

8/31/92

MASTER AGREEMENT

between

MANCELONA BOARD OF EDUCATION

AND

NORTHERN MICHIGAN EDUCATION
ASSOCIATION

1991-92

Mancelona Public Schools

MASTER CONTRACT
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SECTION 1.1

AGREEMENT

This agreement entered into this 1st day of September, 1991, 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.

For 1991-92 all economic compensation will be retro-active to September 1, 1991.

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/NMEA 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, and guidance counselors but excluding substitutes, administrators, and all other employees.

SECTION 1.4

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, and be issued simultaneously to all tenure and probationary teachers on Doubleday Bros. and Co. form number SLS 80T and SLS 78 as found in Section 6.6.

SECTION 1.5

DURATION OF AGREEMENT

A. The provisions of this agreement shall be effective as of September 1, 1991 and shall continue in full force and effect until August 31, 1992.

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 1.7

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 1.8

ASSOCIATION DUES, FEES AND PAYROLL DEDUCTIONS

A. The Board shall provide payroll deduction for professional dues and assessments of the Association (United Profession) upon receipt of individually signed authorization cards furnished by the Association commencing with the 1975-76 school year. 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 or MEFSA options
2. United Profession dues, fees and assessments.
3. TBA Education Credit Union and associated services.
4. E.F. Hutton/Shearson Lehman as an approved investment counselor.
5. Tax deferred annuities as offered by up to a maximum of five (5) investment companies including the following:

IDS

Massachusetts Life

MEFSA

TBA Educational Credit Union Deferred Compensation

E.F. Hutton/Shearson Lehman Tax Sheltered and Deferred compensation plans.

An additional company will be added upon proof of servicing a minimum of five bargaining unit members.

B. Within thirty (30) days of commencement of services, all teachers hired after September 1, 1975 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 1.9

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 a service fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the United Profession employed by the Board provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding article. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through deduction, as provided in the preceding article, the Board shall at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause of discharge from employment.

B. The procedure in all cases of discharge for violation of this article shall be as follows: The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

C. 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 1.8 and Section 1.9 of this contract.

SECTION 1.10

SCHOOL CALENDAR

A. The parties agree that the following aspects of the school calendar shall be negotiable.

First day for teachers
First day for students
Opening day of deer season
Thanksgiving recess
Christmas recess
Spring recess

Length of school calendar (number of work days for teachers and the number of student days.)

The normal school calendar will consist of 180 student days. The teachers work calendar will consist of the 180 student days plus one half day for orientation and a maximum of two (2) in-service days. If scheduled, the in-service days would be added to the calendar as follows:

1. One to be scheduled each semester.
2. The in-service day scheduled for the second semester would be dropped and used as a make-up snow day if two or more snow days have occurred prior to the end of the first semester.
3. In-service sessions may be held in the afternoon of a student day by mutual agreement of both parties.

The school calendar shall be set forth in Section 5.8. Any deviation from such calendar shall be by mutual written agreement. While each school calendar contains 185 student instruction days and 187 teacher work days, it is mutually agreed and understood between the parties that students will attend for no more than 180 student instruction days, and that teachers (under the salary schedule) will be required to work no more than 182 teacher work days.

B. The school calendar shall be coordinated with the TBA Intermediate School District calendar. In the event the TBA calendar is not available at the time this agreement is ratified, the machinery shall be developed by the Board and the Association for determining said calendar. In the event a Friday-Monday mid-winter break is scheduled by TBA, Mancelona Schools will not participate.

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

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

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

Placement of Baccalaureate, Commencement, or athletic events on the calendar.

E. 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.

F. 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) held at the close of the first and fourth marking periods, (Oct. and Feb.) on the same evening with report cards available for parent pick up.

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

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

Any teacher attending, at administrative request, more than one (1) Parent Teacher Conference/Open House 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 within the first three weeks of the opening of school. It is agreed that as compensation for the "Meet The Teacher" night, the record day at the end of the first semester shall be a half day.

