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MASTER CONTRACT  
BETWEEN  
THE MACKINAW CITY BOARD OF EDUCATION  
and  
NORTHERN MICHIGAN EDUCATION ASSOCIATION  
1988-92

*Mackinaw City Public Schools*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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SECTION 1.4 - AGREEMENT SIGNATURE PAGE

This agreement shall be effective as of September 1, 1988 and shall continue in effect for four (4) years until August 31, 1992. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

NORTHERN MICHIGAN EDUCATION  
ASSOCIATION/MEA/NEA

By *Daniel W. Bennett*  
President

By *Don Hinman*  
NMEA Staff Liaison

By *M. Kay Hinman*  
Chief Spokesperson

By *James Alford*  
P.N. Committee Chairperson

By \_\_\_\_\_  
P.N. Committee Member

By \_\_\_\_\_  
P.N. Committee Member

By \_\_\_\_\_  
P.N. Committee Member

MACKINAW CITY PUBLIC SCHOOLS  
BOARD OF EDUCATION

By *Assunta Herrick*  
President

By *Arthur G. Schneider*  
Vice President

By *James E. Jamlyn*  
Secretary

By *Paul S. Taylor*  
Treasurer

By *Barbara A. Beck*  
Trustee

By *Patricia M. [unclear]*  
Trustee

By *Heather [unclear]*  
Trustee

Dated this *9th* day of *November*, 1988

ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments and Contributions in the Association which sum shall be in the amount of \$ \_\_\_\_\_ for the school year 1986 - 1987, and shall thereafter be as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and By-Laws. Pursuant to such authorization, the Board shall deduct such dues, assessments and contributions from the regular salary check of the teacher each pay period beginning in September. Any teacher who shall not perform services for any entire month of the school year shall not be required to pay dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract. The Board will remit the full amount of dues for all members of the Association no later than November 30 of each year.
- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- C. This article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

FINANCIAL RESPONSIBILITY

- A. On or before the 30th of September of each year, the Association shall notify the Board of the amount of the annual dues payable by members of the Association, and the equivalent amount payable by non-members pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in equal installments, as nearly as may be, from the paychecks of each teacher who has executed an individual contract of employment, and promptly pay such amount over to the Association or its delegees. Upon remitting such amounts, the Board shall have no further liability or responsibility with respect thereto.
- B. The parties agree that every teacher suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 569 of the School Code and that every such contract shall contain the following:
- "This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of teachers employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting this contract, you agree to be bound by all such terms, including wage deduction provisions thereof."
- C. Those teachers who made application and/or were members during the 1979-80 school year shall remain members or pay equal to the dues of the United Teaching Profession of the Northern Michigan Education Association. And, further, that any employees who hereinafter join the Association or new members employed by the Mackinaw City School District shall be bound by Section 1.7 above. Those teachers who were not members of the Association during the 1979-80 school year are not bound by Section 1.7, Paragraphs A and B.

SCHOOL CALENDAR

- A. The parties agree that all aspects of the school calendar are negotiable including length of the school year, and further agree that the school calendar shall be set forth in Section 6.2. Any deviation shall be by mutual written consent.
- B. The school calendar shall be coordinated with the Cheboygan Area Schools and/or the Intermediate School District. Machinery for insuring its mutuality shall be established between the school districts and the Association.
- C. Spring recess should be established on the following criteria:
  - a. Early Easter - late recess
  - b. Late Easter - early recess.
- D. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, may be re-scheduled in the discretion of the Board of Education to insure that there are a minimum of one hundred eighty (180) days of actual student instruction. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation. The actual dates on which any makeup days will be held will be negotiated by two designated representatives of the Association and two designated representatives of the Board of Education. Any agreement reached by such representatives will be binding on the Association without a formal ratification vote. In the event an agreement cannot be reached regarding the dates on which the makeup days will be held by March 15, the Board of Education shall establish such days.

