievance procedure until resolution.
- I. Grievances filed as Association grievances may at the option of the Association be initiated at the Formal Level 1 of the grievance procedure if an immediate supervisor is not involved.
- J. Application of an established Board Policy shall not be submitted to arbitration unless it is in conflict with the language of this agreement.
- K. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged by an arbitrator, the tenure commission or a court of competent jurisdiction he/she shall be reinstated and his/her record cleared of any reference to this action.
- L. For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Board shall permit, with written permission of affected bargaining unit member, an Association representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Board which pertain to an affected bargaining unit member or any issue in the proceedings in question.
- M. A bargaining unit member who is involved in the grievance procedure during the work day, shall suffer no loss of pay for that purpose.
- N. Grievances in the following areas cannot be advanced beyond the superintendent level of the grievance procedure:
 - 1. Failure to re-employ a probationary teacher
 - 2. Failure to hire or to re-employ a teacher to a position on the Extra-curricular schedule
 - 3. Content of an evaluation

SECTION 1.8.1 - NEGOTIATION PROCEDURES

- A. The Superintendent will be responsible for contract interpretation on behalf of the Board of Education.
- B. There shall be a Communications Committee formed. The Communications Committee is formed to promote the smooth and efficient operation of the school district. Its purpose is not to

establish school district policy; however, at the Board's request the Communication Committee may assist in formulation of said policy. The Committee shall meet as needed at the request of either the Board or the Association.

- C. A negotiations meeting to determine a procedure for bargaining a new agreement will be held no later than sixty (60) calendar days prior to the end of the school year in which this agreement terminates.

SECTION 1.8.2 - SENIORITY

- A. Seniority shall be defined as length of service to the school district as determined by the date the School Board meets and accepts the recommendation to hire. If there are multiple hires on the same date, a drawing for seniority will take place with union and administrative representation at central office.
- B. An employee shall lose seniority rights if he/she retires, resigns, or is discharged for reasons that are not arbitrary or capricious.
- C. Seniority shall accrue for employees on various types of leaves as defined in Section 4.3, A and B.
- D. A seniority list will be sent electronically on or before October 1 of each school year. If no objections are filed within ten (10) school days of posting, the list shall be final and conclusive. For the collective bargaining agreement year that is calculated in the event of terminations and/or layoffs, appropriate corrections shall be made as necessary.
- E. The members "highly qualified status," and method for achieving such status endorsements and certification will accompany the name of each bargaining unit member on the seniority list. It is understood that individual teachers are responsible for assuring that the information provided by the employer in this report is accurate. The "highly qualified status" information provided in the referenced document is for reporting purposes only and it is not subject to the grievance procedure.
- F. Administrators shall not accrue seniority while in an administrative position. All seniority accrued by the administrator while a teacher in the district shall be retained.
- G. For seniority and salary schedule placement purposes, teachers under contract serving forty-five (45) or more working days in a semester will be given credit for one semester.

SECTION 2.0 - RIGHTS OF THE BOARD

- A. The Northern Michigan Education Association recognizes that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it (or not specifically withheld) by the Constitution and by the statutes of the State of Michigan, particularly the Michigan School Code, and by the Constitution of the United States, including, but without limiting the generality of the right to establish policy for the executive management and administrative control of the school system, its properties, its facilities and its personnel, as well as the methods and means necessary to the proper execution of the foregoing obligations, provided that such rights shall be exercised in conformity with the provisions of this agreement.
- B. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

SECTION 2.1 - HIRING, VACANCIES, PROMOTIONS AND TRANSFERS

- A. Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit, including grade/level and subject area moves as well as changes in buildings. Transfers to vacancies shall be governed by the language pertaining to vacancies.
- B. A vacancy is a position that remains unfilled after all assignments are made. On vacant teaching and/or Schedule B positions, notices of such vacancies shall be posted electronically at least five working days prior to any external advertising of the vacancy. Employees may sign a written request at the central office each contract year to receive a copy placed in their school mailbox during the school year and mailed to their last address on file during the summer.

Said notification may be simultaneously sent to the Association President, staff members certified for the vacancy and to the public when the vacancy occurs after July 15th of any year.

- 1. Employees notified as designated in paragraph B shall have the responsibility of contacting the Superintendent, indicating their interest in the said position, within five calendar days of such notification. Such position may not be filled in less than five (5) calendar days of the postmarked date by other than certified district employees.

SECTION 2.2 - ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, provided that when special custodial services are required, the Board may make a reasonable charge therefore.
- B. 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 district mail delivery service and teacher mail boxes for communication to teachers.
- C. The Board agrees to make available to the Association, upon reasonable request, all available information concerning the finances of the district, and such other information as will assist the Association in developing an intelligent, accurate, informative and constructive program on behalf of the teachers and their students, as well as such information as may be necessary to process any grievance or prepare for negotiations.
- D. The Board shall consult with the Association on any major revisions of educational or personnel policy which are proposed or under consideration, and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption.

SECTION 2.3 - STUDENT TEACHERS

- A. The term "student teacher" as used hereinafter shall refer to student teachers, intern teachers and all other such programs. Agreement to become a supervising teacher of a student teacher shall be strictly voluntary and is recognized not to result in such bargaining unit members becoming supervisors within the meaning of the Public Employment Relations Act (PERA). Probationary teachers are prohibited from accepting student teachers.
- B. It is expressly agreed that the Association may refuse to permit a bargaining unit member from supervising or directing the activities of a student teacher in the event:
 - 1. The student teacher would displace instructional aides, para-professionals, or other current employees then employed.
 - 2. The use of such student teacher would be used by the Employer as a basis for not hiring additional bargaining unit personnel.
- C. The Board shall disclose all terms of any agreement between it and any student placing institution. The terms and conditions of

placement of student teachers shall be consistent with this agreement, unless otherwise agreed to by the Association.

- D. The supervising teacher shall have the right to accept an honorarium or other such token of appreciation as may be offered by the student/intern placing institution.
- E. Prior to acceptance of a student teacher, there shall be a meeting between the teacher, prospective student teacher, principal, president of the Association or an executive committee member of the Association. Following this interview, the teacher shall then have the right to accept or reject the student teacher.
- F. Any terms or conditions of this section not previously specified in this agreement shall be negotiated between the Board and the Association prior to implementation of future programs.

