



**MASTER AGREEMENT**  
**BETWEEN**  
**MANCELONA BOARD OF EDUCATION**  
**AND**  
**NORTHERN MICHIGAN EDUCATION**  
**ASSOCIATION**  
**2010-2012**

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## SECTION 1.1 - AGREEMENT

This agreement entered into this 27<sup>th</sup> day of October, 2010 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.

#### SECTION 1.4 - DURATION OF AGREEMENT

- A. The provisions of this agreement shall be effective as of September 1, 2010, and shall continue in full force and effect until August 31, 2012.
- B. Copies of this agreement titled Master Agreement between the Mancelona Board of Education and the Northern Michigan Education Association shall be printed at the expense of the Board within approximately 30 days after the agreement is signed and presented to all teachers employed by the Board. All Board adopted personnel policies affecting teachers or any changes in said policies shall be distributed to the local association and the President of the NMEA within 30 days of their adoption.

#### 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 - ASSOCIATION DUES, FEES AND PAYROLL DEDUCTIONS

- A. The Board shall provide payroll deduction for professional dues and assessments of the Association upon receipt of individually signed authorization cards furnished by the Association. Such deductions shall continue from year to year, unless canceled by the individual teacher by written notice filed with the School Board within sixty (60) days prior to the beginning of each school year. The Association shall be furnished a list of the teachers for whom said deductions are being made, in the months of October and February

of each year. The terms of this provision shall be stated on each individual authorization card. Pursuant to such authorization, the Board shall deduct one-fifteenth (1/15) of such dues, assessments and contributions from the regular salary check of the teacher for fifteen (15) pay periods beginning the first pay period in October. One change in Association dues, fees or assessments can be authorized by the Association after the initial collection. If further changes are desired by the Association, the Association will reimburse the Board for the cost of said change.

Such deductions shall be limited to:

1. MESSA options
2. Association dues, fees and assessments
3. TBA Education Credit Union and associated services
4. Mancelona Education Foundation
5. Mancelona Communities in Schools
6. AFLAC
7. Tax deferred annuities:

MEA Financial Services Paradigm Equities  
TBA Educational Credit Union Deferred Compensation  
AIG - Valic  
Design Underwriters (457 only)  
Putnam/Edward Jones  
Ameriprise  
Legend Group  
Midwest Financial  
Plan Member Services  
Waddell & Reed  
Oppenheimer  
AXA Equities

An additional company will be added upon proof of servicing a minimum of five bargaining unit members and must be listed within the approved vendor list as provided by the District. 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.

- B. Within thirty (30) days of commencement of services, all teachers shall either join the Association or pay a service fee to the Association equal to dues paid by members of the Association.
- C In the event a teacher's employment is terminated, is part time, or is reduced to part time during the school year, his/her dues

assessment will be consistent with the Michigan Education Association dues structure.

#### SECTION 1.7 - FINANCIAL RESPONSIBILITY (AGENCY SHOP)

A. 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 fee to the Association, an amount equal to membership dues payable to the Association, the NEA and the MEA provided, however, that the teacher may authorize payroll deduction for such fee in the same manner. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, involuntary dues deduction pursuant to MCL 408.477 may be made. After a service fee payer has utilized the Association's administrative procedures, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures," the procedure in all case of non-payment of the appropriate service fee shall be as follows:

1. The Association shall notify the employee of non-compliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days of the Association's notification to the employee, he/she shall be reported to the Board, and a deduction of the service fee shall be made from his/her salary.
2. If the employee fails to comply, the Association shall give a copy of the letter sent to the delinquent employee and the following written notice to the Board at the end of the fourteen (14) day period.

The Association certifies that \_\_\_\_\_ (NAME) \_\_\_\_\_ has failed to tender the periodic service fee required as a condition of employment under this agreement and demands that under the terms of this agreement, the Board deduct the delinquent service fees from the employee's salary. The Association certifies that the amount of the service fee includes only those items authorized by law.

3. The Board, upon receipt of said notice and request for deduction, shall deduct a service fee. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing

this provision, agrees not to discriminate between employees.

- B. The Association shall indemnify the Board and hold it harmless against any loss or claim for damages resulting from the payment to the Association of any sums deducted under the provisions of this agreement. The Association shall be responsible for all claims and expenses incurred by the Board as a result of the Board's implementation of Section 1.6 and Section 1.7 of this contract.

