

**Master Agreement Between the Mackinac Island Education Association
and the
Mackinac Island Board of Education
2009 - 2013**

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PREAMBLE

This agreement entered into this 1st day of July **2009** and between the Board of Education of the Mackinac Island Public School, City of Mackinac Island, County of Mackinac, Michigan, hereinafter called the "Board" or the "District," and the Mackinac Island Education Association, an affiliate of the Michigan Education Association and the National Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the parties have a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms, and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

IN CONSIDERATION of the preceding mutual statements, it is hereby agreed as follows.

ARTICLE 1: RECOGNITION

A. Bargaining Representative of Association.

The Board hereby recognizes the association as the exclusive bargaining representative for all persons certified as teachers by the Michigan Department of Education and in accordance with any and all local Board policies pertaining thereto, and employed by the Board in a teaching position during the life of this Agreement. All other positions are excluded, including superintendent, principal, teacher aides, substitute teachers, or any other non-teaching positions, and supervisors within the meaning of the Public Employment Relations Act. The term "teacher(s)", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining and/or negotiating unit as herein described, and reference to male teachers shall be understood to include female teachers.

B. Negotiation Limitations on Association.

The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.

C. Obligations on Time of Board Members.

The Board hereby makes it known to the Association that, as the Board serves at the will of the people; they shall be under no obligation unless they agree to same or unless they are so directed by a court of competent jurisdiction to meet for the purposes of the collective bargaining process under the following conditions:

1. On weekends, during scheduled holidays and vacations, and/or annual leave time, said defined by the District's calendar and/or the Board member's employer;
2. During times when the Board member's absence from his employment would result in loss of compensation and/or benefits and/or his absence would jeopardize his employment status.

D. Ratification.

It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a simple majority of the membership of the Association.

ARTICLE 2: DURATION OF AGREEMENT

A. Term of Agreement.

This Agreement shall become effective upon ratification by majority of the Board and the membership of the Association and shall continue in effect through the 30th day of June **2012**, at which time it will terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

B. Entire Agreement.

This Agreement constitutes the sole and entire existing Agreement between parties hereto and supersedes all other prior practices, whether oral or written, and expresses all obligations imposed upon the Board and the Association. This Agreement is subject: to amendment, alteration or addition only by written agreement between, and mutually executed by, the Board and the Association.

C. Separability.

If any specific provision of this Agreement or specific application of this Agreement to any employee or group of employees is found contrary to law, then such provision or applications shall be deemed null and void to the extent of any such conflict. The parties shall convene to negotiate the provision to comply with the law.

ARTICLE 3: BOARD-MANAGEMENT RIGHTS

A. Powers Retained.

The District retains all rights, powers and authority vested in it by the laws and respective Constitutions of Michigan and the United States, particularly:

1. Management and control of the school's business, the equipment, the operations, and the direction of the working forces and affairs of the employer;

2. Executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
3. Continuation of its rights and past practices of assignment and direction of work of all of its personnel, determination of the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
4. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force, and lay off employees,
5. Determining class schedules, the hours of instruction and the duties, responsibilities and assignment of teachers with respect thereto.

B. Exercising of the Foregoing.

The exercising 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 to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States and/or this Agreement.

ARTICLE 4: ASSOCIATION RESPONSIBILITIES

A. Cooperation with Board.

The Association, recognizing its professional responsibilities, agrees to use its influence to encourage all teaching employees to perform loyal and efficient work and service, to improve their efficiency, to utilize their time and the teaching supplies and equipment furnished by the District to the best advantage of their students, to protect the District's property and interests, and to cooperate with the District's non-teaching employees to promote the welfare of the District and to improve the District's services.

ARTICLE 5: TEACHER RESPONSIBILITIES

A. Demands Beyond The Teaching Day and Beyond Time Scheduled for Students.

The Association and its members recognize that their responsibilities require the performance of some duties that involve the expenditure of time beyond the normal teaching day. Among those responsibilities which teachers agree to assume are staff meetings, in-service meetings, parent-teacher conferences, class sponsorship activities, and attendance at Board meetings in which they are directly involved or to which they have been invited to be available for a presentation.

B. Deficiencies in Professional Performance.

The Association agrees that it will use its best efforts to correct breaches of professional ethics by any of its members.

C. Duties.

Teachers are responsible to the Board and its designated representatives for exercising the duties of teachers as prescribed by Law and Board policy and administrative directives, and for carrying out such duties in compliance thereto in such a manner as to promote and improve the goals and objectives set forth by the Board.

D. Teaching Certificates and Transcripts.

1. The teacher must assume the responsibility for filing his valid Michigan teaching certificate by the first day of school scheduled for students in the fall.
2. Each teacher must then file with the superintendent, in addition to a valid Michigan teaching certificate, an up-to-date transcript of credits or a dated copy of a letter requesting that such transcript be forwarded directly to the superintendent.
3. Failure to file the certificate, transcript or letter may result in withholding pay until such filing has been completed.

E. Summer Workshops

Teachers who wish to attend a summer workshop, either in their major field of teaching, or in the field of their current teaching assignment, with Board or Board designee approval, will be reimbursed for registration fees, special equipment fees, and room and board when he returns for the new school year. Reimbursement will be made upon documentation of the expenses incurred within sixty (60) days after said documentation has been supplied to the Board.

ARTICLE 6: TEACHER CONTRACTS

A. Individual Contracts.

It is expressly understood by both parties that all individual contracts in existence and/or subsequently issued shall conform to the provisions of this Agreement.

ARTICLE 7: TEACHER EMPLOYMENT AND ASSIGNMENT

A. Minimum Requirements.

The Board establishes as minimum requirements for initial employment of teachers such standards as are set by the State Board of Education and the Michigan Department of Education and Office of Teacher Certification.

B. Notification of Teaching Assignments.

Teachers, other than newly-employed and/or appointed, will be notified of their tentative programs for the coming school year, the grades and/or subjects they will teach, and other assignments no later than August 1st, where possible, to wit:

1. If it is impossible to secure the services of needed staff members by August 1st, or
2. If changes in assignments must be considered because new teachers cannot be found to fill the openings sought or because of late resignations or other separation.

C. Teaching Background.

In order to attempt to provide pupils with teachers with the best preparation, the Board will assign teachers within the scope of their teaching certificates (major and minor fields of study).

1. In the event the teacher refuses to carry out the assignment(s) as designated after the Board and the Association have discussed same, the Board shall offer the following options to the teacher:
 - a. Voluntary resignation;
 - b. Reduction of the teacher's work day to those assignments, provided the services of a teacher to complete the remainder of the assignments can be secured, which fall within the scope of his teaching certificate and/or major or minor fields of study at the secondary level, grades 9-12, provided such were included in the assignments as determined by the principal and/or the superintendent. Reduction in assignment shall carry with it a reduction, on a prorated basis, in compensation and benefits.
2. It is expressly understood by the teachers and the Association that the Board has charged its administrative staff with determining assignments in accordance with student needs and adopted board goals and objectives for the District's educational program for students. Neither the Board nor its administrative personnel shall be under any obligation to alter student instructional offerings so as to afford the teacher full-time employment or continued employment under the provisions of his teaching certificate and/or major or minor fields of study preparation at the secondary level, grades 9-12.

D. Changes in Teaching Assignments.

Changes in grade assignments in the elementary school and/or discipline areas and in subject assignments at the secondary level are sometimes necessary and beneficial. Where such changes are contemplated, they will first be discussed with the teacher(s) involved and the Association. The Board, however, reserves the right to make such changes, and its decision shall be final.

E. Internal Substituting.

For any cases of emergency, a regularly scheduled and/or assigned teacher will be used as a substitute teacher with his consent. A teacher used as an internal substitute shall be compensated at the rate of \$15 per class hour where his services were utilized provided the teacher submits a report on their activities to insure the lesson plan was carried out.

F. Military Service Credit.

Credit for military service will be granted by the Board in compliance with state laws and statutes. In no case shall such credit exceed a maximum of two (2) years, and in no case shall such credit be granted to individuals who were not employed as teachers prior to induction into military service and/or individuals who failed to enter the field of teaching within two (2) years after discharge from such military service of the United States.