SECTION 2.4 - TEACHER ASSIGNMENTS

- A. The administration must provide each teacher with a specific list of classes to be taught in the ensuing school year not later than July 15.
- B. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Section 5.4 and summer school courses shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

SECTION 2.5 - TEACHER/INSTRUCTIONAL AIDE RELATIONS

- A. Instructional Assistants shall be supervised by the teachers to whom they are assigned. Teachers to whom assistants are assigned shall direct the activities of assistants and provide input to the building administrator on their effectiveness. Teachers shall not administer discipline to assistants.

SECTION 2.6 - TEACHER RIGHTS

- A. The Board agrees to grant employees covered by this agreement all rights guaranteed by the Constitution of Michigan and the United States and applicable laws of Michigan and the United States.
- B. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

- C. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership status in the association.
- D. Each teacher shall have the right upon request to the Superintendent or his/her designated representative to review the content of his/her own personnel file, pursuant to the guidelines of the Bullard-Plawecki Employee Right to Know Act. A teacher may attach his/her written comments or rebuttal to any material in the personnel file with which he/she disagrees or, if he/she wishes to, clarify controversial material which is to be placed in a teacher's personnel file. Such materials shall be signed and dated by the teacher to indicate knowledge of and placement in the file. A teacher shall be entitled to have Association representation present at this review.

SECTION 3.1 - ACADEMIC FREEDOM

- A. The Board and the Association recognize that academic freedom is an important aspect of the educational process and agree as follows;
 - 1. No special limitations shall be placed upon the study, investigation or interpretation of facts and ideas presented within the school setting subject to accepted standards of professional responsibility.
 - 2. Teachers shall participate in decisions regarding the methods and materials used for the instruction of students.
- B. The Board and Association recognize that academic and social development of pupils is the result of school, home and social-economic environment.
- C. In a dispute involving the presentation of educational material, the Association and the principal involved will utilize the superintendent as an arbitrator, and his/her decision shall be binding.

SECTION 3.2 - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline. Whenever a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will assist the teacher in obtaining such help for that student. Administrators will work with classroom teachers in maintaining classroom discipline. The administrator is responsible for creating the disciplinary environment of each building which promotes an

orderly, educationally sound learning atmosphere for all students. The primary responsibility for classroom discipline does lie with the classroom teacher.

- B. A pupil who has been dismissed from class shall not be returned to the class until after consultation between the Principal or designee and the classroom teacher. Said teacher must report to the Principal during the next break in work assignment or when the Principal is available.
- C. In cases of assault upon a teacher, the Board shall promptly render reasonable assistance to the teacher in connection with handling of the incident including, when necessary, the involvement by law enforcement and judicial authorities.

Time lost by a teacher in connection with any incident mentioned in this section shall not be charged against the teacher's leave time.

In cases of assault the Board will reimburse teachers for any loss, damage or destruction of clothing or personal property not covered by a teacher's personal insurance, and the deductible amount of their insurance should there be malicious destruction to the vehicle of the teacher while on duty in the school or on the Board's premises.

- D. To ensure the safety and security for all members of the school family (students, staff and community), it is understood that no employee shall be mandated to train for the purpose of carrying weapons on school property. If an employee decides to opt-out of any training that may be offered, their personal decision will not adversely affect placement, evaluation, or any other aspect of their employment.

SECTION 3.3 - SCHOOL EQUIPMENT

- A. The Board agrees to keep the schools reasonably and properly equipped and maintained at all times. Teachers will be consulted regarding priorities in ordering basic supplies.
- B. The Association member agrees to reimburse the District for any non-school use of the phones.

SECTION 3.4 - TEACHING HOURS

- A. The elementary school teachers shall be on duty from 8:05 a.m. until 3:15 p.m. The middle school teachers shall be on duty from 8:15 a.m. until 3:25 p.m. The high school teachers shall be on duty from 8:10 a.m. until 3:20 p.m. Teachers shall be required to attend two (2) meetings per month for up to forty-five (45) minutes each

beyond the normal school day and up to four (4) additional sixty (60) minute meetings to be used throughout the school year at the discretion of the administration. Teachers with multiple building assignments shall arrange with the building principal for briefings of meetings in which that teacher cannot attend due to conflicts with other building's meetings or for any other excusable reason. In addition to the meetings mentioned above, the Superintendent of schools may call two meetings per year. The opening day of school for teachers shall not be counted as one of the meetings mentioned above.

- B. All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty-five (35) minutes.
- C. The Communications Committee shall approve special projects which are to be completed by Teachers.
- D. Elementary teachers shall have 275 minutes per week of preparation time, during normal school weeks. Of this 275 minutes, all elementary teachers shall have 25 minutes per day, which equates to 125 minutes per week.
- E. In the event that a "special teacher" or classroom teacher is absent, and no substitute teacher is employed, the substituting classroom teacher will be reimbursed for the loss of that duty free released time on a prorated basis at a rate of twenty dollars per hours (\$20.00).
- F. When a classroom teacher shall serve as a substitute for a "special teacher" or another regular classroom teacher, that person shall be notified as early in the working day as the administrator in charge becomes aware of such a need.
- G. Normal School Day/Week
 - 1. A normal school day for grades 5 - 8 shall consist of six (6) class periods. Teachers in these grades will teach five (5) student contact periods and be guaranteed one (1) preparation period per normal school day.
 - 2. A normal school day for grades 9-12 shall consist of six (6) class periods. Teachers in these grades will teach five (5) student contact periods and be guaranteed one (1) preparation period per normal school day.
- H. Regular part time teachers will be granted a preparation period equal to one-sixth (1/6) of a period for each class period taught.

- I. Middle school and high school teachers will have the right to refuse temporary assignment during their consultation period except in cases where the Employer determines that other means of handling the temporary assignment is not readily available. Every effort will be made by the administration to fill such vacancies.