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order, policy, or regulation of the Board may be processed as a grievance as hereinafter provided. F
- B. In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative. The grievance must be filed within fifteen (15) calendar days of the violation, misinterpretation or misapplication, or within fifteen (15) calendar days of the discovery thereof.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on a form provided by the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him. G
- D. Within five (5) calendar days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association. H I
- E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within ten (10) calendar days, the superintendent or his designee shall meet with the Association on the grievance J

and shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.

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- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting (or ten calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the superintendent shall use his best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J.. Notwithstanding the expiration of this Agreement, any claim or



grievance arising thereunder may be processed through the grievance procedure until resolution.

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

- O. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least sixty (60) days prior to the expiration of this Agreement the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

JUST CAUSE

- A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, or reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof, shall be subject to the professional grievance negotiations procedure hereinafter set forth.
- B. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the teacher shall be advised immediately of said possibility and be advised of the right to representation under this provision of the agreement.

SECTION TWO

EMPLOYEE RELATIONSHIPS

Section 2.1

VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to vacancies and new positions to consider the interests and aspirations of its teachers. Vacancies occurring within the bargaining unit and within the total professional staff, including newly created positions, shall be posted on a designated bulletin board in each building along with a copy of such posting to the Association. Positions as above described shall be posted at least ten (10) school days prior to being filled. Teachers may apply for such positions by submitting a written application to the personnel office. Said positions will be filled on the basis of the experience, competency, qualifications of the applicant and length of service in the District. When experience, competency and qualifications are substantially equal, the applicant with greater seniority shall be given preference.
- B. During the summer months when regular school is not in session, the Board will post in the personnel office all vacancies as above described and shall also forward at the same time copies of said vacancies to all teachers and the Association. Positions so posted shall remain posted at least fifteen (15) calendar days prior to being filled. Application may be made in the same manner as above described. Likewise, positions shall be filled on the same basis as provided in Paragraph A above.
- C. Involuntary transfers may be effected only for reasonable and just cause. Prior to the effectuation of any involuntary transfer, the Superintendent shall provide the affected teacher and the Association written reasons for the transfer.
- D. When involuntary transfers are effected for a necessary reduction in a school's staff allocation due to reduced student enrollments or the closing and/or consolidation of a building, said

transfers will be made on the basis of years of service in the district; that teacher in the affected building possessing the least amount of service and applicable certification being transferred first.

- E. 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. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- F. A teacher will have the right to review the contents of all records, excluding initial references, of the district pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such review.
- G. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The teacher may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. If the material to be placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. When a teacher is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file.
- H. The Board agrees that it will in no way discriminate against or between employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age,

sex, marital status, physical characteristics, or place of residence.

- I. All communications obtained by a teacher in confidence during the course of his/her professional duties which if disclosed to other persons might result in substantial and irreparable harm to the student involved need not, except with the consent of said teacher, be disclosed to anyone, including but not limited to any school administrator, parent or guardian, unless such disclosure has been determined to be required by law. In addition, the refusal to reveal such information shall not be considered cause for discipline or dismissal nor may any reference to such a refusal become part of any personnel record unless such refusal is made in bad faith by the teacher.

TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation or other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power and under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.
- C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with the information which may be necessary for the Association to process any grievance or complaint.



D. Reprimand in presence of students, faculty, or others will not be indulged in; such reprimands will be private with only those involved present.

TEACHER QUALIFICATIONS AND ASSIGNMENTS

- A. All new teachers including substitutes employed by the Board for any regular teaching assignment shall have a bachelor's degree from a NCATE accredited college or university, a provisional or permanent certificate, and not less than ten (10) weeks of supervised student teaching experience with a certified teacher or teachers in a K-12 school district.
- B. The employment of teachers without provisional, permanent or continuing certification is to be permitted only in cases of absolute necessity when no qualified applicants are available and following an active search by school officials, and the Association shall be so notified in each instance. Any person so employed must complete requirements for and obtain provisional, permanent, or continuing certification to be re-employed for a second year.
- C. The Board shall file for and pursue the renewal of annual vocational authorization permits for teachers certified under Section 390.1165, Rule 65, Administrative Rules Governing the Certification of Michigan Teachers. Teachers affected will be notified in writing at the earliest possible date that certification has been applied for and will be informed of the acceptance or rejection of the renewal immediately.
- D. The Board further agrees to give preference to laid off Michigan teachers when filling vacancies with applicants from outside the District.
- E. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be so notified in each instance and shall be provided with a written statement of reasons for such assignment. Temporary shall be defined for purposes of this Article as not to extend beyond the current semester.
- F. All teachers shall be given written notice of their assignment for the forthcoming school year no later than June 1. For