G. Previous District Experience.

Teachers previously in the District's employ who shall subsequently be rehired shall be given full credit on the salary schedule for their teaching experience within the Mackinac Island Public School, provided they have not been absent from the field of public education for more than four (4) years. Teachers who have not taught nor been engaged in public education in a field requiring teacher certification for five (5) or more years shall be granted one year of experience for each two (2) years they taught in the District previously.

H. Previous Non-District Experience.

Effective July 1, 1990, the Board shall grant to newly hired teachers a maximum of five (5) years experience credit on the salary schedule for actual teaching time served with proper certification and qualifications.

ARTICLE 8: VACANCIES AND PROMOTIONS

A. Awareness of Vacancy.

The Board agrees that whenever any professional vacancy occurs, it will, through its administrative staff, make the teachers aware of said openings and qualifications thereof through postings during the regular school year on the bulletin board in the administrative offices of the District.

B. Notification:

If such a vacancy occurs during the summer recess and/or when school is not in session for students, the President of the Association shall be notified by the Board via telephone and/or certified mail.

ARTICLE 9: EMPLOYEE TERMINATION OF SERVICES

A. Notice of Employee Intent.

Members of the Association agree to notify the Board as soon as possible of any intent to terminate employment within the District. It is recognized by teachers that they have a legal responsibility to notify the District of their resignation as soon as possible.

B. Employee Termination of Services.

The Association and its members recognize and acknowledge that, when a teacher was granted a teaching contract, the granting of such was with the intent that the teacher would complete the school year. Should a teacher wish to terminate his services prior to the completion of his contract, the Board's acceptance of such resignation is contingent upon the following conditions:

1. The District's ability to secure the services of a qualified teacher to replace the resigning employee.
2. The termination of all benefits to which the resigning teacher would have been entitled had he remained in the Board's employ.

ARTICLE 10: REDUCTION IN PERSONNEL

A. Determining Order.

In the event the Board decides to reduce the number of teachers through layoff, or to reduce the number of teachers in a given subject area, field, grade level or program, or to eliminate or consolidate positions, the Board will determine the order of said reductions, provided, however, that such action will not be contrary to the priorities established under the Teacher Tenure Act.

B. Teachers Retained.

In the event that it becomes necessary to reduce the number of teachers through layoff by the Board, the teachers with the most applicable qualifications (major and minor field), proper certification, and greatest seniority (date of hire) will be retained. Qualifications are based upon Article 7, Section B. this procedure shall be subject to the Michigan Tenure Act.

C. Notice of Intent and Suspension of Compensation.

The Board will give thirty (30) days written notice of possible layoff to the Association and to the individuals involved. It is further agreed that any layoff pursuant to this Article will suspend, for the duration of the layoff, the Board's obligation to pay salary and/or provide fringe benefits under any teacher's tenure, non-tenure, temporary, individual employment contract or under this Agreement.

D. Recall

When recall is specified by the board, the most senior laid off employee who is certified and qualified for the vacancy shall be recalled first. Qualification shall be based upon Article 7, Section B. It is the obligation of the laid off teacher to assure that School District records accurately reflect certification and qualifications. If the employee shall fail to report to work within five (5) days from the date of notification of recall, unless an extension is granted in writing by the Board, this shall constitute voluntary resignation by the teacher and automatic termination of his/her employment relationship with the board. Recall rights are lost in the event laid off teachers are not recalled within three years from the effective date of layoff. Notification shall be by certified/return receipt mail.

E. Assignment Outside Qualifications.

For the balance of any school year when the need exists for layoff, the need arising from Board reduction of staff, decline in student enrollment, mid-year teacher resignation or other separation, and/or lack of adequate financial resources, any teacher under contract may be retained and required to teach in a subject area or grade for which he is not qualified, but for which he/she is certified. This procedure shall be based on Article 7, Section B. The Board's exercise of its discretion pursuant to this section shall not be subject to the grievance procedure.

F. Seniority.

1. Seniority is defined as the total number of years of service to the School District since the last date of hire.
2. Only years of services in positions that require certification or in which the individual is employed as teacher (member of EA bargaining unit), will be counted.
3. If a teacher is reassigned or transferred to a non-bargaining unit position (non EA) than the employee's seniority shall be frozen and not continue to accrue while the employee is in that position.
4. Time spent on leaves of absence or layoffs shall not count towards seniority.
5. Seniority shall be reinstated in the event the employee returns to a bargaining unit (EA) position.

G. Notification of Return and Termination of District Obligations.

All obligations to any teacher employee placed on lay-off shall be terminated if the teacher does not return to work within ten (10) working days from the time he is notified by the District by means of certified mail to his last-known address to return. In the event such notification by the District specifies that the teacher is to return at the beginning of a semester, the teacher shall, by certified mail within ten (10) working days from the date

of notification by the District, notify the Superintendent of his intention to return to work. Failure by the teacher to provide such notification as per the requirements herein stated shall result in the termination of all District obligations to said teacher and the teacher's forfeiture of any seniority rights.

H. Transfer of Employees.

If an employee transfers to a position under the employer, not included in the bargaining unit, and thereafter, within one (1) year, transfers back to a position within the bargaining unit, he shall have accumulated Seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights for the purpose of any benefits provided in this Agreement. After one (1) year, seniority may not be used to displace a teacher to return to a Position covered by this Agreement.

ARTICLE 11: TEACHER EVALUATION

A. Performance Observations.

All monitoring or observation of the work performance of the teacher will be conducted openly.

B. Written Evaluation.

1. The evaluation form will have a place where the teacher may indicate whether or not he agrees with the evaluation.
2. In the event that the teacher disagrees with the evaluation and/or feels that parts of same are unjust and/or need further explanation, he will have the opportunity to write a statement and have same stapled to the evaluation that is to be placed within his personnel file. Said written statement will be presented to the Superintendent within five (5) days from the date of the conference between the teacher and the evaluator. If a written statement is not received, a notation will be placed on the evaluation stating the teacher did not oppose the evaluation.

C. Conferences.

A conference between the teacher and the evaluator will be held within ten (10) days after the date of the evaluation.

D. Evaluation Schedule.

Each evaluation shall be based upon general observations of the teacher within the school, adherence to school rules, policies and administrative directives, plus general classroom performance. Evaluations of classroom performance shall be for a minimum of thirty (30) minutes.

1. During the first year of probation, a teacher shall be evaluated at least three (3) times as follows:
 - a. Prior to November 15th, the first written evaluation shall be made.
 - b. Prior to January 15th, the second written evaluation shall be made.
 - c. Prior to March 1, the third written evaluation shall be made.
2. During the second year of probation, a teacher shall be evaluated at least twice, once each probationary semester.
3. A third year probationary teacher shall be evaluated on a schedule, the length, number of frequency of which is to be determined by the superintendent.
4. Each tenure teacher shall be evaluated at least once each school year. Evaluations for tenure teachers shall be completed no later than April 15th of each school year. In the event that a tenure teacher is not evaluated by this date, the teacher's performance shall be deemed satisfactory.

E. Evaluation Conference Personnel.

If a teacher and/or an evaluator chooses, an Association officer and/or another administrator or a Board member may be present at the evaluation conference.

F. Personnel File.

Each teacher's personnel file shall contain, at least, the following items:

1. All teacher evaluation reports.
2. Teaching certificate(s) or photocopies thereof.
3. Transcripts of academic work.
4. Tenure recommendations.
5. University and/or college placement file.

G. State Mandated Initiatives

For current employees, state mandated initiatives required for individuals to be employed or to remain employed, that are not funded by the state, shall be funded by the School District. For other teaching positions that are not full time or new teachers, these initiatives, at the discretion of the board, may be funded by the school district, if not funded by the state.

ARTICLE 12: TEACHER DISCIPLINE

A. Reasons for Disciplinary Action.

Alleged breaches of professional conduct or other reasons for disciplinary action shall be promptly brought to the teacher's attention in writing. However, the administration may reasonably delay bringing such information to the attention of the teacher while an investigation is being conducted that could be elevated to the law enforcement level, which if it is reasonably believed doing so would jeopardize the investigation.