G-1. 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.

G-2. 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.

G-3. 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.

G-4. The make-up of instructional days shall be undertaken on a building by building rather than district-wide basis as permitted by law or the State Board of Education.

G-5. 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.

G-6. 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.

G-7. 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.

H. 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.

I. 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 1.11

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 it's rules which shall likewise govern the arbitration proceeding.

Neither the Employer 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. Placement of a teacher on a third year of probation.
3. Failure to hire or to re-employ a teacher to a position on the extra curricular schedule.
4. Content of an evaluation.

SECTION 1.12

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. It's 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, three (3) Principals, one Teacher named by the Association from each of the existing four buildings and the Association President. The Committee shall meet the fourth Tuesday of September and each sixth Tuesday thereafter through the month of May. Meeting dates may be altered by mutual consent of the Board and Association.

In the event no agenda has been determined by either party, by Friday prior to the scheduled meeting date the meeting will be canceled.

C. A negotiations meeting to determine a procedure for bargaining a new agreement will be held no earlier than the last day of the school year nor later than June 30th of the year in which this agreement terminates.

SECTION 1.13

SENIORITY

A. Seniority shall be defined as length of service to the school district as determined by the date of the signing of a valid contract by any certified employee.

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.

E. 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. However, the parties expressly agree that administrators currently on staff will continue to accrue bargaining unit seniority until August 31, 1988. At that time, they will cease to accumulate additional seniority. Seniority will be frozen and credited to them when they become a part of the bargaining unit.

F. 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.

G. For seniority and salary schedule placement purposes, teachers under contract serving forty-five (45) or more working days in a semester, will be given credit for one semester.

SECTION 2.0

RIGHTS OF THE BOARD

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 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.

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 such transfer or change:

1. Teachers shall be contacted personally, 30 calendar days prior to the end of the semester, by the principal to discuss the transfer or change. The 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.

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 May 15 of the year in which the vacancy occurs.

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 certification, the voluntary transfer shall be granted unless the granting of same is inconsistent with the language pertaining to filling of vacancies.

B. On all new and/or vacant teaching and/or schedule B positions, notices will be placed in each teacher's mailbox during the school year or mailed during the recesses, and personal notification given to the president of the Association at least five days prior to the public release making known said vacancy.

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 August 20th of any year. First consideration in filling a vacancy will be given to applications from employees within the district.

1. Employees will be allowed to fill teaching vacancies or new positions before new hires are considered so long as those employees hold proper certification and are qualified. A teacher shall be considered qualified for any position K-8 for which the proper valid teacher certificate is held. Teachers in grades 9 - 12 shall hold the appropriate valid teaching certificate with a major or minor field of study appropriate to the position. 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. The decision of that committee shall determine placement of said teacher concerning the vacancy in question.

2. Employees who have 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 post marked date by other than certified district employees.

SECTION 2.3

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 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 2.4

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, paraprofessionals, 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 Employer 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. Student teachers shall not be used as substitute teachers.

F. 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.

G. 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 2.6

TEACHER ASSIGNMENTS

A. The administration must provide each teacher with a tentative list of classes to be taught in the ensuing school year not later than 15 school days prior to the last day of classes of the current school year. 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. No teacher in grades 7 or 8 will be assigned out of his/her major or minor field without his/her consent.

Changes in assignment in the elementary school will not be made after the second Friday following the opening of school without the teacher's consent.

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. When a teacher working on a daily substitute basis is responsible for the same teaching assignment for a period exceeding thirty (30) consecutive days, such teacher shall receive 1/180 of the BA Base salary per day commencing with the thirty first (31) day. Substitute teachers teaching in such positions shall be continued in the same substitute teaching assignment for the duration of the regular teacher's absence, provided their performance is satisfactory and said substitute is available to work. In the event said substitute teacher's performance is not satisfactory the Association president will be notified.

D. 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 2.7

TEACHER EVALUATION

A. 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. The evaluation of a teacher is to be accomplished on a professional level.