J. SCHOOL IMPROVEMENT PLANS

1. "SIP" as used in this Article shall mean a School Improvement Plan as provided in Act 197, P.A. 1989 (Section 15, 1919 (919B) MSA).
2. The conditions that follow shall govern employee participation in any plan, program or project included in the term S.I.P.
 - a. Participation by the employee is voluntary.
 - b. No employee shall suffer loss or reduction of bargaining unit employment as a result of the implementation of any plan adopted by the committee.
 - c. The parties have identified that S.I.P. committees shall not address any of the following matters:
 1. Wages
 2. Fringe benefits
 3. Contract grievance
 - d. The Board and/or Administration will notify the Association President as soon as possible of any intent to develop, explore, or begin a S.I.P.

K. Mentor Teachers

1. A mentor teacher shall be defined as a master teacher as identified in Section 1586 of the School Code and shall perform the duties of a master teacher as specified in the code.
2. Each bargaining unit member in his/her first three (3) years of employment shall be assigned a mentor teacher. 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. The mentor teacher shall have more than four (4) years of teaching experience.
 - b. Participation as a mentor teacher shall be voluntary.
 - c. Every effort will be made to match mentor teachers and mentees who have the same area of certification or work assignment.
 - d. The assignment of a mentor teacher shall be for one (1) year subject to renewal at the end of the year.
4. The Board and Association agree the relationship between the mentor and mentee shall be confidential and shall not in any fashion, be a matter included in the evaluation of either the mentor or mentee.
5. Upon request, the administration may make available reasonable release time so the mentor teacher may work with the teacher in his/her assignment during the regular work day.
6. If possible, a mentor teacher may attend a conference or workshop for the purpose of training the mentor teacher.
7. The mentor teacher shall be paid a stipend of \$500/year per teacher upon completion and submission of a topical mentee/mentor log to the building principal. (Example attached in Appendix D.)

SECTION 3.5 - TEACHING CONDITIONS

- A. The following class size standards shall be considered in effect. By October 1, the Association and the Administration will confer to insure that all class levels are balanced to the extent possible that there is no excessive burden to the teacher as a result. To the extent possible, any affected teacher will meet with the building principal to develop a workable solution.

Young Fives Developmental Kindergarten

Maximum 15 students.

Kindergarten - Grade 2

1 hour/day aide time over 27 students.
2 hours/day aide time over 29 students.
3 hours/day aide time over 32 students.

Grades 3-6

1 hour/day aide time over 30 students.
2 hours/day aide time over 32 students.
3 hours/day aide time over 35 students.

When a class size exceeds the two (2) hour aide stipulation, the administration shall meet with the affected teacher(s) and representative(s) of the association to determine one or more of the following reliefs: (1) additional certified staff may be added, (2) available grant money for lowering class size will be aggressively pursued by the appropriate administrator and affected teacher(s), (3) instructional aide time in addition to that stipulated in the class size standards, may be employed by mutual consent of the administration, the affected teacher(s) and the Association.

Grades K-6

In grades Kindergarten through 6, the class size for the purposes of assigning aide time will be the average of a teacher's class sizes for the day. In grades Kindergarten through 4, the school day would be based on five and a half hours per day.

Grades 7-12

Academic classes maximum 35 students.

Physical Education, Industrial Arts, Technology, woods, metals, drafting, home economics maximum as directed by the facility.

Art, music, theater, maximum students by agreement between the instructor and the administrator. The parties shall meet to determine student numbers prior to student scheduling.

Special education maximum students to be determined as mandated by state codes.

- B. A full-time instructional teacher's aide will be provided to assist the classroom teacher when a severely handicapped student (SXI, SEI, TMI) is assigned to a non-special education classroom. An instructional aide will be provided for wheelchair or other physically handicapped students, as called for in the IEPC. An aide will be

available to assist the student when either the student or teacher recognizes a non-instructional need.

In the event that determination of severely handicapped students cannot be made locally, the special education staff of the Traverse Bay Area Intermediate School District will make that determination.

- C. The requirement for teacher aides may be waived or altered during times of financial crisis by mutual agreement between the Board and the local Education Association.

SECTION 3.6 - DEPARTMENT CHAIRPERSONS

- A. The Administration may select each year from among the school faculty, Department Chairpersons in such teaching areas it may deem appropriate. The administration and teacher will mutually agree upon the expectations of the position and a timeline for completion. If issues arise regarding the performance of duties, the administration will meet with the teacher and association representative to determine an appropriate course of action. The administration reserves the right to remove the teacher from the position and to pay them a prorated rate based upon the amount of hours completed.
- B. The Department Chairperson shall be responsible for providing leadership in departmental coordination including, *but not limited to*, coordination of programs and materials, proper sequencing of objectives, and promotion and development of effective instructional techniques for department staff members.
- C. The Elementary School may be represented by grade-level or subject area.
- D. Each Department Chair will be paid a stipend of \$700.00.

SECTION 4.1 - PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. Each teacher, upon recommendation of the building principal, may be granted one (1) professional visiting day per year. Such visiting day is to be approved by the principal of the school to be visited, as well as the local school principal. Upon request, reports of the results of such visits will be made to the principal and in a regular teachers meeting and/or the Board of Education. These reports are not to be used as punitive measures.
- B. A teacher called to jury duty or to give testimony before any judicial or administrative tribunal shall receive their normal pay. However, pay earned from jury duty or giving testimony excluding any reimbursed expenses such as meals, mileage, or lodging, shall be

returned to the school district. These days shall not be charged against accumulated sick leave.

- C. Teachers are allowed three (3) days per year for personal business, without loss of pay, not to be deducted from sick leave, accumulative to five (5) days. The fifth day shall not be used in conjunction with other personal days. These days will not be used the last day before or the first day after Thanksgiving, Christmas, spring break, Memorial Day, or on the first day or the last day of the school year. The administration shall consider exceptions to the latter and shall not unreasonably deny a request. Association functions will be an exception to the first or last day of the school year. Unused personal business days that cannot be carried over are added to accumulated sick leave.