elementary teachers such notice shall include building and grade level. For secondary teachers such notice shall include building, department(s) and a listing of courses to be taught. If a teacher's assignment for the forthcoming school year represents a change in the assignment currently held by the teacher, such reassignment will only be made upon prior consultation with the affected teacher and only for reasonable and just cause. In the event that changes in a teacher's June assignment as to building, grade level, or department(s) are proposed after the June date, such changes shall be considered an involuntary transfer and shall, therefore, be implemented only for reasonable and just cause.

- G. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix \_\_\_\_\_ and summer school courses shall not be obligatory, but shall be with the consent of the teacher. All such positions when vacant shall be posted and filled in accordance with paragraph A. of Section 2.1 of this Agreement.
- H. Two Way Interactive Television. It is agreed that two-way interactive television will be an alternative to be used for the instruction of students in the Mackinaw City Public Schools. Teachers are encouraged to develop classes for use in the system. Teacher assignments to teach classes utilizing two way interactive television will be voluntary for teachers. All credit classes will be taught by certified teachers. Teachers shall not be responsible for the behavior of the students at the remote sites where instruction is being sent by the Mackinaw City Public School. Teachers will be provided with training to teach them methods of instruction for the new system. This training will be at no cost to the instructor. The sending school district shall be the employer. Classes produced shall not be copied or reproduced in any manner so as to cause any teacher to be replaced.

The use of the two-way interactive t.v. program shall not cause any teacher to be laid off.

Since this is an exploratory program, the parties agree to meet on demand to bargain hours and terms or conditions of employment that are not herein covered.

TEACHER EVALUATION

- A. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher's responsibilities. All such responsibilities shall have been previously approved by the Association as appropriate for the teaching position involved. Teachers will be informed of the specific criterion upon which they will be evaluated.
- B. It shall be a major administrative responsibility to assist teacher to become oriented to the district and improve instruction through direct observation of the teacher's work and providing written summaries of those observations together with any recommendations the administrator may have for the teacher. Probationary teachers shall be so observed at least three times per year, and tenure teachers shall be so observed at least once per year.
- C. All monitoring or observation of the work performance of a teacher shall be conducted openly. Public address or audio systems and similar surveillance devices shall be used with the full knowledge of the teacher.
- D. Each observation may be preceded by a pre-observation conference between the administrator and the teacher so that the administrator can be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation during which the teacher is to be observed.
- E. An observation of the teacher shall be for not less than thirty (30) minutes or the duration of a particular teaching unit.
- F. The administrator shall prepare and submit a written report and recommendations to the teacher within ten days of the observation. If an administrator believes a teacher is doing unacceptable work, the reasons, therefore, shall be set forth in specific terms as shall an indentification of the specific ways in which the teacher is to improve and the assistance with attaining said improvement to be given by the administrator and other staff members.

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In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

- G. The administrator shall hold a post-observation conference at the request of the teacher for the purpose of clarifying the written report and recommendations. Such a conference shall be held within a reasonable period of time of the submission of the written report to the teacher.
- H. A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question.
- I. No evaluation shall unduly interfere with the normal teaching-learning process.

REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

- A. No later than thirty (30) days following the ratification of this Agreement, and by every September 30 thereafter, the Board shall prepare a seniority list. Seniority is defined as length of service within the local bargaining unit. All teachers shall be ranked on the list in the order of their effective date of employment. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected, will participate in a drawing to determine placement on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.
- B. The seniority list shall be published and posted conspicuously in all buildings of the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- C. All seniority is lost when employment is severed by resignation, retirement, discharge for cause; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.
- D. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to decreased student enrollment or shortage of revenues.
- E. Layoff Procedure In order to promote an orderly reduction in personnel, the following procedure will be used:
1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified and available to perform the duties of the position the probationary teacher is vacating or unless the position that the probationary teacher is vacating is being eliminated altogether.