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, in writing, of upcoming observations that will occur sometime in the following five (5) working days.

2. Teachers shall be evaluated by administrators to whom they are administratively responsible.

3. There shall be no formal evaluation during the first two or the last two weeks of school without prior consultation with the teacher.

B. Evaluation of unsatisfactory classroom performance shall be preceded by and based upon an observation of at least forty (40) minutes. In cases involving unsatisfactory ratings, four observations and evaluations will be made prior to sixty (60) days before the end of the school year. The president of the Association and the appropriate building representative shall be notified of all unsatisfactory observations and unsatisfactory evaluations.

C. Evaluation of satisfactory classroom related performance may be shorter than forty (40) minutes.

D. All written evaluation forms shall be completed and a copy given to the teacher within five (5) days of the observation. If the five (5) day limit is not followed and the person being evaluated is dissatisfied with the results of the evaluation, the observation/evaluation is null and void. If the teacher disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file copy and returned within five (5) days. The time limits may be extended by mutual agreement by the Association and the Administrator.

E. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the Administrator and other staff members. Reference to progress in substandard areas shall be made in subsequent evaluation reports.

F. Upon written request of the teacher, each evaluation and/or observation shall be followed by a personal conference between the teacher and his/her evaluator for purposes of clarifying the written evaluation report within five (5) working days after the teacher has received his/her copy of the evaluation. By failing to submit the written request the teacher has waived his/her right to this conference.

G. A teacher may attach a signed, separate statement indicating disagreement with the written evaluation. The evaluation report and the

attached statement shall then be made a part of the teacher's personnel file. At the teacher's discretion, copies of said statement shall be forwarded by the teacher to the Superintendent, the President of the Board, and to the President of the Association.

H. Each teacher shall have the right upon request to the Superintendent or his designated representative to review the content of his/her own personnel file. A teacher may attach his/her written comments or rebuttal to any material in the personnel file with which he/she disagrees or wishes to clarify. Controversial material to be placed in a teacher's personnel file 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.

I. There shall be three classifications for evaluation purposes: Satisfactory, Needs Help, and Unsatisfactory. The teacher shall be informed in writing of a change in his/her classification.

J. Non-Tenure teachers will be observed and evaluated a minimum of four (4) times during the school year, (three prior to 60 days prior to the end of the school year) except those rated satisfactory at the end of the first year. The latter will be observed and evaluated at least once each semester.

K. 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. In the event of a complaint 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.

L. 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.

M. Each teacher, early in the school year, shall be appraised of the specific criteria upon which the teacher will be evaluated. All teachers shall be appraised of changes in said criteria.

N. Tenure teachers shall be evaluated at least once every three (3) years.

O. Any reprimand, suspension, discharge, or other disciplinary action will be for just cause.

P. Teacher evaluation must be reported on and be in accordance with the Teacher Evaluation Form attached to and made a part of this agreement. Proposed changes in this form shall be presented at a Communications Committee meeting and shall be approved or disapproved at a later Communications Committee meeting. Said changes will become effective at the beginning of the next school year.

Q. The employee shall sign all evaluations, it being expressly understood that the employee's signature only acknowledges receipt of the evaluation and does not necessarily mean agreement of content.

SECTION 2.10

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 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. 1. The number of teaching personnel shall be reduced in the following order:

a. Teachers according to (1) certification, (2) qualifications and (3) years of service to the District, in that order.

Definitions

Certification: Possessing a valid provisional, continuing, or permanent certificate appropriate to the teaching level.

Qualifications: Possessing a major or minor appropriate to the teaching assignment.

For teachers in subject areas for grades seven (7) and eight (8) the following conditions shall apply:

1. Earned twelve (12) semester hours of credit in the related subject matter to be taught.

2. Up to three (3) semester hours credit could be granted on a one year for one credit basis for successful teaching experience in the subject area.

