

MASTER CONTRACT

BETWEEN

THE MACKINAW CITY BOARD OF EDUCATION

AND

NORTHERN MICHIGAN EDUCATION ASSOCIATION

2004-2007

Updates included

2007-2010

16070

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NMEA / MEA

EX

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Part-time teachers (those that teach 80% or less of a day) are intitled to one of the following benefits;

1) For those part-time teachers needing health insurance, the employee and the district will pay a proportionate amount of;

MESSA Super Care 1(\$100/200 Board paid deductible and \$5/10 co-pay with Board paying the difference)
MESSA/Delta Dental Plan-70/70/70: \$1,500/70: \$3,000
MESSA/Vision Service Plan-VSP 2 Silver

e.g. Employee works 248 min. of a 414 min. day, employer pays 60% of the health premium, employee pays 40%.

The district will provide at no cost to the part-time employee;

MESSA Life Insurance-\$25,000
MESSA LTD Plan-70%: \$2,500

2) For those part-time teachers not needing health insurance, the employer will contribute toward a cash option in lieu of health benefits. The amount shall be equal to the proportionate value of Super Care 1 single subscriber.

e.g. Employee works 248 min. of a 414 min. day, employer pays 60% of the Super Care 1 single subscriber rate in a cash option.

In addition to this cash option, the employee and the district will pay proportionate amount of;

MESSA/Delta Dental Plan-70/70/70: \$1,500/70: \$3,000
MESSA/Vision Service Plan-VSP 2 Silver

The district will provide at no cost to the part-time employee;

MESSA Life Insurance-\$25,000
MESSA LTD Plan-70%: \$2,500

Part-time teachers (those that teach $\frac{4}{7}$ or less of a day) are intitled to one of the following benefits;

1) For those part-time teachers needing health insurance, the employee and the district will pay a proportionate amount of;

→ % OF TEACHER WORK DAY

MESSA Super Care 1 (\$100/200 Board paid deductible and \$5/10 co-pay with Board paying the difference)

* MESSA Life Insurance-\$25,000

* MESSA LTD Plan-70%: \$2,500

MESSA/Delta Dental Plan-70/70/70: \$1,500/70: \$3,000

MESSA/Vision Service Plan-VSP 2 Silver

e.g. Employee works $\frac{3}{7}$ of the day, employer pays $\frac{3}{7}$ of the health premium, employee pays $\frac{4}{7}$.

2) For those part-time teachers not needing health insurance, the employer will

SECTION ONE
CONTRACTUAL PROVISIONS

Section 1.1

AGREEMENT STATEMENT

The Agreement entered into this 1st day of September, 2004 by and between the Board of Education of the Mackinaw City Public Schools, hereinafter called the "Board" and the Northern Michigan Education Association, MEA/NEA, hereinafter called the "Association."

Section 1.2

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Mackinaw City Public Schools is their mutual aim and that the character of such education depends predominantly upon the quality and the morale of the teaching service; and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulation policies and programs designed to improve educational standards; and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, parties, following extended and deliberate professional negotiations, have reached certain understanding which they desire to memorialize;

In consideration of the following mutual covenants, it is hereby agreed as follows:

RECOGNITION

- A. The Board hereby recognizes the Northern Michigan Education Association. MEA/NEA, as the exclusive bargaining representative, as defined in Section IX of Act 379, Public Acts of 1965, for all the professional personnel, including personnel on tenure, probation, and on per diem appointments, classroom teachers, guidance counselors and librarians. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined and references to male teachers shall include female teachers.

- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement, nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not consistent with the terms of the Agreement provided that the Association has been given opportunity to be present at such adjustment.

ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments, and Contributions in the Association which sum shall be in the amount of base dues for the school year 2004-2005, and shall thereafter be as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and By-Laws. Pursuant to such authorization, the Board shall deduct such dues, assessments and contributions from the regular salary check of the teacher each pay period beginning in September. Any teacher who shall not perform services for any entire month of the school year shall not be required to pay dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract. The Board will remit the full amount of dues for all members of the Association no later than November 30 of each year.
- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- C. This article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

FINANCIAL RESPONSIBILITY

- A. Each bargaining member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association/Union, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of association dues collected from association member. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Unions has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereof, applies only to non-union bargaining unit members. The remedies set forth in the Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of the Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

SCHOOL CALENDAR

- A. The parties agree that all aspects of the school calendar, except the first day of school, are negotiable including length of the school year, and further agree that the school calendar shall be set forth in Section 6.2. Any deviation shall be by mutual written consent.