#### SECTION 1.8 - 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 181 days. As per state law, the calendar will provide 1098 hours of pupil instruction of which a minimum of 1061 hours will be student contact times, and 37 of which can be designated for professional development. 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 1.8. 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 1.9 - 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 1.9.1 - 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 consist of the Superintendent, one school board member, at least one principal, an Association officer, and no more than three (3) concerned association members. 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 1.9.2 - SENIORITY

- A. Seniority shall be defined as length of service to the school district as determined by the date and the time of the signing of a valid contract by any bargaining unit member.
- B. An employee shall lose seniority rights if he/she retires, resigns, or is discharged for just cause.
- 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 published and posted on or before October 1 of each school year on the Association bulletin board in each building, and a copy will be placed in each teacher's mailbox. 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. Administrators returning to a teaching position will be allowed to replace the teacher with the least seniority below him or her on the seniority list, in a position for which he or she is certified and qualified. Administrators will not be allowed to replace a teacher who has been involuntarily transferred or through a vacancy created by an administrator through the evaluation procedure during the previous school year.
- H. 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. The following factors will be considered in making any voluntary or involuntary transfer:
  - 1. Teachers shall be contacted personally, thirty (30) calendar days prior to the end of the semester, by the principal to discuss the transfer or change. The thirty (30) day period may be waived for emergency situations by mutual agreement of both parties.
  - 2. If a teacher is opposed to the involuntary transfer, then the teacher in that grade level or subject area with the least seniority in the district shall be the teacher transferred provided that he/she is certified and highly qualified for the position.
  - 3. Transfers occurring during the school year due to vacancies will be made effective by mutual consent of the Board of Education and the Association. Filling of such vacancies will be on a seniority basis to commence no later than the first day of the following semester of the year in which the vacancy occurs provided that the applicant is certified and highly qualified (where applicable) for the position.
  - 4. Mutual requests for voluntary transfers by bargaining unit members wishing to switch positions shall be granted with consent of the principal(s) involved subject to highly qualified status.

- 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 15<sup>th</sup> of any year. First consideration in filling a vacancy will be given to applications from certified and, if applicable, highly qualified employees within the District.

1. An employee shall be allowed to fill a teaching vacancy before a new hire is considered so long as that employee holds proper certification and is highly qualified. In the event the administration feels the change of position would create a problem, the administration shall request a meeting with the executive committee of the local Association to present rationale, and the executive committee shall make a recommendation to the Superintendent whose decision shall be final.
2. Certified and highly qualified employees who meet State and Federal guidelines and who have the greatest length of service to the district will be given preferences over other employees.
3. 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. Any change in assignment after July 15 for any reason other than financial hardship or declining enrollment shall occur only with agreement of the teacher involved.
- 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.
- C. All teachers shall be encouraged to attend at least three (3) extra curricular activities in which they are not directly involved. Examples: (Athletic events, concerts, National Honor Society, spelling bees, graduations, etc.) However, no teacher will be coerced to attend, nor will attendance be a part of any formal evaluation.

#### SECTION 2.5 - TEACHER EVALUATION

- A. General. Evaluation of a bargaining unit member is an ongoing process conducted throughout the year to assess the work performance of a bargaining unit member and to enhance the educational process.
  - 1. All formal observation of the work performance of a teacher will be conducted with the knowledge of the teacher. The evaluator will notify teachers to be evaluated during a pre-evaluation conference. There will be at least five days notice prior to the observation.
  - 2. Teachers shall be evaluated and observed by administrators to whom they are administratively responsible.
  - 3. There shall be no formal evaluation observations for the purposes of evaluation of teachers' performance during the first five (5) or the last five (5) student days of a school year.

- B. Probationary Teachers shall be evaluated each year of their probation.
1. The probationary teacher will be provided with an individualized development plan as developed by the evaluator in consultation with the individual probationary teacher.
  2. Each probationary teacher will be provided with an annual year-end performance evaluation. The annual year-end performance evaluation shall be based on (but is not limited to) at least two (2) classroom observations. There must be sixty (60) calendar days between the first and last classroom observation unless a shorter interval is mutually agreed upon between the evaluatee and the evaluator. The president of the Association and the appropriate building representative shall be notified of all unsatisfactory evaluations.
  3. The year-end performance evaluation shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.
  4. For probationary teachers employed at the beginning of a school year, a final formal classroom observation and post conference shall be held prior to April 1. The final evaluation report shall be provided to the probationary teacher by April 10.
  5. All timelines will be adjusted if a probationary teacher is hired after the beginning of a school year.
  6. All written observation forms shall be completed and a copy given to the teacher within five (5) working days of the observation. These time limits may only be extended in writing and by mutual agreement between the building representative and the administrator.
  7. The above provisions B1-5 also apply to bargaining unit members not eligible to acquire tenure status during their first four years of employment by the District.
  8. All timelines shall be extended if the probationary bargaining unit member is absent from work more than 15 consecutive days, by the number of such days.
- C. Tenured & Non-Probationary Bargaining Unit Members. After having obtained tenure as a teacher, or having satisfied the probationary period, the teacher shall be evaluated at least once during each three (3) years of employment or as required by Michigan Revised School Code, as applicable. Tenured or non-