3. Teachers who are qualified as defined in Qualifications 1 and 2 above may bump on a seniority basis.

2. If a vacancy or reduction in staff in the school system occurs and an individual teachers with the seniority rights within the district applies for that position he/she must either

a. Meet the qualifications listed above.

b. successfully pass three (3) semester hours in that subject matter within one (1) calendar year of accepting the teaching assignment with the written understanding that the other nine (9) credits (if nine are needed to acquire the twelve (12) credits listed in 1 under Qualifications) will be taken and successfully passed during the second (2) calendar year of teaching that subject matter. Failure to comply with this section would mean forfeiture of seniority rights in that position. A teacher required to fulfill qualifications as stated above shall not be transferred to another subject area for a period of three (3) years. The Board's representative must notify, in writing, said teacher fifteen (15) days before the end of the semester of their intent to enforce the conditions of this paragraph. Failure to notify said teacher will nullify the requirements of this paragraph.

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.

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 lay off in cases of reduced enrollment and sixty (60) days notice in cases of insufficient funds.

2. The Board shall give written notice of recall from lay off by mailing a registered or certified letter to the teacher at his/her last known address at least 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. 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 lay off under this article shall suspend for the duration of the lay off 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.

SECTION 2.11

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.

SECTION 2.15

TEACHER- INSTRUCTIONAL AIDE RELATIONS

A. The Board agrees to consult with members of the staff to be served when determining qualification for teacher aides.

B. An instructional aide shall be supervised by the teacher to whom he/she is assigned, and teachers to whom aides are assigned shall direct the activities of aides and evaluate the effectiveness of the aide. Teachers shall not administer discipline to aides.

C. Teachers shall be responsible for completion of written evaluations of all aides working for them. The aide evaluation must be reported on, and be in accordance with the Aide Evaluation Form attached to and made a part of this agreement. Said form will be subject to a bi-annual review/revision beginning October 1, 1987. The review will be conducted by 1 administrator, 2 teachers and 2 aides.

The administrator will be made aware of the time and place of the evaluation discussion and may be present at his/her discretion or at the request of the teacher or aide. If the teacher is going to recommend disciplinary action or present to the administration a negative evaluation, the administrator must be informed of and be present at the evaluation discussion. If the first semester evaluation is satisfactory, the teacher will have the option to waive the second semester evaluation.

SECTION 2.16

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.

SECTION 3.1

ACADEMIC FREEDOM

A. The Board and the Association recognize that academic freedom is an important aspect of the educational process. 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.

B. The Board and Association recognize that academic and social development of pupils is the result of school, home and social-economic environment.

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.

In cases of assault the Board will reimburse teachers for any loss, damage or destruction of clothing or personal property not covered by a teachers 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 3.4

SCHOOL EQUIPMENT

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.

A telephone will be installed in the high school workroom for teacher use for school business. The Association member agrees to reimburse the District for any non-school use of the phone.

The restrooms located in the lobby of the gymnasium will be designated for faculty use only during the school day and continue as off limits for students.

SECTION 3.6

TEACHING HOURS

A. Teachers shall be required to be on duty between 8:15 a.m. and 3:20 p.m. Twice monthly, teachers may be required to attend meetings until 3:45 p.m. No teacher shall be required to attend more than two (2) meetings per month. Teachers with multiple building assignments shall arrange with the building principal for briefings of meetings in which that teacher can not 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 all elementary 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).

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 twelve dollars (\$12.00) per hour.

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. A normal school day for grades 6 - 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 planning period equal to one-fifth 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.

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.

SECTION 3.7

TEACHING CONDITIONS

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

Young Fives Developmental Kindergarten

Maximum 15 students.

Kindergarten - Grade 2

- 1 hour/day aide time over 24 students.
- 2 hours/day aide time over 26 students.

Grades 3 - 6

- 1 hour/day aide time over 26 students.
- 2 hours/day aide time over 28 students.

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 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 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 to 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 be compensated for the difference between his/her regular pay and the pay received for the performance of such obligation. These days shall not be charged against accumulated sick leave or personal 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 three (3) days. These days will not be used the last day before or the first day after a recess. Recesses as listed in Section 1.10 paragraph A.