- D. The Board of Education recognizes the value of teacher conferences and clinics. Each teacher is allowed with permission of the Superintendent one (1) day per year for the purpose of attending professional meetings or clinics. This day is not to be accumulative year after year. Expenses accrued for attending approved professional meetings shall be reimbursed by the Board according to the following rate:
 - 1. Actual railroad, bus or plane fare, private car expense at the rate of 45 cents per mile.
 - 2. Meals not to exceed: Breakfast - \$8.00; Lunch - \$10.00; Dinner - \$16.00 and tax - plus up to 15% for gratuity.
 - 3. Lodging not to exceed \$100 per person per day. Such costs may be exceeded upon prior approval of the Superintendent.
 - 4. Registration fees for conference or clinic will be fully reimbursed to all teachers attending such clinics.
 - 5. An expense sheet with receipts attached must be submitted to the Central Office before reimbursement for any of the above expenses will be authorized.
 - 6. If an Employee is required to report for duty in any location outside of the city limits of Mancelona, the mileage for reimbursement will be the lesser of round trip mileage from the Employee's worksite or the Employee's home. In the event that the school offers transportation to and from the location, no mileage reimbursements will be paid to Employees who elect to transport themselves.

- E. The Association shall be granted twelve (12) days per year to be used at the sole discretion of the Association for use by its officers

and agents. The cost of substitute teachers for such days shall be borne by the Association. In all such cases the Superintendent must have forty-eight (48) hours notice prior to the using of such days. In the event that all days are used, two (2) more may be granted with approval of the superintendent. State law requires the District to exclude this time from MPSERS contributions, unless the affected employee or the Association reimburses the District for the actual cost.

- F. Paid leave shall be provided to any member of the bargaining unit who is called to testify at an arbitration hearing involving a grievance against the Mancelona Public School District.

SECTION 4.2 - UNPAID LEAVES OF ABSENCE

- A. Employees required to perform active duty, training or to perform emergency duty in the Armed forces of the United States or National Guard shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's commanding officer. The seniority and re-employment rights of any employee who performs such active duty or who is inducted into the Armed Forces of the United States shall be in accordance with federal and state laws governing such re-employment rights in effect at the time the individual seeks re-employment with the Employer.
- B. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and the leave may, at the Board's discretion, be renewed each year upon written request by the teacher. A teacher returning to duty after an extended leave of absence due to illness or disability shall be returned to the step on the salary schedule and the position on the seniority list held at the onset of the illness or disability.
- C. A teacher may at the Board's discretion be granted an unpaid leave of absence, upon written application to the Board, for purposes of personal leave, child care, or adoption. Such leave of up to one year may, at the Board's discretion, be renewed for one additional year upon written request by the teacher.

A teacher on an approved leave must notify the District in writing by April 1 of the expiring school year of his or her intent for the next school year. Failure to provide written notice of intent in timely fashion will result in termination of employment and all seniority rights with the District.

- D. Any teacher missing work for reasons not covered by this agreement, or in excess of the days allowed for reasons covered by this agreement, shall have an amount deducted from his or her pay equal to 1/184 of his/her salary. Such days may be used only with the approval of the Superintendent.
- E. A leave of absence, without pay or accrual of contractual fringe benefits, shall be granted for one term of office upon application for the purpose of serving as an officer of the Northern Michigan Education Association, Michigan Education Association or the National Education Association. Such leave may be extended at the discretion of the Board. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she was at the time the leave was granted.
- F. **Sabbatical Leave**
1. Sabbatical leave shall be interpreted as leave from active duty, granted to any teacher after ten (10) consecutive years of service in the Mancelona Public Schools for the purpose of improving instruction in the Mancelona Public Schools. Sabbatical leave may be granted for up to one (1) year as may be recommended by the Superintendent, subject to the conditions outlined below. Final approval of those applications selected by the Superintendent will be made by the Board.
 2. A leave under this provision shall be taken without pay or accrual of contractual benefits other than those listed in this provision.
 3. The application for sabbatical leave must be submitted, in writing, to the Superintendent no later than March 15 of the school year prior to the leave.
 4. Only one (1) bargaining unit member may be on sabbatical leave at a time.
 5. Leave granted for professional study, for travel, or travel combined with study, or for any other reasons which, in the opinion of the Superintendent will improve the instructional program in the school district or will improve the efficiency of a teacher or otherwise benefit the district shall be considered consistent with the purpose of sabbatical leave.
 6. In determining his/her recommendations on requests for sabbatical leave, the Superintendent will give consideration to the following criteria:

- a. The extent of the applicant's professional study, growth, contribution and successful service during the preceding years.
 - b. The extent to which plans submitted for use of times while on leave are definite and educationally constructive.
 - c. Length of period of active service in the Mancelona Public Schools.
 - d. Reasonable and equitable distribution of applications among the different levels and departments in the system.
 - e. Order in which applications are received.
7. Before approval is granted, a qualified acceptable replacement must be available for the period for which the leave is granted.
 8. Increment in the salary schedule and sick leave credit shall accrue and be granted when the sabbatical leave is successfully completed and the teacher returns to duty.
 9. If sabbatical leave is granted, all other provisions of reimbursement for educational travel or course credits shall be forfeited during the period of the sabbatical.

SECTION 4.3 - ILLNESS AND DISABILITY

- A. Leave will be granted for illness, disability and injury.
 1. All teachers are allowed twelve (12) sick days per year. Such leave will accumulate to one hundred eighty (180) days.
 2. Sick leave is granted for personal illness. However, the teacher shall, on request of the Board of Education, furnish satisfactory proof in the form of a doctor's certificate covering the full period of the illness, when the teacher is informed prior to missing work or when notification of illness contact is being made.

The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.

3. Leave will be granted without loss of pay, as set forth in paragraph A1 for illness in the immediate family. Immediate family shall be defined as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law or foster children.
4. The teacher may take up to a maximum of four (4) days per death in the immediate family. Three (3) of the four days will not be counted against sick days. Immediate family shall be defined as husband, wife, mother, father, brother, sister, children, step-children, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandparents-in-law, foster children or dependents. The teacher may take a maximum of two (2) days per death for deaths outside of the immediate family, but which are significant to the teacher.
5. In case of sickness or injury compensated by Worker's Compensation, the pay will be the difference between the regular salary and Worker's Compensation paid. Nothing in this section would require the Board of Education to compensate the employee more than their contractual obligation for salary and benefits or prohibit them from recovering overpayment of said salary or benefits.
6. A teacher reporting for duty at the beginning of the work period, and forced to leave after 10:30 a.m. will be given credit for one-half day of work. If forced to leave after 2:00 p.m. will be given credit as being present the entire day. Conditions for these absences shall be of an emergency nature only, and shall be approved by the building principal.
7. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.
8. All leave in Section 4.4 shall be deducted from accumulated sick leave except as noted in #4 above.