2. If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority; i.e., those with the least seniority are to be laid off first.
3. A tenure teacher, who is laid off pursuant to this Article has the right to be placed in a teaching position for which he is certified to fill and which is occupied by a teacher with less seniority.
4. For the purposes of this Article "qualified" shall be defined in the following manner:
  - a. For placement in a K-6 grade level elementary position, a tenure teacher is qualified if he/she has elementary certification, as prescribed by the Michigan Teacher Certification Code.
  - b. For placement in a secondary teaching position (7-12) a tenure teacher is qualified if he/she is certified under the Michigan Teacher Certification Code.
- F. Laid off teachers shall be recalled to the first vacancy for which they are certified in reverse order of layoff. All laid off teachers shall be recalled immediately upon the resolution of any crisis which may have precipitated the reduction in staff.
- G. A laid off teacher shall be considered laid off until he/she is reinstated in the district. Refusal of an offer from the Board of a position for which the laid off teacher is certified, or failure to respond within thirty (30) calendar days of the receipt of a written offer of a position made by the Board shall be cause for termination.
- H. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
- I. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.



- J. All teachers subject to layoff shall receive full fringe benefits provided herein for the remainder of the contract year.
- K. A laid off teacher shall upon application be granted priority status on the district substitute teacher list.
- L. A laid off teacher may continue his/her health, dental and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the Board.
- M. During a period of impending layoffs, the Board may grant requests for voluntary leaves of absence to teachers who make such requests.
- N. In the event of a layoff, bargaining unit members will be notified at least thirty (30) days before such layoff.

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B

BOARD RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof of this agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

SECTION THREE  
TEACHING CONDITIONS

Section 3.1

STUDENT DISCIPLINE AND TEACHER PROTECTION

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

or injury. The Board agrees to indemnify teachers against any damages, fines, legal fees or other costs as a consequence of any act or omission authorized by a written statement of the Board and/or administration or by the provisions of this paragraph.

WORK DAY AND WORK HOURS

- A. Employees shall be required to report to work not earlier than 8:00 a.m. and shall be premitted to leave work at 3:30 p.m. On days preceding holidays and vacations, teachers shall be permitted to leave when pupils are dismissed.
- B. The normal weekly teaching load in the junior and senior high schools will not exceed 30 teaching periods and five (5) unassigned preparation periods.
- C. The normal teaching load in the elementary schools shall not exceed 30 hours of regular student contact per week.
- D. All bargaining unit members shall be entitled to a duty-free uninterrupted lunch period of at least 35 minutes, except while on noon duty.
- E. Nothing in this article shall require the Employer to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed to students due to the condtions above, bargaining unit members shall not be required to report for duty.

TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- C. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use, and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.
- D. The Board agrees to make available adequate typing, duplication, stencil and mimeograph facilities, and a copying machine to aid teachers in the preparation of instructional material.
- E. Notwithstanding their employment, teachers shall be entitled to full right of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

SECTION FOUR  
LEAVES OF ABSENCE

Section 4.1

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. At the beginning of every school year each teacher shall be credited with one (1) day to be used for the teacher's professional business. Professional business days may be used for any educational purpose at the discretion of the teacher. The teacher planning to use a professional business day shall notify his/her principal at least one week in advance of his/her absence. Professional business days shall be used for the purpose of:
1. Visitation to view other instructional techniques or programs
  2. Conferences, workshops, or seminars conducted by colleges or universities. The teacher may be requested to file a written report, within one week of his/her attendance at such visitation, conference, workshop, or seminar.
- B. At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least one day in advance, except in cases of emergency. No personal leave requested for a school day immediately before or after a Holiday or vacation period will be allowed unless there is an extreme emergency determined by the Superintendent. Personal leave days shall be available for the practice of individual religious preferences.
- C. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or factfinding, shall be paid his/her full salary for such time.
- D. A teacher shall be released from regular duties without loss of pay at least one day each semester for the purpose of participating in area or regional meetings of the Michigan Education Association.