probationary bargaining unit members shall be notified at a pre-evaluation conference, or in writing, whenever their period of formal evaluation is to begin.

1. The assessment of performance will be based on formal and informal classroom observations. The evaluation will be conducted using the criteria in the form attached as Appendix A.
2. Evaluations shall require not less than two (2) classroom observations.
3. Evaluation of satisfactory classroom related performance may be based on observations shorter than forty (40) minutes.
4. Evaluation of unsatisfactory classroom performance shall be preceded by and based upon observations of at least forty (40) minutes. In cases involving unsatisfactory ratings, at least four (4) formal observations will be made before the final evaluation is issued. The president of the Association and the appropriate building representative shall be notified of all unsatisfactory evaluations.
5. All written observation forms shall be completed and a copy given to the teacher within five (5) working days of the observation. These time limits may only be extended in writing and by mutual agreement between the building representative and the administrator.
6. Upon written request of the teacher, each observation shall be followed by a personal conference between the teacher and his/her evaluator for purposes of clarifying the written observation report within five (5) working days after the teacher has received his/her copy of the report. By failing to submit the written request the teacher has waived his/her right to this conference.
7. If an evaluator rates a teacher unsatisfactory in a category of the observation report, the evaluator shall identify in writing specific ways in which the teacher is to improve and of assistance that is available. The evaluator will provide the tenure teacher with an individualized plan of improvement in consultation with the teacher.
8. The final formal evaluation and post conference for tenure teachers shall be completed no later than June 1, unless a recommendation for dismissal of a tenure teacher is made (based on teacher evaluation), in which case the final evaluation report and post conference shall be completed no

later than May 1. The evaluatee and evaluator may agree in writing to extend the May 1 timeline.

9. A copy of the final evaluation report shall become a part of the evaluatee's personnel file. The report shall contain the signature of the evaluator and the signature of the evaluatee. The evaluatee's signature shall indicate s/he has read and is familiar with the evaluator's report, but the signature does not necessarily imply agreement with the final evaluation report. The evaluatee will have ten (10) work days in which to respond in writing to the final evaluation report. The response shall be included with the final evaluation report in the evaluatee's file.
10. If dismissal is recommended, the final evaluation report shall be submitted to the Superintendent. The Superintendent shall meet with the teacher and Association representative before determining whether to recommend the Board seek the evaluatee's dismissal.

MANCELONA PUBLIC SCHOOLS  
FINAL TEACHER EVALUATION

Member \_\_\_\_\_ Evaluator \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

1st year probation \_\_\_\_\_  
2nd year probation \_\_\_\_\_  
3rd year probation \_\_\_\_\_  
4th year probation \_\_\_\_\_  
Tenure \_\_\_\_\_

The following are to be attached to this FINAL TEACHER EVALUATION:

1. The completed and signed TEACHER EVALUATION FORM.
2. A narrative summary of teacher performance and progress in meeting goals (including those identified in any individualized development plans) within the "OTHER COMMENTS" section of the TEACHER EVALUATION FORM.