B. Right to Representation.

A teacher, upon his request, shall have the right to Association representation in matters of disciplinary action. If such representation is requested disciplinary action shall not be implemented until such representation is afforded.

C. Arbitrary Discipline.

No teacher shall be arbitrarily or capriciously disciplined or reprimanded. The non-renewal of a probationary teacher pursuant to the Michigan Teacher Tenure Act shall not constitute discipline within the meaning of this provision.

ARTICLE 13: STUDENT CONTROL AND DISCIPLINE

A. Maintaining Effective Discipline.

Teachers realize and recognize that maintaining and establishing effective discipline within the school rests with each classroom teacher; and that a proper atmosphere, reasonable rules, and just treatment of students inside and outside the classroom will resolve a majority of discipline problems.

B. Scope of Responsibility.

The teacher's responsibility to the student in discipline as well as in other matters, is not limited to the classroom, but extends to corridors, after-school functions, field trips, playground, and any other situations in which the student is under the teacher's care or supervision.

C. Role of Administrative Personnel.

Teachers recognize that administrative personnel are persons to call upon for assistance in dealing with problems with students when the teacher has exhausted all reasonable means of resolving the situation himself. The administrative staff, therefore, will provide reasonable support and assistance to teachers in maintaining control and discipline.

ARTICLE 14: PROTECTION OF TEACHERS

A. Employer Responsibility.

The Employer recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom.

A bargaining unit member may exclude a pupil from one class when the severity 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 bargaining unit member will furnish the principal, as promptly as his/her employment obligations will allow full particulars of the misbehaviors or incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the bargaining unit member.

Any case of assault upon a bargaining unit member shall be promptly reported to the Employer or its designated representative. Employer shall promptly render all reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities.

The Employer 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 Employer to students, bargaining unit members, and parents at the commencement of each school year. It is recognized that decisions by the administration and Board of Education regarding student discipline are ultimately within their authority and are not subject to the grievance procedure.

A written statement by the Employer governing use of corporal punishment and disciplining of students shall be publicized to all bargaining unit members no later than the first week of each school year.

B. Workers Compensation

1. All bargaining unit members are covered under the terms of the Workers' Compensation Act. Each accident resulting in injury shall be reported to the Superintendent or his designee. Such reports shall be filed within twenty-four (24) hours or the next working day, whichever occurs first.
2. Whenever a teacher is absent from school as a result of personal injury or accident not attributable to teacher negligence in course of his employment, he will be paid his full salary less any worker's compensation for a period not to exceed ninety (90) instructional or school days. Paid sick leave will be pro-rated and deducted from the employee's accumulated sick leave. If the employee is without sufficient accumulation, he/she will be placed on an unpaid leave of absence by the Board of Education for a period of up to one year.

3. The Board shall continue to provide all fringe benefits in accordance with this for any bargaining unit member receiving Workers' Compensation benefits.
4. Employees reporting an accident or work-related injury must have a doctor's release prior to returning to work.

ARTICLE 15: GRIEVANCE PROCEDURE

A. Definition.

A grievance will mean a complaint by a teacher, a group of teachers, or the Association based upon an event, condition or circumstance allegedly caused by a violation, misapplication or misinterpretation of any express provision of this agreement. For the purpose of this article, the term "day" shall mean those days that school is in session during the academic year, and those days that the office is open for business during the summer months between academic years.

B. Procedure

1. The teacher(s) who feels that he/she has a grievance will first take up the matter with his immediate supervisor within ten (10) days following the event which is the basis of said grievance. The parties will attempt to resolve it within ten (10) days following the date on which said supervisor was given the grievance. In no case will a grievance be filed later than ten (10) following the awareness of the alleged grievance or later than ten (10) days following the effective date of an Association member's termination of employment.
2. If Step 1 fails to resolve the grievance, the teacher(s) will, within ten (10) days of the date at the decision rendered at Step 1, reduce the grievance to writing, specifying the provisions of this Agreement alleged to have been violated and/or misapplied and the remedy sought and will submit same to the superintendent. Upon receipt of the grievance the superintendent and Board will have twenty (20) days, or longer if such extension is agreed to mutually by all parties involved, to resolve the grievance.
3. If the Association is not satisfied with the resolution of the grievance by the Board, or if no disposition has been made by the Board within the time specified herein, the grievance may be submitted to arbitration before an impartial arbitrator upon written notice to the Board. The Association must give the Board notice of intent to arbitrate within ten (10) days of the date of the Board's decision. If the parties cannot agree upon an arbitrator within five (5) days from the date on which the Board was notified that arbitration would be pursued, the Association may pursue the grievance by filing a demand for arbitration with the American Arbitration Association within thirty (30) days of the date of the Board's decision. The Board and Association will not be permitted in the arbitration proceedings to assert any grounds or to rely on any evidence not previously disclosed to the adverse party. The arbitrator will have no power to alter, add to, or modify in any way 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 fees and expenses of the arbitrator will be shared equally by the parties.

C. Powers of the Arbitrator.

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. The arbitrator shall have no power to establish salary schedules.
2. The arbitrator shall have no jurisdiction to rule on any of the following:
 - a. The termination of services or failure to reemploy any probationary teacher;
 - b. Any matter involving the content of an employee evaluation.
 - c. Any matter involving an employee evaluation except rights specified by Article XI in this Agreement;
 - d. The failure of the Board to appoint or re-appoint a teacher to an extracurricular position;
 - e. Any matter for which there is recourse under federal or state statute, including but not limited to, matters for which recourse is available under the Michigan Teachers' Tenure Act.
3. He/she shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board of Education as to the reasonableness of any such practice, policy, rule or any action taken by the Board. His/her power shall be limited to deciding whether the District has violated the express articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the District from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved managerial rights of the school district.
4. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the arbitrability of said dispute.
5. The school district shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed. All claims for back wages shall be Limited to the amount of wages that the employee would have otherwise earned, less any compensation that he/she may have received from any source for the period for which back pay is claimed. No decision in any one case shall require a retroactive financial adjustment in any other case.

ARTICLE 16: TEACHING HOURS AND LOADS

A. Starting and Dismissal Time.

The starting and dismissal times for students will be established by the Board.

B. Teacher Day.

The teacher will be at school fifteen minutes before classes start and thirty minutes after classes end. If needed they will stay for forty-five minutes.

1. During such time the teacher is expected to be in the building and available to the students, parents, and administrators.
2. Early dismissal to accommodate transportation schedules from the Island will be allowed on Fridays and the first days of scheduled vacation periods. Early dismissal means that the teacher will be excused at the same time as the students.
3. Exceptions to the contracted teacher's work day may be requested of the superintendent. His decision will be final and will not set any precedents.
4. A teacher who is absent from work because it is not possible to fly or cross to the Island shall be granted 5 days per year in which the sub rate plus 5% of the sub rate for retirement shall be deducted from the teacher's pay to cover the absence. Absences in excess of the 5 provided in this section shall be docked on a basis of 1/180th per absence or any fraction thereof.
5. If commercial transportation facilities are available, and if the teacher fails to make use of said facilities, the time will be deducted on 180th of their salary or pro-rated thereof, subject to the Superintendent's discretion. If the Superintendent decides that the reason for the absence was valid, the teacher will be allowed to use a deduct from their store of personal and/or sick days.
6. The Superintendent's decision will be final and not subject to the grievance procedure.

C. Teacher and Student Days.

The Board and the Association agree that teachers will be scheduled for a minimum amount of time that the Michigan Department of Education or state law defines as an academic school year in the State Aid Act.

D. Make-up Days.

Any days lost because of emergency school closings or conditions beyond the control of school authorities which the State Department of Education or state law requires to be made up or rescheduled or which must be made up or rescheduled to avoid loss of State Aid will be rescheduled. Teachers will perform their regular duties for rescheduled days or time without additional compensation.