SABBATICAL LEAVE

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



UNPAID LEAVES

- A. Any teacher whose personal illness extends beyond the period compensated under Section 4.4 shall be granted a leave of absence without pay. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position provided said teacher is mentally and/or physically capable of fulfilling the assignment.
- B. The Board will grant a leave of absence for children, without pay, to any regularly employed staff member, who has been employed one year or more. Such leaves of absence shall be for one full school year and may be renewed at the discretion of the Board.
- C. Any regular employee who may enlist or be conscripted into the defense forces of the United States for service or training shall be granted a military leave, without pay. He shall be reinstated in the school system with full credit for annual increments under the salary schedule upon a written request, supported by written proof of time in service and medical fitness that said candidate is fully qualified to perform the duties of said position. The application for reinstatement must be made within ninety (90) days from the date of release or discharge.
- D. Leave of absence without pay shall be granted upon application for the purposes of study, related to the teacher's licensed field; study to meet eligibility requirements for a license other than that held by the teacher; study research or special teaching assignment involving advantage to the school system.

ILLNESS AND DISABILITY

- A. Each teacher will be granted ten (10) days per year accumulative to ninety (90) days leave per year. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
1. Personal Illness or Disability - The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery. If the illness or disability is for an extensive period of time, the Board may require a statement from the physician.
  2. Death in the Immediate Family - The teacher may take a maximum of four (4) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, and grandparents.
  3. Other Deaths - The teacher may take one (1) day per death to attend the funeral of any person upon agreement with the superintendent.
  4. Medical or Nursing Care - The teacher may take three (3) days to make arrangements for medical or nursing care for a member of his/her immediate family. (See definition in #2 above)
  5. Illness in the Immediate Family - The teacher may take a maximum of four (4) days per illness upon agreement with the Superintendent. Immediate family shall be defined as in #2 above.
  6. Other - Leave day(s) may be used for any other event as determined by the Superintendent to be an emergency.
- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.
- C. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Workmen's Compensation Act for the duration of such absence.

SECTION FIVE  
COMPENSATION AND BENEFITS

Section 5.1

INSURANCE PROTECTION

A. Health Insurance:

1. The Board shall provide without cost to the bargaining unit member, full family health insurance, either MESSA Super Care II or MASB Set Ultra Med, Med Check (Board pays lower rate).

If a bargaining unit member elects to take SET Ultra Med, Med Chek when the Board is providing MESSA Super Care II (or vice versa) then said bargaining unit member may take the insurance by paying, through payroll deduction, the premium difference, if any.

2. It is the Board's intent to continue providing coverage which covers medical advances; however, if benefits are added in the sole area of dental or optical (i.e., no medical/hospitalization coverage involved) then the Board shall not be obligated to cover those non-medical/hospital dental/optical benefits.

In the event of dispute as to whether or not a benefit is exempted per A. 2. above, then the parties will meet to negotiate and resolve the dispute.

In the event of non-resolution through negotiations, the matter will be subject to the grievance procedure.

- B. The Board will provide each bargaining unit member who elects not to be covered by SET Ultra Med, Med Chek or MESSA Super Care II, with full family MESSA Super Care I without cost to the bargaining unit member.
- C. For bargaining unit members who are payroll deducting as provided in A. 1. above, the increased Board paid premium will be applied retroactively so as to have both rate changes effective concurrently.
- D. Annuity Coverage: Each bargaining unit member, in lieu of the health insurance, shall have annuity coverage. The amount of the annuity premium will not exceed the amount of the premium which the employee qualifies for.