Pre-evaluation Conference Date \_\_\_\_\_

Classroom Observation #1 Date \_\_\_\_\_

Classroom Observation #2 Date \_\_\_\_\_

## TEACHER EVALUATION FORM

S= Satisfactory

U= Unsatisfactory

COMMENTS/RECOMMENDATIONS	ITEMS
<b>KNOWLEDGE OF SUBJECT MATTER</b>	<p><b>KNOWLEDGE OF SUBJECT MATTER</b></p> <p>_____ Teacher demonstrates knowledge, understanding and application of subject matter</p>
<b>TEACHER STRATEGIES AND TECHNIQUES</b>	<p><b>TEACHER STRATEGIES AND TECHNIQUES</b></p> <p>_____ Teacher uses varied methods of presentation</p> <p>_____ Teacher provides opportunities for and encourages pupil participation</p> <p>_____ Teacher speaks clearly and grammatically correct</p> <p>_____ Teacher handles transition periods smoothly and efficiently</p> <p>_____ Teacher provides positive feedback or commendation to students whenever appropriate</p> <p>_____ Teacher evaluates curriculum content periodically</p> <p>_____ Teacher periodically evaluates pupil achievement</p> <p>_____ Teacher provides feedback regarding student progress</p>
<b>CLASSROOM MANAGEMENT</b>	<p><b>CLASSROOM MANAGEMENT</b></p> <p>_____ Teacher minimizes disruptions and delays</p> <p>_____ Teacher establishes and conducts effective procedural routines</p> <p>_____ Teacher encourages considerate behavior and language from students</p> <p>_____ Teacher prepares and maintains accurate records in such areas as attendance and evaluation results</p> <p>_____ Teacher manages class time effectively</p> <p>_____ Teacher develops and/or maintains classroom instructional materials and equipment</p>
<b>LESSON PLAN ORGANIZATION</b>	<p><b>LESSON PLAN ORGANIZATION</b></p> <p>_____ State Standards and Benchmarks are documented</p> <p>_____ Teacher plans lessons and/or lesson objectives on a daily basis</p> <p>_____ Teacher assembles necessary teaching materials prior to lesson</p>

	<p><b>presentation</b></p> <ul style="list-style-type: none"> <li>___ <b>Teacher provides variety in instructional techniques</b></li> <li>___ <b>Teacher plans instructional programs in accordance with student needs</b></li> </ul>
<b>WORKING RELATIONSHIPS: Admin, Staff, Parents, and Students</b>	<p><b>WORKING RELATIONSHIPS: Admin, Staff, Parents, and Students</b></p> <ul style="list-style-type: none"> <li>___ <b>Shows interest in student's welfare</b></li> <li>___ <b>Students show respect for teacher</b></li> <li>___ <b>Students are willing to seek teacher's help</b></li> <li>___ <b>Teacher works cooperatively with other staff and the administration in trying to achieve school goals</b></li> <li>___ <b>Teacher exhibits professional attitudes and behaviors toward colleagues</b></li> </ul>
<b>ADAPTABILITY</b>	<p><b>ADAPTABILITY</b></p> <ul style="list-style-type: none"> <li>___ <b>Teacher carries out required school regulations and administrative requests</b></li> </ul>
<b>PROFESSIONAL GROWTH</b>	<p><b>PROFESSIONAL GROWTH</b></p> <ul style="list-style-type: none"> <li>___ <b>Teacher participates in courses and/or in-service training programs</b></li> <li>___ <b>Teacher develops ways of applying recently acquired professional knowledge/skills in the school/classroom environment</b></li> </ul>

**OTHER COMMENTS:**

**Administrative Evaluation of Teaching Performance:**  
**SATISFACTORY**                      -Circle One-  
**UNSATISFACTORY**

\_\_\_\_\_  
**Member's Signature    Date**

\_\_\_\_\_  
**Evaluator's Signature    Date**



MANCELONA PUBLIC SCHOOLS  
CLASSROOM OBSERVATION

MEMBER \_\_\_\_\_ EVALUATOR \_\_\_\_\_

BUILDING & ASSIGNMENT \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

DATE \_\_\_\_\_ Time \_\_\_\_\_

EVALUATION STATUS:

1<sup>st</sup> year probation \_\_\_\_\_ 3<sup>rd</sup> year probation \_\_\_\_\_

2<sup>nd</sup> year probation \_\_\_\_\_ 4<sup>th</sup> year probation \_\_\_\_\_

Tenure \_\_\_\_\_

CLASSROOM OBSERVATIONS:

1. Knowledge of Subject Matter
2. Teaching Strategies and Techniques
3. Classroom Management
4. Lesson Plan Organization
5. Working relationships: administration, department, staff, parents and students
6. Adaptability
7. Professional Growth

SUGGESTIONS/ADDITIONAL COMMENTS:

1. Knowledge of Subject Matter
2. Teaching Strategies and Techniques
3. Classroom Management
4. Lesson Plan Organization
5. Working relationships: administration, department, staff, parents and students
6. Adaptability
7. Professional Growth

Therefore, considering all elements of this observation, I consider the performance of this teacher:

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

EVALUATOR \_\_\_\_\_ DATE \_\_\_\_\_  
(Signature)