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 21 cents per mile.

2. Meals not to exceed: Breakfast - \$4.00, Lunch - \$7.00, Dinner - \$15.00 and tax - plus up to 15% for gratuity.

3. Lodging not to exceed \$40.00 per person per day, double occupancy, \$60.00 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 bookkeeper before reimbursement for any of the above expenses will be authorized.

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.

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 4.3

UNPAID LEAVES OF ABSENCE

A. Any regular employee who may be conscripted into the armed forces of the United States or may enlist in the time of a national emergency shall be granted a military leave. The employee shall be reinstated to his/her position in the school system upon written request. Application for reinstatement shall be made within ninety (90) days after discharge or release.

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 1/180 of his or 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 upon application for the purpose of serving as an officer of the Northern Michigan Education Association, Michigan Education Association or the National Education Association. 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. This leave of absence will comply with Section 380.1235 of the Michigan General laws.
3. A leave under this provision shall be taken without pay or accrual of contractual benefits other than those listed in this provision.
4. 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.
5. Only one (1) bargaining unit member may be on sabbatical leave at a time.
6. 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.
7. 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 time 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.
8. Before approval is granted, a qualified acceptable replacement must be available for the period for which the leave is granted.
9. 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.
10. 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.
11. 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 4.4

ILLNESS AND DISABILITY

A. Leave will be granted for illness, disability and injury.

1. All teachers are allowed 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 for up to twelve (12) days per year of accumulated sick leave as set forth in paragraph 1 for illness in the immediate family. Immediate family shall be defined as husband, wife, mother, father and children, mother-in-law and father-in-law.

4. The teacher may take up to a maximum of four (4) days per death for death in the immediate family. 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.

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.

6. A teacher reporting for duty at the beginning of the work period, and forced to leave after 10:30 a.m., or after 2nd period will be given credit for one-half day of work. If forced to leave after 2:00 p.m., or after 5th period, 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.

SECTION 5.1

INSURANCE PROTECTION

The Board agrees to furnish either Plan A or Plan B Mancelona MESSA PAK Insurance protection which shall include the following:

A. The Board shall provide term life insurance protection as provided in the Mancelona MESSA PAK in the amount of \$30,000.00 for Plan A and \$40,000.00 for Plan B, that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

B. Commencing Sept. 1, 1990 the Board shall fully pay MESSA Super Care I with Care Rider health care insurance. It is further agreed that the Board shall pay the deductible and the difference in prescription co-pay to be incurred by the bargaining unit members thereafter upon offer of proof of such incurred expense as outlined below.

Members shall be reimbursed for deductibles in the amounts of fifty (\$50) dollars per year per covered person up to one hundred (\$100) dollars per year per family and one dollar and fifty cents (\$1.50) per prescription.

Members shall offer proof in the form of receipts from health care providers, pharmacies or MESSA worksheets showing that such deductible or co-pay has been incurred. Deductibles will be reimbursed on a bi-monthly basis as follows:

1. Reimbursement claim forms with paid receipts must be turned in by:

October 15 to be paid by November 1

December 15 to be paid by January 1

February 15 to be paid by March 1

April 15 to be paid by May 1

June 15 to be paid by July 1

August 15 to be paid by September 1

2. Prescription deductibles must total \$10.00 or more, except for a period ending August 15, and be presented in the same schedule as stated in 1 above. Checks will not be issued for less than \$10.00 except for the August 15 period.

C. 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.

D. The Board shall provide, without cost to the employee, MESSA Plan II Long Term Disability insurance for each employee in the bargaining unit, as provided in the Mancelona MESSA PAK. Benefits shall be paid at 66 2/3% of salary up to a maximum of \$2500.00 and shall begin after expiration of the greater of (1) the employees accumulated sick leave or (2) 90 calendar days. Pre-existing conditions will be waived. The LTD program shall include the following features in addition to Plan II:

1. Maternity benefits covered as any illness.
2. Alcohol/Drug and Mental/Nervous - same as any other illness.
3. Freeze on offsets.
4. Cost of living allowance.