- E. Term Life: The Board shall provide, without cost to the bargaining unit member, Term Life insurance protection in the amount of \$20,000 that shall be paid to the bargaining unit member's designated beneficiary. In the event of accidental death, the insurance shall pay double the specified amount.
- F. Dental:
- A. Upon submission of a written application, the Board shall provide either Delta Dental Plan 50/50/50 or MASB/SET Dental 50/50/50 with the incentive option, including internal and external coordination of benefits, without cost to the employee, for all bargaining unit members and their eligible immediate family dependents as defined by the United States Internal Revenue Service. The Association shall agree entirely as to which plan is selected and so notify the Board prior to the conclusion of each school year as to their intent for the upcoming year.
- B. Changes in family status shall be reported by the employee to the personnel office within 30 days of such changes. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- C. The Board agrees to provide the above mentioned benefit program within the underwriting rules and regulations as set forth by the carrier in the Master Agreement held by the policyholder.
- G. Long Term Disability: The Board shall provide, without cost to the employee, MESSA Long Term Disability Plan II at the appropriate premium. In accordance with Department of Labor Guidelines, benefits shall be payable to age 65 for all employees disabled prior to age 60. Employees disabled on or after age 61 will receive benefits up to 5 years or age 70--whichever occurs first. The Coverage shall be in effect September 1, 1980, and shall continue on a twelve (12) month basis for all employees who complete their contractual obligation OR WHO BECOME ELIGIBLE FOR THIS INSURANCE DURING THE PERIOD OF THEIR CONTRACTUAL OBLIGATION.
- H. Vision:
- A. Upon submission of a written application, the Board shall provide MASB/SET Ultra-Vision Basic Plan I, including internal and external coordination of benefits, without cost to the employee for all bargaining unit members and their eligible immediate family dependents as defined by the United States Internal Revenue Service.

B. Changes in family status shall be reported by the employee to the personnel office within 30 days of such changes. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

C. The Board agrees to provide the above mentioned benefit program within the underwriting rules and regulations as set forth by the carriers in the Master Agreement held by the policyholder.

SALARY SCHEDULE

The following are the 1988-92 schedules for the basic BA/BS Degree teacher salaries:

<u>Experience</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
0	17,555	18,784	20,099	21,506
1	18,468	19,761	21,144	22,624
2	19,377	20,733	22,184	23,738
3	20,289	21,709	23,229	24,855
4	21,201	22,685	24,273	25,972
5	22,113	23,661	25,317	27,089
6	23,023	24,635	26,359	28,204
7	23,936	25,612	27,405	29,323
8	24,844	26,583	28,444	30,435
9	25,757	27,560	29,489	31,553
10	26,668	28,535	30,532	32,669
11	27,589	29,520	31,586	33,797

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Section 5.2 of this Agreement. Such salary schedule shall remain in effect for the duration of this Agreement.
- B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, during normal teaching hours of the contracted school year. For extra work the teacher shall be entitled to appropriate additional professional compensation as hereinafter stated in Section 5.4 of this Agreement.
1. Part-time employees will be paid on a pro-rated basis (e.g. 3 classes = 3/6 pay). Benefits will be pro-rated accordingly within the provisions of the contract and the laws of the State of Michigan.
- C. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.
- D. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary, providing this pertains to local problems.
- E. In an emergency as determined by the Board of Education, teachers employed on an hourly basis shall be paid at the rate of \$12.00 per hour.
- F. A substitute shall be paid at the rate of \$27.00 per half day and \$42.00 per day.
- G. Teachers shall be paid every two (2) weeks, in twenty-six (26) equal paychecks or twenty (20) equal pay checks at the discretion of the teacher.
- H. Upon successful completion of additional study courses, teachers will receive \$35.00 per semester hour of credit earned.
- I. Supervision of extra-curricular activities over instructional duties such as selling at games, will be paid for at the rate \$10.00 for each person per activity or \$20.00 for chaperoning student buses after the regular day.
- J. 1989-92 Longevity: 11 years of teaching experience add \$500.00; 15 years of teaching experience add \$500.00 ; 20 years of teaching experience add \$500.00.

*Mockinow City EA*

k. 1988-92 Tracks: BA+10 hours add \$200.00; BA+18 add \$200;  
MA add \$600.00; MA+15 add \$300.00 and MA+30 add \$300.00.