- B. Leaves shall also be granted in accordance with the Family and Medical Leave Act.

SECTION 5.1 - INSURANCE PROTECTION

Plan A – For Employees Needing Health Insurance

Health – Choices II \$300/\$600 Or Choices 500/1000
Both with Saver RX, 20/25/50 Office Visit

Or

ABC Plan 1 H.S.A

Or

ABC Plan 1 H.S.A. with 20% Co-Insurance

Long Term Disability	MESSA Plan II: 66-2/3%, \$5,000/Mo. Maximum, 90 Calendar Day Modified Fill, Pre-Existing Conditions Waiver, Maternity Benefits covered same as any illness
Dental	Delta Dental Plan E with A 007 Rider (80/80/80: 1500)
Negotiated Life	\$50,000, AD&D
Vision	VSP-3 Plus

Preventive Care Rider

Plan B – For Employees Not Needing Health Insurance

Long Term Disability	MESSA Plan II (Same as Plan A)
Dental	Delta Dental Auto+ with A 008 Rider (100: 90/90/90: \$1,500)
Negotiated Life	\$60,000 AD&D
Vision	VSP-3

The employer shall provide a cash option in lieu of health benefits equal to \$582.10 per month effective September 1, 2019 through June 30, 2020; such amount to be increased July 1 of each contract year, by the change in consumer price index medical care component for the United States as determined by the department of labor for the most recent 12 months available. The cash amount may be applied to MESSA variable or fixed options or the member may enter into a salary reduction agreement and elect to apply the cash to an annuity. Said annuity to be selected by the Association member from the list in Section 1.6, Paragraph A.

The employer shall formally adopt a qualified Section 125 plan document. All costs related to the implementation and administration of benefits shall be borne by the employer.

In the event of an employee's death, their spouse shall continue to have the Board's designated share of their health insurance provided, for an additional 30 days after the previous month's coverage has expired.

- A. Based on statutory changes to MCL 15.563 and Michigan Department of Treasury letter dated March 25, 2019 the following numbers shall be used to clarify the monthly amounts of Board payments of insurance premiums for the designated medical benefit plan for eligible employees illustrated in Section 5.1A of the Master Agreement.

Effective as of January 1, 2020, the Board shall make payment of insurance premiums/costs for the designated medical benefit plan for eligible employees not to exceed the following monthly amounts:

\$6,818.87 per year - single
\$14,260.37 per year - 2 person
\$18,596.96 per year - family

The parties understand and agree that the above monthly dollar amounts will be adjusted on January 1, 2020, January 1, 2021 and January 1, 2022 in accordance with Legislative CAPs set forth by the Michigan Department of the Treasury.

The open enrollment period shall be jointly established by the Board, the Association and the insurance company representative, including opportunities for summer pre-enrollment and fall open enrollment. Additionally, the parties agree that in the event that new MESSA products/plans or development of a consortium become available mid-contract, the Association shall have the right to make adjustments to their plan product choice. The parties further agree that they will review and give full consideration to the possibility of joining a consortium should one be developed.

When necessary, premiums on behalf of the teachers shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds the amounts specified above, the Board shall make provision for the excess to be payroll deductible.

The Board will be responsible for providing insurance information including applications, claim materials, and enrollment meetings for the above mentioned programs.

Effective January 1 of each year of this agreement, the Board's monthly contribution will be increased by the change in the medical care component of the United States consumer price index for the most recent twelve-month period for which data are available from

the United States Department of Labor. Employees will pay, pursuant to an IRS section 125 payroll deduction plan, the difference between the Board's contribution and the actual cost of the premiums for the medical benefit plan selected corresponding to their coverage category. Employees electing ABC Plan 1 may make contributions to their HSA account via Section 125 plan payroll deductions.

B. Part-time regular teachers.

Teachers employed less than full time may choose from the following:

1. Plan B as outlined in Section 5.1 A.
2. Pro-rata share (based on employed time) of health insurance (Choices II or ABC Plan 1 options as described in Plan A above). The Board's share shall be equal to the percentage of employed time multiplied by the Board's designated contribution for the coverage category. (Example: 60% of \$1,549.75/month if employed 60% and elect family coverage). The balance of the premium shall be deducted from their paycheck. Employees will pay, via payroll deduction, the difference between the Board's contribution and the actual cost of the premiums/costs for the medical benefit plan selected corresponding to their coverage category.

SECTION 5.2 - COMPENSATION (LONGEVITY)

- A. The Board shall pay the teacher's contribution to the retirement system as prescribed by state law. This does not include a teacher's voluntary MIP contribution.
- B. Longevity shall be paid when the teacher reaches the following years of service and will be figured on the Schedule listed below:

<u>YEAR</u>	
15-19	3% ADDED TO YEAR 11
20-24	3% ADDED TO YEAR 19
25-	3.1% ADDED TO YEAR 24

Longevity shall be defined as years of credited service in public schools. Individuals granted other service credits by previous administrations will be addressed on an individual basis. The exact number of years will be determined by the local executive committee and administrators.

SECTION 5.3 - COMPENSATION

- A. Newly hired teachers having zero to five (0-5) years of Michigan teaching experience shall be given full credit for such experience on the salary schedule. Other newly hired teachers with more years of experience may be placed on step five (5) or a higher step of the salary schedule as determined by the Employer. Regardless of experience and/or graduate level course credits, the maximum compensation for teachers assigned to positions funded by the Great Start Readiness grant funds will be the BA-7 level on the salary Schedule.
- B. A teacher shall be moved to the appropriate new salary lane at the beginning of the semester following the receipt of written notification by the bargaining unit member of their having earned a sufficient number of graduate level course credits to qualify him/her for salary lane advancement. Documentation shall be provided before December 15 or August 15 for the following semester. A transcript must be submitted to the Superintendent's Office upon completion of the coursework no later than February 15 or October 15.
- C. A qualifying teacher shall receive a non-elective, employer contribution to a 403b(7) account or annuity selected by the teacher in an amount equal to fifty (\$50.00) dollars for each day of accumulated sick leave, but not to exceed one hundred eighty (180) days. At the end of the year in which the teacher is retiring, the teacher's sick leave will be adjusted to 180 days if at the beginning of the year the teacher could not be credited for 12 sick days because it would have exceeded the 180 day maximum and at the end of the school year the balance falls below the 180 days. At no time will the adjustment be for more than 12 days. To qualify, a teacher must have evidence that the processing of his/her application for retirement has been completed, or have completed at least ten (10) years of service to the district, and have reached the age fifty (50). If not previously paid, this contribution will be made to the teacher's 403b(7) account in the year of the teacher's death.
- D. If a teacher shall teach more than the normal teaching load as set forth in Section 3.4, G, he/she shall receive additional compensation of one-sixth (1/6) of his/her normal teaching load based on his/her normally received salary.