MEMBER \_\_\_\_\_ DATE \_\_\_\_\_  
(Signature)

## SECTION 2.6 - REDUCTIONS AND RECALL

- A. In the event the Board of Education finds it necessary to reduce the number of teaching personnel, it reserves the right to select the academic department(s) and the schools in which the reduction in personnel shall take place.
- B. The Association shall be informed of the reason(s) for reduction in personnel. In the event an anticipated lay off would result in existing staff teaching other than their normal load, the person to be laid off would have the option of continuing in his/her position at a reduced schedule.
- C. Teaching personnel shall be reduced and vacancies filled in the following order:
  - 1. The number of teaching personnel shall be reduced in the following order:
    - a. Certification: Defined as possessing a valid provisional, continuing, professional, or permanent certificate appropriate to the teaching level and following State of Michigan and Federal certification requirements.
    - b. Qualifications: Defined as possessing a major or minor appropriate to the teaching assignment, and meeting any accrediting requirements that may apply to the district at the time and following State of Michigan and Federal certification requirements.
    - c. Years of service to the District.
  - 2. If a vacancy or reduction in staff in the school system occurs and an individual teacher with the seniority rights within the District applies for that position, he/she must either:
    - a. Meet the certification and qualifications listed above.
- D. Order of Recall
  - 1. Teaching personnel shall be recalled to work in the following order:
    - a. Teachers according to (1) certification, (2) qualifications, and (3) years of service in the District, in that order. For purposes of Section D, certification and qualifications shall be defined as in C above and shall be null and void if in conflict with State of Michigan or Federal certification/qualification

requirements or guidelines, if it would weaken State of Michigan or Federal certification/qualification requirements or guidelines, or if district funding would be decreased due to implementation of the above paragraph.

- b. Other certified and qualified teachers as needed and available, in that order.

E. Reduction Procedures

1. The Board shall give a minimum of thirty (30) days notice of layoff in cases of reduced enrollment or insufficient funds.
2. The Board shall give written notice of recall from layoff by mailing a registered or certified letter to the teacher at his/her last known address at least seven (7) calendar days prior to the date of return to work.
3. The teacher shall report to work upon the date specified by the Board. Failure to report on that date shall terminate his/her individual employment contract unless prior arrangements have been agreed upon with the Superintendent.

- F. A bargaining unit member who is required, pursuant to the ESEA, to be "highly qualified" for his/her teaching assignment (as defined by the ESEA and the Michigan Department of Education) by the end of the 2005-06 school year, and is not "highly qualified" for his/her teaching assignment, shall be granted the first vacancy he/she applies for provided he/she is "highly qualified" for the vacancy. After June 30, 2006, if a member's position is eliminated or reduced, the teacher will be allowed to displace the least senior employee in any position for which they are highly qualified. If said teacher is not highly qualified for any other positions, he/she shall be subject to the layoff and recall provisions of this article. The newly displaced teacher would then be subject to the appropriate options contained within this article as if his/her current position had been eliminated.

G. Other Conditions

1. The process of reduction shall not be contrary to the priority established under the Tenure Act.
2. Nothing herein stated shall be construed as a waiver of any right that an individual teacher may have under the Tenure Act.

3. Teachers recalled to duty shall retain accumulated leave time and shall be returned to the step on the salary schedule held at the time of layoff. Teachers shall maintain their position on the seniority list.
4. Any layoff under this article shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any teacher's individual employment contract or under this Master Agreement. Persons laid off will be entitled to fringe benefits equal to the proration of time worked.
5. Members that are laid off will not be required to accept recall to positions that are less than the number of hours of employment scheduled at the time of layoff. Such refusal will not disqualify them from future recall rights as stipulated in this contract.

## SECTION 2.7 - DISCIPLINE OF TEACHERS

- A. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action. Any reprimand, suspension, discharge, or other disciplinary action will be for just cause.
- B. Teachers and the Association shall be given copies of all entries in their files which might be used as reliance for action against them and shall acknowledge receipt of the same by their signature on the original document. In the event that any teacher refuses to sign acknowledgment of receipt, the copies shall, instead, be furnished to the Association for transmittal and the Association guarantees to make acknowledgment that the Board has furnished the copy. Copies of past entries, prior to the date of this Agreement, will be supplied upon written request from a teacher.
- C. Any complaint made in reference to a teacher or person, for whom the teacher is administratively responsible, by any parent, student, or other person will be promptly called to the attention of the teacher unless confidentiality is protected by law. In the event of a complaint, where confidentiality is not protected by law, a cooperative effort involving the administrator and the teacher will be made to determine the validity of said complaint and to reach a positive resolution to any valid complaint.
- D. If a teacher is to be subject to written reprimand by the Board or its agents, the teacher shall be entitled to have a representative of the Association present.