Demands Beyond the Teaching Day and Beyond time Scheduled for Students

The Association and its members recognize that their responsibilities require the performance of some duties that involve the expenditure of time beyond the normal teaching day. Among those responsibilities, which teachers agree to assume, are staff meetings, in-service meetings, parent-teacher conferences, class sponsorship activities and attendance at Board meetings, in which that are directly involved or to which they have been invited to be available for presentation. When possible, a forty-eight (48) hour notice will be given.

E. Teacher Lunch Period.

When possible teachers will be given an uninterrupted thirty (30) minute lunch period. However, teachers may be requested to take turns in supervising the hot lunch room while eating with the students. When not called upon for lunch duty a teacher, upon notifying the school office, may leave the building to attend to personal business which cannot be transacted during non-school time, banking, etc.

F. High School Preparation Time.

When possible, teachers of grades seven through twelve will be given a preparation period free from classroom teaching assignments.

1. During such preparation period, teachers will be available for student conferences, parent conferences, and/or administrative conferences.
2. If, because of reduction in personnel and/or shortage in personnel, becomes necessary to assign a classroom teacher to classroom duties during such preparation period, such assignments will be discussed first with the Association.

G. Elementary School Preparation Time.

When possible, teachers of grades kindergarten through six will be given a preparation period free from classroom teaching assignments.

1. During such preparation period, teachers will be available for student conferences, parent conferences, and/or administrative conferences.
2. If, because of reduction in personnel and/or shortage of personnel, it becomes necessary to assign a classroom teacher to classroom duties during such preparation period, such assignments will be discussed first with the Association.

ARTICLE 17: TEACHER ABSENCE REPORTING

A. Telephone Reporting.

Teachers will be informed during their orientation of the telephone number(s) they will call to report their unavailability for work. When a teacher is unable to work, he will call the telephone number(s) provided as early as possible, but no later than ninety (90) minutes prior to the teacher's scheduled reporting time, in order that arrangements can be made for a substitute.

B. Reporting Absence Known in Advance.

If a teacher knows that he will be unable to return to work the next day following an absence, he will report accordingly before the end of the school day of the day prior to the absence.

ARTICLE 18: SCHOOL CLOSING

A. Reporting for Work.

It is expected that teachers will report for work at their regular time, or as soon thereafter as conditions permit, unless they have been notified by the superintendent or his designee not to report for work.

All school closings shall be called in by 8 a.m. on radio stations: WQLZ, WJML, WMKC.

B. Unable to Report.

A teacher will notify the superintendent or his designee as soon as possible of any situation which makes it impossible for him to report to work.

ARTICLE 19: USE OF SCHOOL FACILITIES

A. Use of School Building.

After dismissal of students for the day and prior to 5:00 p.m., the Association may use certain facilities, without cost, for its regular meetings, special meetings, etc., provided that the Superintendent or his designee is notified in advance and approves the request, and determines that such use does not conflict with or interrupts normal school operations. All requests for use of school facilities after 5:00 p.m. on holidays and/or weekends must likewise be authorized by the Superintendent or his designee. The Association agrees to see that the building is properly secured before the last member's departure.

B. Use of Bulletin Boards.

Bulletin boards may be used to post notices of meetings and announce other information necessary for its administration.

C. Mailboxes.

The Association may use school mailboxes for organization material.

D. School Equipment.

The Association may use school equipment normally available to teachers, provided that such equipment is not otherwise in use. The Association will pay for the current cost of all material incident to such use, including damage to equipment, if any. Equipment will not be removed from the school building without the prior approval of the superintendent or his designee.

E. Tutoring and Building Use.

Teachers will not tutor for pay in the school building during the school year unless they have the advance approval of the Superintendent.

F. Duly Authorized Agents.

Duly authorized representatives of the Association will be permitted to transact official Association business on school property at reasonable times, provided that such use shall not interfere with or interrupt normal school operations, and that use of the school facilities has been authorized by the superintendent or his designee.

ARTICLE 20: INFORMATION REQUESTS

A. Information to Association/Board.

The Employer agrees to furnish to Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits; register of bargaining unit personnel; tentative budgetary requirements and allocations (including county allocation board budgets); agendas and minutes of all School Board meetings; treasurer's reports; census and membership data; names and addresses of all bargaining unit members; salaries paid

thereto and educational background; and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of bargaining unit members and their clients, together with information which may be necessary for the Association to process any grievance or complaint.

B. Discussion of Views.

Upon written request by the Association, the Board will give the Association an opportunity to discuss its views with the Board before the Board takes final action on the following matters:

1. Proposed referenda on millage of bond issues;
2. Proposed major revisions of educational policy;
3. Proposed reductions in personnel.
4. Letters of intent.

ARTICLE 21: CONTRACT REVIEW

A. Meetings.

The superintendent and/or his designated representative(s) and the president of the Association and/or his designated representative(s) may meet for the purpose of reviewing and discussing mutual concerns about this Agreement. The time of such meetings will be mutually determined by the superintendent and the Association president.

B. Waiver.

It is recognized that during the life of this contract matters of mutual concern may come up from time to time. The parties agree to meet, confer, and attempt to resolve such matters. Either party may request discussions leading to the resolution of these matters and after the initial meeting, additional meetings must be mutually agreed upon. It is also agreed that this contract will not change except if mutually agreed to in writing.

ARTICLE 22: DUES DEDUCTION

A. Fee Deduction.

The Board agrees to deduct from teacher's salaries dues, representation fees, or special project fees, and transmit the monies to the appropriate Association.

B. Membership Certification

The Mackinac Island Education Association will give the District written certification of current membership dues or fees.

C. Deduction Method

Deductions referred to in Section "A" above will be made in equal installments on alternate paydays beginning with the second payday of each school year.

D. Representation Fee

Those employees who are members of the Association shall, as a condition of employment, continue membership in the association or pay a representation fee. Present employees, (who are not Association members as of June 30, 1993) and all new hirees, shall have the option of: (1) becoming Mackinac Island ELA members, (2) becoming representation fee payers, (3) making special project payments to the Association in the amount equivalent to the current membership fee. An employee who selects options 1 or 2 shall no longer be eligible for option 3. The fees paid by the non-members to the Mackinac Island EA shall be deposited in the account for local school educational projects and dispersed for that purpose only. The Mackinac Island EA membership shall determine the projects making notification to the board not later than June 30 annually. Teacher authorization will be in writing.

E. Save Harmless.

The Association will indemnify and save harmless the Board, the School District, individual members of the Board and administrative employees for all actions taken pursuant to this Article for all sums improperly checked off and remitted to the Association plus any costs, including attorney's fees, incurred by them.

ARTICLE 23: - INSURANCE

A. Premium Contributions.

Contributions for insurance premiums are provided at Board expense for a 12 month period from September 1 to August 31. Teachers will pay any deductible and prescription co-pays.

B. Extent of Coverage.

The Board does not obligate itself to expend the total per teacher limit of said insurance premiums if the cost of such coverage for any individual teacher is less than the amount set by the Board for premium contribution.

C. Amount of Coverage.

The Board agrees to provide the cost of insurance for the teacher and his/her eligible dependents for **2009-10, 2010-11, 2011-12**, subject to the limitations contained herein.
2012-13 (District will impose hard cap for Insurance)

1. Full Year but less than Full Time. Certified teachers employed Less- than full time will receive a pro-rated share of insurance coverage. The basis of proration shall be set forth in the individual's contract.

2. Full Time for Less than a Full Year. For a full-time teacher who will have taught for less than a full year, said insurance coverage will be determined by dividing the amount of insurance to which said teacher would have been entitled as a full-year teacher by days in session and multiplying that amount by the number of contractual days with students.