In the event it becomes necessary to add a 6th period to a normal teaching load, option to accept the assignment for the additional period shall be done on a seniority basis within the required discipline. Should a teacher work less than a full time schedule, the compensation shall be calculated based on a 6 hour schedule

broken into 1/6 increments including the calculation of 1/6 preparation time for each portion worked.

E. Compensation Time - A teacher shall be guaranteed and granted compensated time for the following:

1. Participating in instructional activities which upgrade professional skills and knowledge such as workshops, seminars, and clinics. These activities are to be approved by the administration and attended during a time other than the normal work schedule.
2. Substituting for a teacher during a preparation period or conference period. Such substitution would be without pay and the individual teacher would substitute six (6) normal class periods without pay to earn one day of compensation time. Elementary teachers would substitute ten (10) special teacher periods to earn one (1) day compensation time.

To be eligible for compensation time for substituting, the individual teacher must notify the principal and central office staff of his/her intent during the first two weeks of the school year. The acceptability of all requested compensation time will be evaluated and agreed to by the Superintendent and Association President.

All requests for use of compensation time must be made to the Superintendent at least five (5) working days prior to the requested date. If the request is approved, the teacher shall prepare detailed lesson plans to cover the time requested.

Notice of completed event earning comp time shall be turned into the building principal no later than thirty (30) school days after the event and prior to June 30th.

Compensation time will not be used one (1) week prior to or after a recess or the last week of a semester. All requests must be made prior to Memorial Day. Compensation time may be used in conjunction with personal days.

No individual teacher may accrue more than two (2) days per year. No individual teacher may earn or request more than two (2) compensation days per year. Time earned beyond compensation time will be paid in accordance with Section 3.4E. Earned compensation days need not be used during the current school year.

Compensation time may be used in only full or 1/2 day increments.

No more than two (2) teachers from any one building may be absent at the same time because of compensation time.

In order to be reimbursed in the form of a compensation day, the time spent must be equal to at least the six (6) hour instructional day.

Applications for the use of compensation days will be approved on the basis of earliest (first) request having precedence.

F. Teacher Purchase or Repayment of Retirement Service Credit

1. The Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, teachers may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit (such as universal service credit, maternity/paternity/child care and non-public school teaching, military active duty, sabbatical leave of absence, etc.)
2. Therefore, in order to permit tax deferral for these additional employee contribution amounts, the employer shall adopt the payroll resolution attached to this agreement as Appendix "B" and implement the salary reduction (payroll authorization) agreement attached to this agreement as Appendix "C" for any teacher wishing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest). The teacher that wishes to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of Appendix "C." The teacher shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS.

- G. At the beginning of the 2019-2020 school year, each employee shall advance one step on the existing salary schedule, from their step at the end of the 2018-2019 year, and every one shall be paid at their step on the pay scale.

If an employee has received an Ineffective rating at the end of the 2019-2020 year, there shall be no step advancement in 2020-2021. If an employee is rated Minimally Effective for two consecutive

years (2018-2019 and 2019-2020), there shall be no step advancement in 2020-2021. The years will advance each year of the contract.

This language will remain in effect unless 164h legislation is eliminated.

SECTION 5.4 - EXTRA CURRICULAR COMPENSATION

- A. Teachers will be paid at a percentage for the number of consecutive years' experience in any given extra-curricular activity. Teachers shall be paid according to their horizontal track of the salary schedule. (BA, BA+20, BA+30, MA, MA+15, MA+30). Should a step freeze occur to the salary scale in successor agreements, the parties understand that the Extra Curricular Compensation steps shall be frozen in the same manner. The teacher shall have the option of being paid or ½ pay on the first pay in December and the other ½ on the first pay in June, or teacher may opt to be paid at the end of a given activity. If the half-pay option or the end of the activity option is chosen, pay will be in a check separate from the teacher's regular payroll check. Coaches will be paid as provided in paragraph C of this section.

Head Football	8%
Head Basketball	8%
Head Baseball	5%
Head Track	5%
Head Softball	5%
Golf	4%
JV Baseball	3%
JV Softball	3%
Cross Country	5%
Assistant Track	3%
Assistant Football	5%
JV Basketball	5%
7th Grade Basketball	3%
8th Grade Basketball	3%
9th Grade Basketball	5%
MS Football	3%
MS Track	3%
MS Wrestling	3%
MS Cross Country	3%
7 th Grade Volleyball	3%
8 th Grade Volleyball	3%
Elementary Basketball	2%
Varsity Volleyball	8%
JV Volleyball	5%
Wrestling	8%
Cheer	5%
JV Cheer	3%
Athletic Director (1 hr. release time)	12.5%

Choir Director (per job description)	.5%
Yearbook	8%
Yearbook (class during reg. day)	2%
Newspaper	4%
Senior Class Advisor	4%
Junior Class Advisor	4%
Class Advisor 7-10	3%
Student Council	4%
Band Director	12.5%
Club Directors	3%
Media Specialist	5%
School Improvement Chair	
Beginning 2001/02	2%
(per building)	
Safety Patrol Supervisor	4%
Class Plays	4%
Musical Class Plays	5%
National Honor Society	4%
Junior National Honor Society	4%
Middle School Yearbook	4%
Spelling Bee Coordinator	3%
Ski Club/Team	3%
Odyssey of the Mind	3%
SADD Advisor	3%
Driver Education	\$18.00 per hour
Kindergarten round-up	
	\$50 per event (including prep time);
	\$20 per hour for event over one hour with a maximum
	of three (3) hours with administrative approval.