E. The Board shall provide without cost to the employee the Mancelona MESSA PAK Delta Dental Coverage Plan E with a 007 rider (80/80/80:\$1,300) for all Plan A employees and Mancelona MESSA PAK Delta Dental coverage Auto + Plan with a 008 rider (100:90/90/90:\$1,500) for all Plan B employees. The plans will provide internal and external coordination of benefits for all employees of the bargaining unit and eligible dependents.

F. The Board shall provide without cost to the employee, the MESSA Vision Care Plan III (VSP-3) as provided in the Mancelona MESSA PAK.

MANCELONA MESSA-PAK Plan Summary - Teachers

Plan A for employees needing health insurance.

Super Care 1 (Super Med I with MESSA Care Rider).

Long term disability: 66 2/3% - \$2,500 Maximum - 90 Calendar days - modified fill - Freeze on offsets - Alcohol/Drug Mental/Nervous - same as any other illness - COLA.

Delta Dental Plan 80/80/80 \$1,300.

Negotiated Life \$30,000 AD&D

Vision - VSP - 3

Plan B - For employees not needing health insurance.

Delta Dental Plan 100:90/90/90: 1,500.

Negotiated Life - \$40,000 AD&D.

Vision VSP - 3

Long Term Disability 66 2/3% - Same as above.

In addition to Plan B above, employees not needing health insurance may select a tax deferred annuity in an amount equal to the Super Care I single subscriber rate. Said annuity to be selected by the Association member from the list in Section 1.8, paragraph A.

G. 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 F.

b. Pro-rata share (based on employed time) of health insurance (Super Med 1.) 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 health insurance (choice of Super Med 1 or Super Med 2). The balance of the premium shall be deducted from their paycheck.

SALARY, COMPENSATION,

EXTRA CURRICULAR

AND

SCHOOL CALENDAR

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 teachers 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, courses in ones major or minor field, courses toward advanced degree, or have prior approval of the Superintendent.

C. Longevity shall be paid when the teacher reaches the respective year of service, and will be figured on the relevant salary schedule.

Years	
15 - 19	3%
20 - 24	4%
25 -	6%

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 to be determined by the local executive committee and administrators.

D. Salary Schedule for 1991-92.

SECTION 5.3

COMPENSATION

A. Newly hired teachers having zero to five (0-5) years of experience shall be given full credit for such experience on the salary schedule. Other newly hired teachers shall be placed on step five (5) of the salary schedule except when waived by mutual agreement between the executive committee of the Association and the Board.

Affected teachers hired prior to Sept. 1, 1987 shall be double stepped on the salary schedule until they reach their proper level of experience. Newly hired teachers after Sept. 1, 1987 will not be double stepped.

B. A teacher qualifying for terminal pay shall receive as terminal pay 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. To qualify for terminal pay, the teacher must have evidence that the processing of his/her application for retirement has been completed, or have completed at least 10 years of service to the district, and has reached age fifty (50).

In case of death, the same payment provisions as terminal pay shall prevail and will be paid to the beneficiary.

C. If a teacher shall teach more than the normal teaching load as set forth in section 3.6G, 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. Early Retirement Incentive

Any teacher who reaches the age of fifty-five (55) and has not less than six (6) consecutive years of service as a teacher in the Mancelona Public Schools or is otherwise qualified to retire under the Michigan Public School Employee's Retirement System shall have the option, after completion of his/her teaching contract, to be granted an early retirement supplemental pay incentive. The declaration by the teacher to request early retirement shall be made 6 weeks before the end of the last semester of service.

The incentive shall be paid, at the teacher's option, in an annual lump sum in the month of September, or up to ten (10) successive monthly amounts totaling three thousand dollars (\$3,000.00) per school year for each year of early retirement after the teacher is qualified to elect said option until the retiree reaches the age of sixty-two (62). In no case shall the incentive be paid for more than seven (7) years. Members of this bargaining unit will have the option of retiring after thirty (30) years service regardless of their age, and will qualify for ERI as provided in this section.