## SECTION 2.8 - 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 2.9 - 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.
- 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 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.

### 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. Elementary and middle school teachers shall be required to be on duty between 8:10 a.m. and 3:20 p.m. High school teachers shall be on duty from 8:05 a.m. until 3:15 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 35 minutes per day, which equates to 175 minutes per week, of duty free release time to be distributed as determined by the principal, following consultation with the elementary staff. The additional release time of 100 minutes per week for grades 1 – 4 teachers will be provided through duty free released time, during which time their students are assigned to special teachers (music, art, science, P.E. and others). Kindergarten teachers will be given 100 minutes per week for each section taught.
- 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 fifteen dollars (\$15.00) per hour for the 2010/2011 school year and eighteen dollars per hour (\$18.00) for subsequent school years.
- 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. Participation or non-participation shall not be used as a criterion for evaluation, discipline, discharge, assignment or any other terms or conditions of employment.
  - c. No employee shall suffer loss or reduction of bargaining unit employment as a result of the implementation of any plan adopted by the committee.
  - d. The parties have identified that S.I.P. committees shall not address any of the following matters:
    1. Wages
    2. Fringe benefits
    3. Employee performance/evaluation
    4. Contract grievance
    5. Employee discipline

- e. 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.

8. If a tenured teacher is placed on an individualized development plan (IDP), they shall be assigned a mentor for the entire period of the IDP.

## SECTION 3.5 - TEACHING CONDITIONS

- A. The following class size standards shall be considered in effect.

### Young Fives Developmental Kindergarten

Maximum 15 students.

### Kindergarten - Grade 2

- 1 hour/day aide time over 25 students.
- 2 hours/day aide time over 27 students.
- 3 hours/day aide time over 30 students.

### Grades 3-6

- 1 hour/day aide time over 27 students.
- 2 hours/day aide time over 29 students.
- 3 hours/day aide time over 32 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, woods, metals, drafting, home economics maximum as directed by the facility.

Art, music, theater, maximum students by agreement between the instructor and the administrator.

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

- B. Students mainstreamed into a non-special education class shall be counted as two (2) students for the purpose of this section.

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.

Kindergarten shall be treated as two separate class sessions.

- 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 unless placement is part of the Master Teacher Program, Section 5.3 D.

- E. The performance of duties under this section will not become part of the teacher's year-end evaluation.

#### 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 two (2) days per year for personal business, without loss of pay, not to be deducted from sick leave, accumulative to four (4) days. The fourth 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.
- 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 40 cents per mile.
  - 2. Meals not to exceed: Breakfast - \$5.00; Lunch - \$8.00; Dinner - \$15.00 and tax - plus up to 15% for gratuity.
  - 3. Lodging not to exceed \$50.00 per person per day, double occupancy, \$80.00 per person per day, single occupancy. 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.
- 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. Teachers returning from leaves as described above shall be reinstated to his/her former position or a substantially similar one.
- E. 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 1/181 of his/her salary. Such days may be used only with the approval of the Superintendent.
- F. 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.
- G. 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.
10. Upon return the teacher shall return to the same position held before the leave, unless that position has been eliminated. In such case, the teacher will be placed in a position for which he/she is certified and qualified.

#### 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, grandchildren, father-in-law, mother-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	XVA 2 Rider \$10/\$20 Prescription
Office Visit	\$10
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 (80/80/80:1300)
Negotiated Life	\$40,000, AD&D
Vision	VSP-3

### 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 in the amount of the Choices II Single Subscriber rate. 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 their health insurance provided, at no cost to the spouse, for an additional 30 days after the previous month's coverage has expired.

The employer shall reimburse prescription drug copays for generic drugs in excess of \$5 up to \$10 and name brand drugs in excess of \$10 up to \$20 upon submission of a pharmacy printout on a quarterly basis. The minimum information required is the name of the insured person, RX number, name of pharmacy, date, and amount.

The employer shall reimburse the cost of office visit copays in excess of \$5 up to \$10 upon submission of a receipt from the doctor's office on a quarterly basis.