3. Full-Time. For a full-time teacher the following insurance benefits will be provided:

a. The Board will provide without cost to the employee the following benefits:

Plan A for employees electing
health insurance
MESSA CHOICES II
\$20 Office Visit
\$10/20 Rx
\$500 - \$1000 deductible
Long Term Disability 66 2/3'L

\$1,500 maximum
90 Calendar days - modified fill
Pre-existing condition waiver
Freeze on offsets
Maternity coverage
Alcohol/Drug - same as any
other illness

Mental/Nervous - same as any
other illness
Cost of living benefit

Negotiated Life \$40,000 AD & D
Vision VSP-3
Dental 80/80/80: \$1,300

(\$1,000 Class I and II)
Plan year July 1 through June 30

Long Term Disability Same as
above

Negotiated Life \$40,000 AD & D

Vision VSP-3
Dental 80/80/80: \$1,300
\$1,000 Class I and II
Plan year July 1 through June 30

Effective November 1, 2011

MESSA Choices II

\$20 office visit

\$10/20 Rx

\$500/1,000 deductible

November 1, 2011 through June 30, 2012 the district will reimburse:

\$20 office visit to \$5 office visit

\$10/20 Rx to \$5/10 Rx

Fully reimburse deductible

PLAN B for employees not electing health insurance

- b. The single subscriber rate shall be provided to employees who do not elect **MESSA Choices II**. The single subscriber rate may be used toward MESSA options and/or annuities of the employee's choice.
- c. Prior to the end of the school year each year the Association agrees to objectively review the current insurance components with a Board committee to determine if a change could be made. The Board agrees that a change will not be made unilaterally, but only with the approval of the Association.

D. Effect of Employment Termination.

Teachers whose employment terminates prior to the expiration of their contract will have their insurance coverage prorated by dividing that teacher's coverage by days in session and multiplying that number by the number of full-time equated student Instructional days completed.

E. Continuation of Coverage

Teachers or their families may continue their health insurance coverage as specified by law by paying the cost of their monthly premiums directly to the District.

F. Naming Carrier/Number of Companies.

The District will make payments to no more than two (2) health insurance companies. The District reserves the right to name the carrier(s) for health insurance and may change such carriers upon written notification to the Association President, with the coverage from said carrier commencing sixty (60) days from the date of notification of the Association President.

ARTICLE 24: ASSOCIATION DAYS

A. Number and Conditions.

The Board will allow Association representatives an aggregate total of five (5) days of released time, not chargeable to the teacher's sick leave and/or personal leave, with pay, to attend state and/or national workshops, conventions, and/or meetings, provided that:

1. The total number of days per school year for Association representatives does not exceed five (5) school days;
2. The Association agrees to pay the cost of substitute teachers hired to cover the assignment of Association representatives during their absence;
3. No more than two (2) Association representatives may be absent concurrently for such activities;
4. Qualified substitutes are available to cover the assignments of Association representatives attending such functions;
5. All expenses connected with such activities will be paid by the Association and/or its representatives;
6. The Superintendent, as the Board's representative, has been given at least five (5) days prior notification of the activity to be attended and the name(s) of the Association representatives attending same.

B. Final Authority.

The superintendent has the right to refuse a request to attend a function by a teacher who has a record of prolonged absence from the classroom. The Superintendent's decision will be final and not subject to the grievance procedure. However, this is limited to association leave.

ARTICLE 25: LEAVES OF ABSENCE

A. Compensation and other Exclusions.

Unless otherwise provided by this Agreement, all Leaves of absence which may be granted will be without compensation, fringe benefits, retirement benefits and/or experience credit applicable to the salary schedule.

B. Extent of Leave and other Conditions.

No extended leave, with the exception of that granted for service in the armed forces of the United States, will be for a period of more than one (1) school year.

C. Association Representative Leave.

The Board may grant one (1) teacher, designated by the Association, a leave of absence (without pay) for one (1) year for the purpose of engaging in Association activities at the State or National level.

D. Educational improvement.

Unpaid leave of absence for not more than one (1) year shall upon recommendation of the superintendent and approval of the Board, be granted for educational improvement as follows:

1. Study related to the teacher's field of certification;
2. Study to meet eligibility requirements for certification other than that held by the teacher at the time of application for such leave of absence;
3. Study, research or special teaching assignments involving advantage to the District.

E. Military Leave.

Unpaid military leave will be granted, upon written application, for induction or enlistment in Lieu of induction into any branch of the armed services of the United States for the duration of any conflict or for a period of one enlistment.

F. Sick Family Member.

A leave of absence without pay shall, upon recommendation of the superintendent and approval of the Board, be granted for not more than one (1) year for the purpose of caring for a sick member of the teacher's immediate family.

G. Public Office.

The Board may grant a leave of absence without pay to any teacher for the purpose of campaigning for and/or serving in any public office, unless prohibited by law. Such leave will be granted for not more than one (1) year.

H. Child Rearing.

An extended leave without pay of not more than one (1) year may be, granted to any teacher for the purpose of child rearing.

I. Disability Leave.

Upon exhaustion of the teacher's accumulated sick leave, an unpaid leave of absence, not to exceed one (1) year, may be granted to any eligible teacher for recovery from temporary disability.

1. The teacher will request, in writing, a leave of absence for disability. The teacher shall request the beginning and ending dates of leave, with the final decision being made by the Board.
2. Prior to returning from leave, the teacher will present a written statement from his/her doctor certifying his/her fitness to resume his/her normal job responsibilities.
3. Lesson plans shall be submitted to the substitute teacher for the first week of absence.

J. Jury Duty and/or Serving as a Witness.

The teacher shall be paid with the following qualifications:

1. The teacher shall remit to the District the juror fees received from the Court, or the teacher will give written authorization to the District to deduct same from his/her pay.

K. Other Requests.

The Board will consider other requests for leaves, upon written application by the teacher to the Superintendent.

L. Leave of Absence Requirements.

Upon the granting of a leave of absence for the purpose of this article, the following requirements shall apply:

1. The District and the teacher shall enter into a formal letter of agreement with a copy-sent to the Association President.
2. The agreement will contain the specific terms of the leave.

3. The agreement will contain a statement that failure of the teacher to comply with the terms of the leave or to give the required notice is cause for termination of employment and their position shall be deemed vacant.

ARTICLE 26: SICK LEAVE

A. Granting of Sick Leave.

Sick leave will be granted as follows:

1. Less than Full-time Teachers. Teachers teaching less than full-time, but more than half time, will be entitled to a pro-rated number of sick days according to their contractual status - probationary or tenure.
2. Probationary and Tenure Teachers. A tenure teacher will be entitled to twelve (12) sick days per year upon signing his/her contract for the following school year. Such days will not be available for his/her use prior to the beginning of the new school year.

A teacher failing to complete the school year for reasons other than personal illness will have one (1) sick day deducted for each twenty (20) student instruction days or portion thereof not completed. In the event the teacher has used all sick days which would have been available had he completed the school year, he will have such days which exceed these limitations deducted from his final pay on the same pro- rated basis.

B. Accumulation of Sick Leave.

Sick leave days and unused personal business leave days may be accumulated as follows:

1. The unused portion of the teacher's sick leave shall accumulate from year to year to a maximum of one hundred fifty (150) days. Each teacher shall be notified in writing of the accumulated days, including days of the current school year, by the 1st of October, and before the end of the school year.
2. Unused personal business leave days will be added to the teacher's accumulated sick leave at the end of the school year.

C. Involuntary Sick Leave.

Upon the recommendation of the superintendent the Board may require a teacher to submit to physical and/or mental examinations by qualified physicians to determine whether or not involuntary sick leave is warranted. Such required examinations will be at the expense of the Board.

1. In the event the Board determines that involuntary leave is warranted, based on the physician's written report, the teacher's absence while on such leave will be charged against the teacher's sick leave. At such time as the teacher exhausts his/her accumulated sick leave, he/she will be considered to be on temporary leave. Salary

and/or other compensation shall terminate, except those which may be pro-rated on the basis of the number of instructional days taught by said teacher. Insurance benefits shall continue until October prior to the beginning of the next school year unless the teacher is terminated, or chooses to resign from the District.

2. In the event the teacher refuses to submit to such examination, such refusal may be grounds for immediate termination of said teacher's employment. In this case, the teacher will not be entitled to any leave days, and all benefits, compensation, and obligations to said teacher by the District will immediately terminate.
3. In the event that the teacher disagrees with the results of said examination(s), he may obtain a second medical opinion by a qualified physician at his own expense.
4. The decision to place the teacher on involuntary leave will rest with the Board.
5. The Board will comply with the Tenure Act when placing a teacher on involuntary leave.
6. In the event the teacher has exhausted all sick leave, all days missed beyond the teacher's available sick leave will be on the basis of no pay.