In addition to the above paid amount, each teacher shall receive full paid Super Med II insurance for himself/herself and all eligible dependents, in accordance with the policy in effect at the time of retirement. Upon electing the early retirement incentive, a retiring teacher has a one-time option to waive the insurance coverage and in such event, the teacher will receive a total of five thousand dollars (\$5,000.00) per year payment until the retiree reaches the age of sixty-two (62). This \$5,000 payment per year is in lieu of the \$3,000 plus health insurance option.

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

1. Participating in instructional activities which upgrade professional skills and knowledge such as workshops, seminars, and clinics. These activities are to be approved by the administration and attended during a time other than the normal work schedule.

2. Substituting for a teacher during a preparation period or conference period. Such substitution would be without pay and the individual teacher would substitute six normal class periods without pay to earn one day of compensation time. Elementary teachers would substitute ten (10) special teacher periods to earn 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 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 3.6. Earned compensation days need not be used during the current school year, but may not be accumulated for longer than the life of this contract.

Comp 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 hour instructional day.

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

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 on a pro-rated basis, or 1/2 pay on the first pay in December and the other 1/2 on the first pay in June, or teacher may opt to be paid at the end of a given activity. Coaches will be paid as provided in paragraph C of this section.

Head Football	10%
Head Basketball	10%
Head Baseball	7%
Head Track	7%
Softball	7%
Cross Country	7%
Assistant Track	4%
Assistant Football	7%
Assistant Basketball	7%
7th Grade Basketball	4%
8th Grade Basketball	4%
9th Grade Basketball	6%
Elementary Basketball	4%
Varsity Volleyball	7%
J. Varsity Volleyball	5%
Wrestling	10%
Athletic Director	
1 hr. release time	10%
Choir Director	4%
Yearbook	8%
Newspaper	3%
Senior Class Advisor	3%
Junior Class Advisor	3%
Class Advisor 7-10	2%
Student Council	3%
Band Director	12.5% Starting in the 1992-93 school year.
Club Directors	2%
Cheerleaders	5% for fall sports and 5% for winter sports.
Audio Visual Dir.	2%
Safety Patrol Super.	3%
Class Plays	3%
Musical Class Plays	5%
National Honor Society	3%
Middle School Yearbook	3%
Spelling Bee Coordinator	2%
*Ski Club	2%
*Golf	2%
Odyssey of the Mind	2%
SADD Advisor	2%
Driver Education	\$12.00 per hour for 1991-92 and 1992-93. \$13.00 per hour for 1993-94.

*If approved by the Board as a Board sponsored activity.

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

Home Activities	\$17.50 per activity
Away Activities	\$17.50 per activity
Noon hour duty	\$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 sponsors for plays, band concerts, choral concerts, will be approved by the administration and will be paid the first pay of December, March and June.

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. The high school guidance counselor will be paid at a rate of 1/180 of his/her salary for each day worked the week before school opens and the week after school is out.

The middle school guidance counselor will be paid at the above rate if requested to work.

MANCELONA EDUCATION ASSOCIATION/NMEA 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. Uniserve Director
- 6. NMEA

STEP I

A. Date, Cause/Knowledge of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature Date

Disposition of Superintendent: _____

Signature of Supt. Date

D. Disposition of Association: _____

Signature Date

If additional space is needed in reporting Section B of Step 1, attach an additional sheet. (Continued on reverse side.)