Working at school functions will be reimbursed at the following rates:

Home Activities	\$20.00 per activity
Away Activities	\$20.00 per activity
Bus Duty	\$10.00 per day worked
Morning Duty	\$10.00 per day worked
Noon Hour Duty	\$15.00 per day worked
Lunch Detention	\$10.00 per day worked
After School Detention	\$10.00 per day worked

Teachers working at school functions may elect to contribute the amount earned to any active school account.

The duties including, but not limited to, are athletic contests, bus trips, and at least two (2) sponsors for plays, band concerts, choral concerts, will be approved by the administration and will be paid on the 8th pay, 15th pay and 21st pay.

Any teacher requested to serve as substitute administrator shall receive in addition to his/her regular teaching pay, an amount equal to the substitute teacher pay for each day requested to substitute. These days must be submitted to the Principal for approval prior to forwarding to Central Office.

- B. The salary schedule for extracurricular activities has been agreed to be based upon the Board's indication that criterion has been utilized in determining said schedule reflecting a single rated pay existing for teachers doing similar jobs, requiring equal effort and time.
- C. Salary for coaching duties shall be paid only after all equipment is stored, inventories are turned in to the Athletic Director, and the Athletic Director approves payment.
- D. All professional staff will be paid at a rate of 1/184 of his/her salary for each day required to work before school opens and after school is out.

Section 5.5 – FRINGE BENEFITS

- A. The Board shall pay 1/2 of tuition costs for college credit courses taken by teachers. Such classes shall be graduate level courses from an accredited institution. A maximum of 15 credit hours per contract year will be reimbursed. If the college or university bills by term, the maximum allowable reimbursement would be \$1500 per term for all subsequent contract years with a maximum of 2 (two) terms per contract year reimbursed. Central office will be notified upon enrollment in graduate level courses. This provision will be suspended during any school year in which the per pupil Foundation Grant is less than the 2008-2009 Foundation Grant. The parties agree that this provision will be frozen until August 31, 2022.

MANCELONA EDUCATION ASSOCIATION/NMEA/MEA/NEA
GRIEVANCE REPORT FORM

Grievance # _____ Mancelona School District

Submit to Superintendent

Building Date Filed

Distribution of Form

1. Superintendent
2. Principal/Supervisor
3. Local Association
4. Grievant
5. Uniserv Director
6. NMEA

STEP I

A. Date, cause/knowledge of grievance occurred: _____

B. 1. Statement of Grievance:

2. Relief Sought:

Signature

Date

C. Disposition of Superintendent:

Signature of Superintendent

Date

D. Disposition of Association:

Signature

Date

If additional space is needed in reporting Section B of Step I, attach an additional sheet. (Continued on reverse side.)

STEP II

A. Date received by the Board:

B. Disposition of the Board:

Signature
President of the Board

Date

C. Position of the Association:

Signature

Date

STEP III

A. Date submitted to arbitration:

B. Disposition and award of arbitrator:

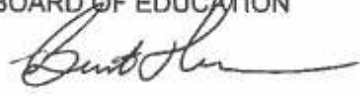
Signature of Arbitrator

Date

MANCELONA EDUCATION ASSOCIATION/
NORTHERN MICHIGAN EDUCATION
ASSOCIATION/MEA/NEA

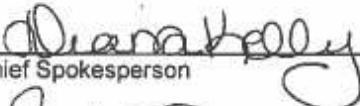
MANCELONA PUBLIC SCHOOLS
BOARD OF EDUCATION

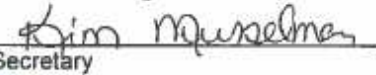
By 
Chairperson, NMEA


By 
President

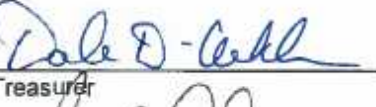
By 
NMEA Staff Director

By 
Vice-President

By 
Chief Spokesperson

By 
Secretary

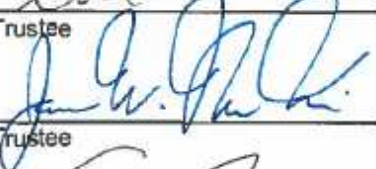
By 
Chairperson, Negotiating Committee

By 
Treasurer

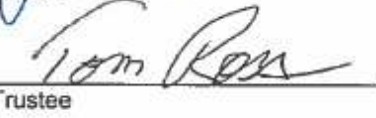
By 
Negotiating Committee Member

By 
Trustee

By 
Negotiating Committee Member

By 
Trustee

By _____
Negotiating Committee Member

By 
Trustee

By _____
Negotiating Committee Member

Dated this 25th day of June, 2019

Appendix A
2019-2020

Any employee who is recognized by this Agreement and who does not receive a step increase, shall be given a 1% off-schedule payment. This payment shall be made in the first November, 2020 paycheck.

STEP	BA	BA+20	BA+30	MA	MA+15	MA+30
1	37,096	37,817	39,670	39,907	42,068	43,329
2	38,950	39,673	41,661	41,901	44,064	45,384
3	40,806	41,527	43,656	43,895	46,057	47,441
4	42,661	43,382	45,651	45,887	48,052	49,493
5	44,517	45,237	47,648	47,884	50,046	51,549
6	46,372	47,092	49,640	49,879	52,041	53,603
7	48,226	48,949	51,633	51,875	54,035	55,656
8	50,082	50,802	53,629	53,868	56,031	57,712
9	51,937	52,658	55,625	55,862	58,025	59,766
10	53,792	54,513	57,618	57,857	60,019	61,819
11	55,646	56,368	59,613	59,853	62,015	63,875
15	57,315	58,060	61,407	61,647	63,875	65,791
20	59,037	59,800	63,257	63,496	65,791	67,764
25	60,865	64,040	65,225	65,464	67,831	69,865

2020-2021

Any employee who is recognized by this Agreement and who does not receive a step increase, shall be given a 1% off-schedule payment. This payment shall be made in the first November, 2021 paycheck.