D. Absence in Excess of Five Days.

In the event there is a pattern of absenteeism, suspected abuse of leave or the teacher is absent for illness in excess of five (5) consecutive school days, the Board may require an examination by a physician selected by the Board. Such examination will be at the Board's expense. In lieu thereof, the Board may require the teacher to provide written confirmation of his/her incapacitation by his/her physician and at the teacher's expense.

E. Use of Sick Leave for Reasons Other Than Personal Illness or Injury.

In addition to personal illness and/or personal injury, leave of absences may be granted with pay and chargeable against the teacher's sick leave by the Superintendent or his designee upon written application by the teacher within the following limitations:

1. Emergency Illness. Two (2) days when emergency illness and/or injury in the teacher's immediate family requires him/her to make arrangements for care. Immediate family is defined as husband, wife, mother, father, sister, brother, children, grandchildren, father and mother-in-law, daughter and son-in-law, and grandparents of member or spouse. This also includes dependents living in the immediate household.
2. Critical Illness in the Immediate Family. Up to five (5) days per school year.
3. Health Related Examinations/Consultations. Dental, medical, and/or optical examinations, appointments, and/or consultations.

4. Other. Other absences may be permitted at the discretion, and upon the sole judgment, of the Superintendent provided that the reason(s) for such absence is given to the superintendent and that the teacher's record of absence from the classroom is not excessive.

F. Notice of Accumulated Sick Leave.

Teachers will be given written notice, not later than the end of the first full week in October of each school year, and again during the last two full weeks of the school year, of their total accumulated sick leave.

G. Reason for Denial of Requests for Leave.

Requests for leaves for other than personal illness/injury and/or death in the immediate family may be denied by the Superintendent upon the facts in each case subject to the following limitations including, but not limited to:

1. The availability of qualified substitutes and/or District personnel to cover the absent teacher's assignment;
2. Requests for absence during teacher orientation days and/or in-service days. The Superintendent may waive the in-service days Absence if the teacher's presence is not critical and provided that the teacher makes up any work missed by his/her absence.
3. Requests for absence during the last week of school or prior to vacation periods.
4. Requests for the day(s) prior to and immediately following a regularly scheduled school vacation.

H. Notification of Denial of Request for Leave.

If a teacher's request for leave is denied, then the Superintendent or his designee will notify the teacher accordingly, prior to the requested Leave date.

I. Use of Sick Leave for Education

Upon completion of hours required by the State of Michigan for continued certification, teachers who are enrolled at an accredited university or college may convert up to fifty percent (50%) of their accumulated sick leave as determined by October 1st of each school year at the rate of fifty dollars (\$50) per day to pay for college tuition, fees, and books. The course(s) must be related to that teacher's field or, if other, Is subject to preapproval by the Board or the Board's designee. Reimbursement will be made upon documentation of the expenses incurred within sixty (60) days after said documentation has been supplied to the Board.

J. Personal Illness Beyond Accumulated Sick Leave

1. The teacher will provide a statement from his physician to the superintendent verifying that such absence is necessary.
2. An extension may be granted by the Board, but not for more than one (1) year at a time.
3. Upon returning from such leave, the teacher will be assigned to the same position, if available, or to a position for which he is certified and qualified.
4. The teacher's intention to return to a teaching position during the next school year will be made, in writing, prior to March 15th.
5. If a teacher whose sick leave has been extended does not apply for a leave of absence, specifying when he will return, within fifteen (15) calendar days of receiving a certified letter containing a copy of Article 25, Section H, the individual contract between the teacher and the Board will become null and void.
6. Sick Leave – Donation to Staff Member
A full time staff member who is covered under this contract may donate up to 10 of their sick days, in a year, to another full time staff member who is covered under the contract if the receiving staff member has depleted their sick bank.

ARTICLE 27: PERSONAL BUSINESS LEAVE

A. Number of Days.

The Board agrees to provide personal business leave days with pay and not chargeable against the teacher's sick leave as per the conditions following.

1. Probationary Teachers. After completing the first ten (10) days of instruction in any school year, a probationary teacher will be entitled to a maximum of three (3) personal business days per school year.
2. Tenure Teachers. After completing the first ten (10) days of instruction in any school year, a tenure teacher will be entitled to a maximum of five (5) personal business days per school year.
4. Less Than Full-Time Teachers. Teachers who teach less than full- time, but half time or more, will be entitled to a pro-rated portion of the personal business days to which they are entitled according to their contractual status.

B. Accumulation.

Personal business days may not be accumulated from year to year. Unused personal business days will be added to the teacher's accumulated sick leave at the end of the school year.

C. Use/Regulation of Personal Business Leave.

The Association recognizes that the members of same were hired to teach and to handle the duties pursuant to teaching. Accordingly, the teacher will be required to apply for personal business days in writing to the Superintendent or his designee in accordance with this Agreement. The teacher will be required, therefore, except in cases of emergency and/or when the number of teachers requesting such days exceed the availability of qualified substitutes and/or the capabilities of the staff and/or other District personnel to cover assignments, to give the following reasons to support their request:

- Legal or court appearance;
- Business of a personal nature. A brief explanation to the superintendent must be provided to support such a request;
- Household or family matter.

1. Death in the Immediate Family . Up to five (5) days, or as determined by the Superintendent, per school year for a death in the teacher's immediate family.

a. Immediate family is defined as father, mother, spouse, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in parental grandparents, child, and dependents in household.

2. Emergency/Catastrophe: Up to three (3) days per school year may be granted for:
 - a. Fire;
 - b. Accident;
 - c. Serving as pallbearer.

3. Legal/Business/Household and/or Family Matters. Matters which require absence during school hours and which cannot be taken care of during lunch and/or rescheduled for times when school is not in session.

4. Immediate Family Matters. Up to three (3) days per school year will be granted upon request for:

- a. Immediate member of the teacher's family leaving for military service, provided such is outside the boundaries of the Intermediate School District of which the local District is a member.
- b. Marriage or graduation of the teacher or a member of the immediate family.
- c. Graduation exercises in which the teacher is a candidate for a degree.
- d. Child born to spouse and/or adoption of child.

D. Confidentiality.

When a decision must be made by the Superintendent or his designee as to which request(s) will be given priority, the decision shall be based on seniority.

E. Notification Procedure.

Requests for personal business leave will follow the guidelines herein:

1. Except in emergencies whose occurrence could not reasonably be foreseen, requests will be made in writing to the Superintendent or his designee on a form provided by the District not less than five (5) school days prior to the requested day(s) of absence.
2. In the case of emergencies, it will be the responsibility of the teacher to contact, personally, the Superintendent or his designee, to explain the circumstances justifying the request for such leave.
3. Except for extenuating circumstances, the determination of which is at the discretion of the Superintendent, such personal days may not be taken two (2) school days prior to and/or immediately following a scheduled school vacation period. The decision of the Superintendent will be final, and his decision will not set a precedent for future requests.

F. Leave Caused School Closing.

In the event that teachers must be absent for reasons contained in this Article and their assignments cannot be covered, and school must be closed therefore, the Association agrees that such day(s) will be made up without the District providing the teachers with any extra compensation beyond their contractual salary. This is intended to cover situations of mass absences and other emergencies.

G. Use of Personal Business Days for Employment.

The use of personal business days for reasons of employment other than by the Mackinac Island Public School will be prohibited. Violation of this provision may result in the termination of the teacher's contract.

H. Notification of Denial of Request for Leave.

If a teacher's request for leave is denied, then the Superintendent or his designee will notify the teacher accordingly prior to the requested leave date(s).

ARTICLE 28: MISCELLANEOUS

A. A tenure teacher who for reasons other than personal illness and/or death in the immediate family fails to report for the first ten (10) days of the new school year will be terminated.

B. All compensation due the teacher under this Agreement shall be paid to said teacher's beneficiary(ies).

C. The parties agree that the school building shall be a smoke free zone during the hours of regular classroom instruction and scheduled student extracurricular activities.