No requests for reimbursement for prescription or office visit copays will be paid if not submitted according to the following schedule:

January to March receipts submitted by April 15<sup>th</sup>  
April to June receipts submitted by July 15<sup>th</sup>  
July to September receipts submitted by October 15<sup>th</sup>  
October to December receipts submitted by January 15<sup>th</sup>

- A. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve month period commencing September 1 and ending August 31 even though the teacher may not be returning the next school year. 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.

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 amount of subsidy, 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.

- B. Part-time regular teachers.

1. Teachers employed 1/2 time or more but less than full time may choose from the following:
  - a. Plan B as outlined in Section 5.1 A.
  - b. Pro-rata share (based on employed time) of health insurance (Choices II.) The pro-rata share shall be no less than the equivalent of the single subscriber rate. The balance of the premium shall be deducted from their paycheck.
2. Teachers employed less than 1/2 time shall qualify for a pro-rata share (based on time employed) of current health insurance. The balance of the premium shall be deducted from their paycheck.

## SECTION 5.2 - COMPENSATION (TUITION AND 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. 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 \$1350 per term for the 2010/2011 contract year and \$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.
- C. Longevity shall be paid when the teacher reaches the following years of service and will be figured on the Schedule listed below:

### 2005/2006

#### YEAR

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 Readiness IV grant funds will be the BA-5 level on the salary schedule.

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. This credit requirement shall apply immediately in determining initial salary lane placement for teachers hired after September 1, 2006. Additionally, the graduate level course credit requirement for salary lane advancement will apply to all teachers for credits earned after September 1, 2006.

- B. 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 thirty-five (\$35.00) 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.
- C. If a teacher shall teach more than the normal teaching load as set forth in Section 3.6, 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.

D. 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.

Application for 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.

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.

- E. 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 (MPERS) 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 "C" and implement the salary reduction (payroll authorization) agreement attached to this agreement as Appendix "D" 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 "D." The teacher shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPERS.

#### SECTION 5.4 - EXTRA CURRICULAR COMPENSATION

- A. Teachers will be paid at a percentage for the number of years experience in any given extra curricular activity. Teachers shall be paid according to their vertical track of the salary schedule. The teacher shall have the option of being paid or  $\frac{1}{2}$  pay on the first pay in December and the other  $\frac{1}{2}$  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.

	<u>2010/2011</u>	<u>2011/2012</u>
Head Football	10%	8%
Head Basketball	10%	8%
Head Baseball	7%	5%
Head Track	7%	5%
Head Softball	7%	5%
Golf	5%	4%
JV Baseball	4%	3%
JV Softball	4%	3%
Cross Country	7%	5%
Assistant Track	4%	3%
Assistant Football	7%	5%
JV Basketball	7%	5%
7th Grade Basketball	4%	3%
8th Grade Basketball	4%	3%
9th Grade Basketball	6%	5%
MS Football	4%	3%
MS Track	4%	3%
MS Wrestling	4%	3%
Elementary Basketball	3%	2%
Varsity Volleyball	10%	8%
JV Volleyball	7%	5%
Wrestling	10%	8%
Cheer	7%	5%
JV Cheer	4%	3%
Athletic Director (1 hr. release time)	12.5%	10.5%
Choir Director (per job description)	4%	4%
Yearbook	8%	8%
Newspaper	4%	4%
Senior Class Advisor	4%	4%
Junior Class Advisor	4%	4%
Class Advisor 7-10	3%	3%
Student Council	4%	4%
Band Director	12.5%	12.5%
Club Directors	3%	3%
Media Specialist	5%	5%
School Improvement Chair		
Beginning 2001/02	2%	2%
(per building)		
Safety Patrol Supervisor	4%	4%
Class Plays	4%	4%
Musical Class Plays	5%	5%
National Honor Society	4%	4%
Junior National Honor Society	4%	4%
Middle School Yearbook	4%	4%
Spelling Bee Coordinator	3%	3%
Ski Club/Team	3%	3%
Odyssey of the Mind	3%	3%
SADD Advisor	3%	3%
Driver Education	\$15.00 per hour	



Kindergarten round-up

1 paid day at 1/181 of his/her salary, and two comp. days. Positions with prior approval of the Superintendent.

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	\$10.00 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 8<sup>th</sup> pay, 15<sup>th</sup> pay and 21<sup>st</sup> 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 extra curricular 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 1/181 of his/her salary for each day required to work before school opens and after school is out.