STEP	BA	BA+20	BA+30	MA	MA+15	MA+30
1	37,560	38,290	40,166	40,406	42,593	43,871
2	39,437	40,169	42,182	42,425	44,615	45,952
3	41,316	42,046	44,202	44,443	46,633	48,034
4	43,195	43,924	46,222	46,461	48,652	50,112
5	45,073	45,802	48,243	48,483	50,671	52,194
6	46,952	47,681	50,261	50,502	52,692	54,273
7	48,829	49,560	52,279	52,523	54,710	56,352
8	50,708	51,437	54,299	54,542	56,731	58,434
9	52,586	53,317	56,320	56,560	58,750	60,513
10	54,464	55,194	58,339	58,580	60,769	62,592
11	56,342	57,073	60,358	60,601	62,790	64,674
15	58,032	58,786	62,175	62,418	64,674	66,614
20	59,774	60,548	64,048	64,289	66,614	68,611
25	61,625	64,841	66,040	66,282	68,678	70,738

2021-2022

Any employee who is recognized by this Agreement and who does not receive a step increase, shall be given a 1% off-schedule payment. This payment shall be made in the first November, 2022 paycheck.

STEP	BA	BA+20	BA+30	MA	MA+15	MA+30
1	38,029	38,769	40,668	40,911	43,126	44,419
2	39,929	40,671	42,710	42,955	45,173	46,526
3	41,833	42,572	44,754	44,999	47,216	48,634
4	43,735	44,473	46,799	47,042	49,261	50,738
5	45,637	46,375	48,846	49,089	51,304	52,846
6	47,539	48,277	50,889	51,134	53,350	54,951
7	49,440	50,180	52,932	53,180	55,394	57,056
8	51,342	52,080	54,978	55,223	57,440	59,164
9	53,244	53,983	57,024	57,267	59,484	61,269
10	55,145	55,884	59,068	59,312	61,529	63,374
11	57,046	57,786	61,113	61,358	63,575	65,482
15	58,757	59,520	62,952	63,198	65,482	67,446
20	60,522	61,304	64,849	65,093	67,446	69,469
25	62,396	65,651	66,866	67,111	69,537	71,622

APPENDIX B

PAYROLL RESOLUTION

(PURSUANT TO SECTION 5.3, F. OF THE MASTER AGREEMENT)

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

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

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

Be it further resolved that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with MPSERS retirement plan requirements.

This resolution shall have an effective date of _____, 20____ .

Reporting Unit Name: _____
(School District)

Reporting Unit Number: _____

Approved by The Governing Board (School Board)

Date: _____

Secretary of the Governing Board (School Board)

Signature _____

Date _____

APPENDIX C

ELECTION OF RETIREMENT AND UNIVERSAL SERVICE CREDIT BENEFITS
UNDER SECTION 5.3.F.

ADDITIONAL RETIREMENT CONTRIBUTIONS

PAYROLL AUTHORIZATION

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

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

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

1. Deductions are to be made from my salary, for a total of _____ months in the amounts of \$_____ per month with a final payment of \$_____.
2. These are additional retirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPERS will only accept payment from my employer for the designated service and not directly from me.
4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until: a) payroll payments are completed, or b) termination of employment.

Reporting Unit Name (School District) _____

Number _____

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

Employee
Name _____

Employee Social Security Number _____

Employee
Signature _____ Date _____

APPENDIX D

Mentor/Mentee Activity Sheet

Date and Participants	Activities	Admin. Support needed
September		
October		
November		
December		
January		
February		
March		
April		
May		

Mentor Signature

Date

Mentee Signature

Date

MANCELONA PUBLIC SCHOOLS
School Calendar 2020-2021

September 2, 2020	Professional Dev.
September 3, 2020	Professional Dev. Meet The Teacher Night
September 8, 2020	Full day of School
November 5, 2020	½ day students - Parent/Teacher Conference
November 6, 2020	No school for students – full day for staff PD Tentative
November 25, 2020	½ day students and staff
November 26-27, 2019	No School – Thanksgiving Recess
November 30, 2020	School Resumes
December 22, 2020	Full Day Students – Winter Recess Begins at the End of the Day
January 4, 2021	School Resumes
January 22, 2021	½ day students – Records Day
February 15, 2021*	No School mid-winter break
March 4, 2021	½ day students – Parent/Teacher Conference
March 5, 2021	No school for students – full day for staff, Professional Development
March 26, 2021	½ day students and staff - Spring Recess begins at end of half day of school
April 5, 2021	School Resumes
May 31, 2021	No School – Memorial Day Recess
June 11, 2021	Last day of school – Full day
175	Full Days
5	Half Days
180	Total Students Days
184	Total Contractual Days

Duty Days - 4

(1 Day) September 2

(1 Day) September 3

(1 Day) November 6

(1 Day) March 5

(1 Day) Individualized Staff PD Day

Total PD – 5 Days

Approved

*If there are 6 snow days by January 31, 2021, February 15, 2021 will be a full day of school.

If no additional snow days after January 31, 2021, there will be NO SCHOOL on May 28, 2021.

MANCELONA PUBLIC SCHOOLS
School Calendar 2021-2022

September 1, 2021	Professional Dev.
September 2, 2021	Professional Dev. Meet The Teacher Night
September 7, 2021	Full day of School
November 1, 2021	No school for students – full day for staff PD Tentative
November 4, 2021	½ day students - Parent/Teacher Conference
November 24, 2021	½ day students and staff
November 25-26, 2021	No School – Thanksgiving Recess
November 29, 2021	School Resumes
December 22, 2021	Full Day Students – Winter Recess Begins at the End of the Day
January 3, 2022	School Resumes
January 21, 2022	½ day students – Records Day
February 21, 2022*	No School mid-winter break
March 3, 2022	½ day students – Parent/Teacher Conference
March 4, 2022	No school for students – full day for staff, Professional Development
March 25, 2022	½ day students and staff - Spring Recess begins at end of half day of school
April 4, 2022	School Resumes
April 15, 2022	No school – Good Friday
May 30, 2022	No School – Memorial Day Recess
June 10, 2022	Last day of school – Full day

175 Full Days
5 Half Days
180 Total Students Days
184 Total Contractual Days

Duty Days - 4

(1 Day) September 1

(1 Day) September 2

(1 Day) November 1

(1 Day) March 4

(1 Day) Individualized Staff PD Day

Total PD – 5 Days

Approved

*If there are 6 snow days by January 31, 2022, February 21, 2022 will be a full day of school.

If no additional snow days after January 31, 2022, there will be NO SCHOOL on May 27, 2022.