ARTICLE 29: EXTRA DUTY ASSIGNMENTS

A. Present Extra Duty Assignments.

The Board agrees to compensate persons assigned to class sponsorship by the superintendent or his designee on the basis of the following:

1. Class advisors at, the high school level (grades seven through twelve) shall be paid a stipend of two hundred dollars (\$200) per year.
2. Organizers/leaders of extra-curricular clubs shall be paid a stipend of two hundred dollars (\$200) per year providing said club/organization is Board approved.

B. Varsity Basketball & Volleyball

Step 1	\$1050
Step 2	1150
Step 3	1360
Step 4	1570
Step 5	1780

Co-ed Soccer

Step 1	\$630
Step 2	740
Step 3	950
Step 4	1150
Step 5	1350

Track

Step 1	\$470
Step 2	575
Step 3	680
Step 4	790
Step 5	890

C. Additional Positions.

The Board will consider additional activities, upon presentation in writing, through the superintendent, of a proposal for said activity.

1. If approved, such positions will be subject to all provisions and conditions of this Article, plus any additional stipulations considered appropriate to the position.
2. Compensation for such positions will be established on a flat dollar rate and will not be tied to the salary schedule of the District.
3. Any activity which any persons have conducted prior to Board approval and without discussion with, and written approval of, the Superintendent or his designee need not be considered for compensation for any and/or all expenditures prior to the next school year. The District will incur no liabilities for the year, or part thereof, during which such activity was conducted without approval.

D. Assignment Conditions.

The assignment of extra duty responsibilities will be made within the following guidelines.

1. Compensation for such assignments will be set by the Board;
2. Extra duty assignments will be open to any qualified person, whether or not a member of the Association;
3. It is understood that such positions are exempt from:
 - a. Seniority;
 - b. Tenure;
 - c. Fringe benefits;
 - d. Grievance
4. Assignments will be made on an annual basis. Annual appointment and/or continuation of appointment and/or position will be at the discretion of the Board or its designated representatives.

E. Obligations and Conditions of Reimbursements.

1. A person who accepts assignments under this Article agrees to carry out all responsibilities as are described by the Board for such activity.
2. Failure to carry out such responsibilities and duties will result in no payment to the person involved.

3. It is understood that the financial transactions of any activity will be under the direct supervision of the individual in charge, and that such procedures will conform to the District policy concerning same. Where the person in charge has failed to follow such and/or to adequately protect and/or account for funds under his/her supervision and/or control, said person will be held liable for losses, irregularities, etc. and said person shall also be subject to discipline up to and including discharge.
4. Unless otherwise determined by the Superintendent, reimbursement will be made at the conclusion of the activity after completion of the activity's financial report and its presentation to the Superintendent or his designee.

ARTICLE 30: SCHOOL CALENDAR

A. Association Cooperation in Development.

The Association president agrees to appoint two (2) members of the Association to work with the District in establishing a Preliminary calendar for presentation to the Board.

B. Presentation of Calendar.

Prior to the second week of August, the Board and/or its designated representative will present the Association President with a proposed calendar for the current school year. Within two (2) weeks from such presentation, the Association will be provided an opportunity to present suggested changes and/or revisions in said calendar prior to official adoption of same by the Board.

ARTICLE 31: SALARY SCHEDULE AND CONDITIONS

A. General Conditions.

1. Advancement on the salary schedule shall be in accordance with the academic preparation guidelines contained in the salary schedule.
2. Step advancement shall be based on 1 step per contract year. Step advancement for less than full time employment and/or less than a full year shall be prorated based on the amount of the contract/academic year that has been completed. Advancement shall occur when a teacher has completed 1 contract/academic year, as defined by the Michigan Department of Education, this contract, and/or the State Aide Act.
3. This provision shall not be retroactive.
4. Changes in Degree Schedule . A teacher who, by academic preparation or change of certification, becomes eligible for a change in assignment will be moved either at the beginning of the school year or at the beginning of the semester, provided that:

- a. A copy of documentation of credits earned by the teacher is provided prior to such times to the Superintendent or, in lieu thereof, a certified letter from the University awarding the degree/credits is forwarded directly from such University to the Superintendent, verifying that the teacher has been, or will be, awarded the degree/credits.
- b. A valid teaching certificate shall be presented to the superintendent by the teacher.

B. Credits Above Bachelor Degree.

B.A. + 18 Semester Hours. To be eligible for advancement on the salary schedule the teacher must:

1. Provide the superintendent with documentation that he has completed the requirements set down by the State of Michigan for such.
2. The Board shall grant to newly hired teachers experience credit for actual teaching time served with proper certification.

C. Salary Schedule - Longevity Clause

After 14 years of recognized teaching experience, the teacher shall receive an additional 2% of their annual salary.

After 19 years of recognized teaching experience, the teacher shall receive an additional 3% of their annual salary.

After 24 years of recognized teaching experience, the teacher shall receive an additional 4% of their annual salary.

D. Salary Schedule – 2009-10, 2010-11, 2011-12
2009-10

Step	BA	BA + 18	BA + 35/ MA	MA + 18
1	\$34,135	35,159	36,214	37,298
2	\$36,339	37,430	38,553	39,709
3	\$38,546	39,702	40,892	42,107
4	\$39,855	41,974	43,232	44,529
5	\$42,956	44,126	45,572	46,939
6	\$44,170	46,517	47,911	49,349
7	\$47,367	48,765	50,247	51,759
8	\$48,519	51,061	52,592	54,170
9	\$51,905	53,331	54,932	56,579
10	\$52,799	55,603	57,271	58,990
11	\$56,189	57,876	59,611	61,400
12			61,951	63,809
2% after 14 years	57,312	59,033	63,190	62,628
3% after 19 years	57,874	59,612	63,810	65,724
4% after 24 years	58,436	60,191	64,429	66,362
Longevity Clause				

2010-11 Salary Schedule

Step	BA	BA + 18	BA + 35/ MA	MA + 18
1	\$34,766	35,809	36,884	37,988
2	\$37,011	38,122	39,266	40,444
3	\$39,259	40,436	41,649	42,886
4	\$40,592	42,751	44,032	45,353
5	\$43,751	44,942	46,415	47,807
6	\$44,987	47,378	48,797	50,262
7	\$48,243	49,667	51,177	52,717
8	\$49,417	52,006	53,565	55,172
9	\$52,865	54,318	55,948	57,626
10	\$53,776	56,632	58,331	60,081
11	\$57,228	58,947	60,714	62,536
12			63,097	64,989
2% after 14 years	58,372	60,125	64,359	63,787
3% after 19 years	58,945	60,715	64,990	66,940
4% after 24 years	59,517	61,305	65,621	67,590

Longevity Clause

2011-12 Salary Schedule & 2012-13 Salary Schedule

Step	BA	BA + 18	BA + 35/ MA	MA + 18
1	\$35,410	36,472	37,566	38,691
2	\$37,696	38,828	39,993	41,192
3	\$39,985	41,185	42,419	43,679
4	\$41,343	43,541	44,846	46,192
5	\$44,560	45,774	47,274	48,692
6	\$45,819	48,254	49,700	51,192
7	\$49,136	50,586	52,123	53,692
8	\$50,331	52,968	54,556	56,193
9	\$53,843	55,322	56,983	58,692
10	\$54,771	57,679	59,410	61,193
11	\$58,287	60,037	61,837	63,693
12			64,264	66,192
2% after 14 years	59,452	61,237	65,549	64,966
3% after 19 years	60,035	61,838	66,192	68,178
4% after 24 years	60,618	62,438	66,834	68,840
Longevity Clause				

ADDENDA - TWO-WAY INTERACTIVE TELEVISION (TWIT)

1. This agreement recommended be adopted as part of the local agreement hereinafter referred to as the TIDSS ADDENDA is entered into this 23rd day of September 1993, by and between the NEA/MEA and its respective local unit and the Mackinac Island Schools.
2. The Two-Way Interactive Delivery System for Schools (TIDSS) is an electronic networking system that provides an alternative instructional delivery system for use of the constituent school districts to include but not limited to the EUPISD and LSSU. As such, the system is in effect an educational utility system operated cooperatively by constituent school districts.
3. Each of the districts participating in the project are individual and autonomous districts each with its own local bargaining unit and local collective bargaining agreement. It is evident that any employer/employee relationship remains with each constituent district and local bargaining unit.
4. The contract language that follows is to be an addenda to each contract in the EUPISD. In order for this addenda to be in effect in any school district, it must be approved by the Board of Education for that district and its respective local association. Areas not covered by the addenda shall be governed by the terms of the local collective bargaining agreement of each constituent.