Section 5.4

EXTRA CURRICULAR

The following percentages are on the BA/BS base of the Salary Schedule for 1986-87, 1987-88, 1988-89;

Head Basketball	11%	A.V. Director	4.4%
J.V. Basketball	7.7	Band	5.5
Jr. High Basketball	4.4	Noon Duty	4.4
Softball	4.4	Library	4.4
Baseball	4.4	Cheerleading	5.5
Drama	3.3	NHS	2.2
Yearbook	7.7		

*Marty*

RESEARCH DEPT  
JAN 5 1990



SECTION SIX

MISCELLANEOUS PROVISIONS

Section 6.1

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers will be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed by the Board, or hereafter employed by the Board.
- E. If any provision of this Agreement or any application of the of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

MACKINAW CITY PUBLIC SCHOOLS  
OFFICE OF THE SUPERINTENDENT  
SCHOOL CALENDAR  
1988-89

Week	Students	Teachers
Sept. 6-9 (Sept. 6 - Teachers 8:00, Students 12:00)	3½	4
Sept. 12-16	5	5
Sept. 19-23	5	5
Sept. 26-30	5	5
Oct. 3-7	5	5
Oct. 10-14	5	5
Oct. 17-21	5	5
Oct. 24-28	5	5
Oct. 31-Nov. 4 (Nov. 4 end of 1st marking period)	5 (44)	5 (44)
Nov. 7-11 (Nov. 9 Parent-Teacher Conf. 1-4p.m. Students dismiss at noon)	4½	5
Nov. 14-18	5	5
Nov. 21-23 (Nov. 24 & 25 Thanksgiving Recess)	3	3
Nov. 28 - Dec. 2	5	5
Dec. 5-9	5	5
Dec. 12-16	5	5
Dec. 19-23 (Students dismiss at 12:00 on 23rd)	4½	4½
Jan. 3-6	4	4
Jan. 9-13	5	5
Jan. 16-20 (Jan. 20 - students dismiss at 12:00) Semester Ends	5 (47)	5 (47)
Jan. 23-27	5	5
Jan. 30 - Feb. 3	5	5
Feb. 6-9 (Feb. 10-13 Mini-Break)	4	4
Feb. 13-17	5	5
Feb. 20-23	5	5
Feb. 28 - Mar. 3	4	4
Mar. 6-10	5	5
Mar. 13-17	5	5
Mar. 20-23 (Mar. 23 end of 3rd marking period) Easter Recess Mar. 24 -	4 (42)	4 (42)
April 2		
Apr. 3-7 (Apr. 5 Parent-Teacher Conf. 1-4 p.m. Students dismiss 12:00)	5	5
Apr. 10-14	5	5
Apr. 17-21	5	5
Apr. 24-28	5	5
May 1-5	5	5
May 8-12	5	5
May 15-19	5	5
May 22-25 (May 29 Memorial Day Recess)	5	5
May 30 - June 2	4	4
June 5-8	4 (48)	4 (48)
June 9 (Teachers' record day - no school for students)		
June 10 (Commencement at 2:00 p.m.)		
	(181)	(181)

RETIREMENT INCENTIVE

- A. If a bargaining unit member is eligible for Michigan Public School Employees Retirement Fund (i.e., has completed ten(10) years of service) and if the member is:

Age at Retirement	-Then- The Board Will Pay Upon Retirement
50	\$5,000
51	\$4,800
52	\$4,600
53	\$4,400
54	\$4,200
55	\$4,000
56	\$3,800
57	\$3,600
58	\$3,400
59	\$3,200
60	\$3,000
61	\$2,666
62	\$2,333
63	\$2,000

ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF  
THE DISTRICT

- A. This agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be annexed, consolidated, or otherwise reorganized.
  
- B. In the event that this district shall be annexed, consolidated, or otherwise reorganized with one or more districts in whole or in part, the Board will use every effort possible to assure the continued recognition of the Association and the continued employment of its members of such district.