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:

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Signature  
President of the Board

Date

C. Position of the Association:

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Signature

Date

STEP III

A. Date submitted to arbitration:

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B. Disposition and award of arbitrator:

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Signature of Arbitrator

Date

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

MANCELONA PUBLIC SCHOOLS  
BOARD OF EDUCATION

By \_\_\_\_\_ By \_\_\_\_\_  
Chairperson, NMEA President

By \_\_\_\_\_ By \_\_\_\_\_  
NMEA Staff Director Vice-President

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

By \_\_\_\_\_ By \_\_\_\_\_  
Chairperson, Negotiating Committee Treasurer

By \_\_\_\_\_ By \_\_\_\_\_  
Negotiating Committee Member Trustee

By \_\_\_\_\_ By \_\_\_\_\_  
Negotiating Committee Member Trustee

By \_\_\_\_\_ By \_\_\_\_\_  
Negotiating Committee Member Trustee

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010

APPENDIX A  
2010/2011 Salary Schedule

**2010-2011 SALARY SCALE**

STEP	BA	BA+20	BA+30	MA	MA+15	MA+30
1	34,945	35,624	37,368	37,592	39,628	40,816
2	36,691	37,371	39,245	39,471	41,508	42,752
3	38,440	39,118	41,124	41,349	43,385	44,688
4	40,187	40,866	43,003	43,227	45,264	46,623
5	41,935	42,613	44,883	45,107	47,144	48,559
6	43,682	44,360	46,761	46,986	49,023	50,493
7	45,430	46,109	48,639	48,865	50,901	52,428
8	47,177	47,855	50,519	50,744	52,780	54,364
9	48,925	49,604	52,398	52,622	54,659	56,300
10	50,672	51,351	54,276	54,501	56,538	58,234
11	52,418	53,098	56,155	56,380	58,418	60,170
15	53,991	54,692	57,846	58,071	60,170	61,975
20	55,612	56,332	59,588	59,813	61,975	63,834
25	57,335	60,326	61,443	61,667	63,896	65,813

## 2011-2012 SALARY SCALE

STEP	BA	BA+20	BA+30	MA	MA+15	MA+30
1	35,294	35,980	37,742	37,968	40,024	41,224
2	37,058	37,745	39,637	39,866	41,923	43,180
3	38,824	39,509	41,535	41,762	43,819	45,135
4	40,589	41,275	43,433	43,659	45,717	47,089
5	42,354	43,039	45,332	45,558	47,615	49,045
6	44,119	44,804	47,229	47,456	49,513	50,998
7	45,884	46,570	49,125	49,354	51,410	52,952
8	47,649	48,334	51,024	51,252	53,308	54,908
9	49,414	50,100	52,922	53,148	55,206	56,863
10	51,179	51,865	54,819	55,046	57,103	58,816
11	52,942	53,629	56,717	56,944	59,002	60,772
15	54,531	55,239	58,424	58,652	60,772	62,595
20	56,168	56,895	60,184	60,411	62,595	64,472
25	57,908	60,929	62,057	62,284	64,535	66,471

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 (MPERS) 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 MPERS;

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 MPERS retirement plan requirements.

This resolution shall have an effective date of \_\_\_\_\_, 200\_\_ .

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 \_\_\_\_\_

**MANCELONA PUBLIC SCHOOLS**  
**Strong Kids, Strong Education**  
School Calendar 2010-2011

August 30, 2010 August 31, 2010	Professional Dev./Teacher work day – Meet the Teacher Night Professional Dev. day for teachers
September 7, 2010	First day of School – full day for students and teachers
November 1, 2010 November 11, 2010 Conference	No school for students – full day for staff (RSDD) No school for students – A.M. Professional Dev.; P.M. Parent/Teacher
November 24, 2010 November 29, 2010	No School for students – A.M. Professional Dev. School Resumes
December 23, 2010	No School - Winter Recess Begins
January 3, 2011 January 21, 2011	School Resumes No School for students – A.M. Professional Dev. P.M. (Record Day)
February 18, 2011 February 21, 2011	No School – Midwinter Recess No School – Midwinter Recess
March 11, 2011 March 24, 2011 March 25, 2011	No school for students – full day for staff, Professional Development ½ day students – Parent/Teacher Conference ½ day students and staff - Spring Recess begins at end of half day of school
April 4, 2011 April 22, 2011	School Resumes No School – Good Friday
May 30, 2011	No School – Memorial Day Recess
June 8, 2011	Last day of school – ½ day students, full day for staff