5. During the life of this Agreement, any party offering K-12 credit courses over the TIDSS System during the regular school day shall ratify the TIDSS ADDENDA. Regular School Day shall be defined as the daytime K-12 teacher work day of each local constituent school district as determined by its local collective bargaining agreement.

A. DEFINITIONS

1. Telecommunications or Telecommunications Classes shall be defined as the teaching of students via a two-way interactive television system between school districts known as Two-Way Interactive Delivery System for Schools (TIDSS).

2. Originating Site District shall be defined as the local/designation in which the responsible teacher is located and wherein the Telecommunications Class is being taught.

3. Remote Site District shall be defined as the location/designation where class Instruction is being received via television.

4. TTDSS, an educational utility, shall be defined as Two Way Interactive Delivery System for Schools.

B. RESPONSIBILITIES OF ORIGINATING AND REMOTE SITE DISTRICTS

1. The originating site shall be responsible for the course content, material selection. Instruction, testing and evaluation of students at the originating site district and at all remote site districts.

2. Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site district. If teachers are regularly assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be (regularly) assigned to supervise remote site students during the teacher's preparation period.

C. WORKING CONDITIONS

1. CLASS SIZE. The parties mutually agree that the purpose of EUPISD TIDSS Is to provide quality, cooperative academic programming in order to enrich education opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including students at the originating site district and those at remote sites, shall not exceed twenty-five (25) students per teacher, per class our.

2. CLASS PREPARATION

A. A teacher assigned to teach via TIDSS, shall have a maximum number of three class preparations including the telecommunications class. However, if it is necessary to exceed the maximum number of preparations one of the following two options may be implemented.

- (1) One additional preparation period
- (2) A stipend of \$500 per semester

B. Originating sites agree that for a teacher acting as a presenter of a telecommunications class (during the regular school day), the telecommunications class shall count as one (1) preparation as reflected on the daily teaching schedule.

3. CLASSES OUTSIDE THE NORMAL SCHOOL DAY/SCHOOL YEAR

Teachers who are full time employees presenting telecommunications classes which are scheduled outside the normal school day shall be compensated at the community school rate for classes.

4. EQUIPMENT

Each TIDSS participating district shall be responsible for the repair and maintenance of telecommunications classroom equipment at their site(s) Teachers are responsible for reporting malfunctioning equipment to their immediate supervisors.

5. TRAINING

Initial and on-going training in using telecommunication as an alternative educational delivery system shall be made available to teachers who will be presenting telecommunications classes. Telecommunications teachers participating in training outside of the normal school day/school year shall be compensated at the rate of .0007 times the average BA Base for EUPISD K-12 bargaining units, per hour, for such training.

6. TEACHER EVALUATION

The evaluation of teachers of telecommunications courses shall be specifically subject to the evaluation process contained in the local collective bargaining agreement of the originating site district. All evaluations/observations shall require the physical presence of the evaluator. No observation for the purposes of evaluation shall be done or conducted by electronic means.

7. MILEAGE

Originating site district teachers, who, from time to time, may be required to use their personal automobile to travel between sites or to training or to other meetings regarding TIDSS shall be reimbursed at the rate set by the district for all mileage paid for privately owned vehicles.

D. JOB SECURITY

1. The intent and purpose of the TIDSS PROJECT is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts ratifying this document and to provide educational resources to the students of these districts in a cost-effective and efficient manner.

2. It is not the intent and purpose of the TIDSS PROJECT to reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of telecommunications via TIDSS. Local reduction in personnel language shall prevail if staff reductions are necessary.

3. It is specifically understood that any local school district teacher presenting a K-12 telecommunications class during the day shall be a member of the bargaining unit. Bargaining

unit members as used in this agreement shall be defined as those employees of the district organized under Public Act 379.

E. SCHEDULING AND ASSIGNMENTS

1. The TIDSS Program Committee shall develop processes, procedures and recommendations for the annual determination of course offerings and the designation of originating and remote site district locations. The TIDSS Governance Committee shall make the final determination of course offerings, and site locations on or before June 1 of each year.

2. On or before June 15 (December 15 for second semester courses), of each year, the employer will post, in each building, a list of classes to be provided via two-way instructional television during the following school year. The list will indicate, with respect to each class, the districts that will be receiving same. The list will also identify the number and type of positions required to provide the classes listed. The MEA office will be sent a copy of each posting.

3. Teachers shall make their interest in teaching such classes known by sending notification of same to the Superintendent or designee in their school district.

4. Assignments to telecommunications courses shall be made on a yearly or semester basis and shall be by mutual agreement of the employee and the originating site district. Such positions shall be filled on the basis of (1) certification in the subject area, (2) demonstrated ability to use the system, (3) seniority and (4) employed by the originating site district.

5. Breaking Ties: Should seniority ties occur between individuals bidding on telecommunication classes, such ties shall be broken and the assignment awarded on the basis of a random draw.

F. BROADCAST AND REBROADCAST CONDITIONS

In accepting any assignment to teach a telecommunications course, the teacher assigned agrees to and acknowledges the following:

1. A telecommunications class may be televised for demonstration purposes by mutual consent of the teacher and the originating site district. Videotapes of telecommunications classes may be used for other purposes by mutual consent of the teacher and the originating site district.

2. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class.

3. Videotapes of telecommunications classes are the property of the originating site district.

4. All instructional presentations broadcast of TIDSS which teachers are paid to create and produce may be copyrighted by, and are the sole property of, the designated originating site district.

G. REVIEW PROCEDURE

1. It is agreed that representatives of the TIDSS Governance Committee and the employee designated team will meet annually on or before March 1 for the purposes of reviewing and, if necessary, modifying the TIDSS ADDENDA.

2. Inasmuch as the implementation and use of instruction by two-way interactive television in general and TIDSS specifically is developmental, the parties agree that it may be necessary to meet from time to time, in order to resolve issues that were not contemplated or addressed in this addenda and shall be subject to the approval process as outlined in Section A.4 of the TIDSS ADDENDA.

3. Either the Association or the EUPISD may initiate interim dialogue regarding the TIDSS ADDENDA by mutual consent that such is desired.

H. GRIEVANCE PROCEDURE:

Local grievance mechanism will be used.

I. COURIER SERVICES:

The Eastern Upper Peninsula ISD Delivery system may be used to provide regular courier service for the purpose of transporting documents, homework, class work, tests and materials between the various originating and remote site districts.

Mackinac Island Teacher Contract Agreement

The Mackinac Island Board of Education and the Mackinac Island Education Association agree to the following:

1. The collective bargaining agreement is for the term of July 1, 2009 to June 30, 2013.
2. Effective July 1, 2009, the 2009-2010 salary schedule shall be increased by 1.85%, the 2010-2011 salary schedule increased by 1.85%, and the 2011-2012 salary schedule by 1.85%. 0% for 2012-2013
3. Insurance coverage will change from Super Care to MESSA Choices II through June 30, 2012.
4. All contract language will remain the same.
5. This contract is retroactive to July 1, 2009.

Mackinac Island School Board Negotiating Team

_____ Leanne Brodeur Bunker	_____ Date
_____ Jack Armstrong	_____ Date
_____ Jason St. Onge	_____ Date

Mackinac Island Education Association Negotiating Team

_____ Karen Allen	_____ Date
_____ Susan Bennett	_____ Date
_____ Laura Eiseler	_____ Date

DRAFT

DRAFT

**MASTER AGREEMENT
BETWEEN THE MACKINAC ISLAND EDUCATION
ASSOCIATION**

and the

MACKINAC ISLAND BOARD OF EDUCATION

2009- 2013