GRIEVANCE REPORT FORM

STEP II

A. Date Received by the Board: _____

B. Disposition of the Board: _____

Signature Date
President of Board

C. Position of the Association: _____

Signature Date

STEP III

A. Date Submitted to Arbitration: _____

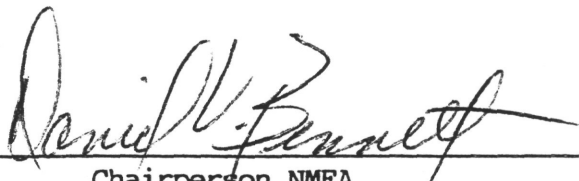
B. Disposition & Award of Arbitrator: _____

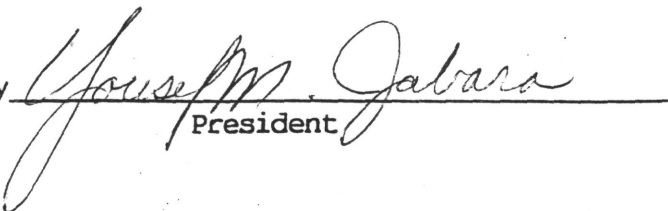
Signature of Arbitrator Date

NOTE: All provisions of Section 1.11 of the Agreement dated September 1, 1987, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

MANCELONA PUBLIC SCHOOL
1991/92 CERTIFIED SALARY SCHEDULE

Record#	YRSTEP	BA	BA10	BA20	BA30	MA	MA15
1	0	22820.15	22967.94	23263.53	23706.89	24548.73	25878.85
2	1	23961.36	24109.12	24404.71	24848.08	25775.72	27105.81
3	2	25102.54	25250.34	25545.91	25989.30	27002.69	28332.79
4	3	26243.73	26391.52	26687.12	27130.47	28229.67	29559.77
5	4	27384.93	27532.73	27828.32	28271.66	29456.66	30786.75
6	5	28526.14	28673.93	28969.49	29412.87	30683.63	32013.72
7	6	29667.31	29815.11	30110.70	30554.06	31910.61	33240.70
8	7	30808.52	30956.31	31251.90	31695.25	33137.59	34467.68
9	8	31949.72	32097.51	32393.09	32836.45	34364.57	35694.68
10	9	33090.91	33238.71	33534.28	33977.64	35591.56	36921.65
11	10	34232.11	34379.89	34675.48	35118.84	36818.53	38148.63

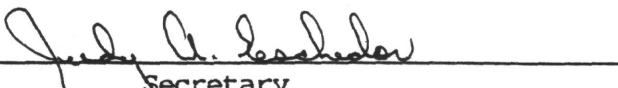
By 
Chairperson NMEA

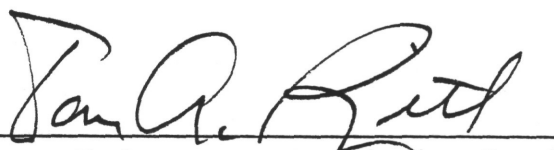
By 
President

By 
NMEA Staff Director

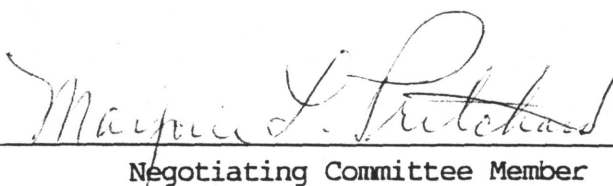
By _____
Vice-President

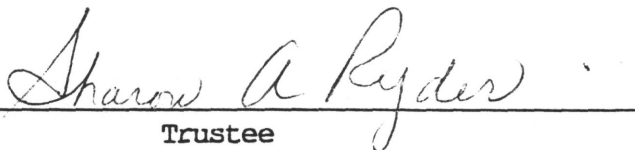
By _____
Chief Spokesperson

By 
Secretary

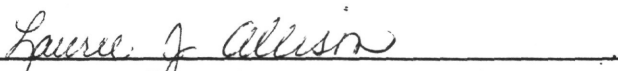
By 
Chairperson, Negotiating Committee

By 
Treasurer


By 
Negotiating Committee Member

By 
Trustee

By 
Negotiating Committee Member

By 
Trustee

By _____
Negotiating Committee Member

By 
Trustee

By _____
Negotiating Committee Member

Dated this _____ day of _____ 1992