- B. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board of Education to insure that there are a minimum of hours of actual student instruction to meet state requirements. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation. The actual dates on which any makeup days will be held will be negotiated by two designated representatives of the Association and two designated representatives of the Board of Education. Any agreement reached by such representatives will be binding on the Association without a formal ratification vote. In the event an agreement cannot be reached regarding the dates on which the makeup days will be held by March 15, the Board of Education shall establish such days.

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any rule, order, policy, or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative. The grievance must be filed within fifteen (15) calendar days of the violation, misinterpretation or misapplication, or within fifteen (15) calendar days of the discovery thereof.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on a form provided by the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- D. Within five (5) calendar days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within ten (10) calendar days, the superintendent or his designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of disposition shall be furnished to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitration shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the

arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the superintendent shall use his best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.
- K. Paid leave shall be provided any employee of the district who is called to testify at an arbitration hearing.
- L. In the event that a grievance is filed by a bargaining unit member of the Association that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may, by mutual consent, send the grievance directly to binding arbitration.
- M. If the Association files a demand for arbitration concerning a grievance pursuant to step G of the above-mentioned procedures and the Board files an action in Circuit Court to stay the arbitration, in the event the Board does not prevail in the ultimate court determination and the alleged grievance is directed to an arbitrator for a ruling on its arbitrability and/or merits, the Board shall reimburse the Association for any and all costs, including attorney fees, incurred by it as a result of its participation in the stay proceedings and appeals there from. Under such circumstances, in the event the Board does prevail in the ultimate court determination and the alleged grievance is held to be not arbitrable, the Association shall reimburse the Board for any and all costs.
- N. If the Association receives an unfavorable arbitration award and appeals such award to the Circuit Court, in the event the Association does not prevail in the ultimate court determination, the Association shall reimburse the Board for any and all costs including attorney fees, incurred by the reason of its participation in the initial appeal proceedings and any appeals there from. If the board receives an unfavorable arbitration award and appeals such award to the Circuit Court, in the event the Board does not prevail in the ultimate court determination, the Board shall reimburse the Association for any and all costs, including attorney fees incurred by reason of its participation in the initial appeal proceedings and any appeals there from.
- O. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

NEGOTIATION PROCEDURES

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

JUST CAUSE

- A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, or reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof, shall be subject to the professional grievance negotiations procedure hereinafter set forth.

- B. A bargaining unit member shall be entitled to have presented a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the teacher shall be advised immediately of said possibility and be advised of the right to representation under this provision of the agreement.

**SECTION TWO
EMPLOYEE RELATIONSHIPS**

Section 2.1

EMPLOYEE RELATIONSHIPS
VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to vacancies and new positions to consider the interests and aspirations of its teachers. Vacancies occurring within the bargaining unit and within the total professional staff, including newly created positions, shall be posted on a designated bulletin board in each building along with a copy of such posting to the Association. Positions as above described shall be posted at least ten (10) school days prior to being filled. Teachers may apply for such positions by submitting a written application to the personnel office. Said positions will be filled on the basis of the experience, competency, and qualification of the applicant and length of service in the District. When experience, competency and qualifications are substantially equal, the applicant with greater seniority shall be given preference.
- B. During the summer months when regular school is not in session, the Board will post in the personnel office all vacancies as above described and shall also forward at the same time copies of said vacancies to all teachers and the Association. Positions so posted shall remain posted at least fifteen (15) calendar days prior to being filled, application may be made in the same manner as above describe. Likewise, positions shall be filled in the same manner as above described. Likewise, positions shall be filled on the same basis as provided in Paragraph A above.
- C. Involuntary transfers may be affected only for reasonable and just cause. Prior to effectuation of any involuntary transfer, the Superintendent shall provide the affected teacher and the Association written reasons for the transfer.
- D. When involuntary transfers are affected for a necessary reduction in a school's staff allocation due to reduced student enrollments or the closing and/or consolidation of a building, said transfers will be made on the basis of years of service in the district: that teacher in the affected building possessing the least amount of service and applicable certification being transferred first.
- E. All communications obtained by a teacher in confidence during the course of his/her professional duties which if disclosed to other persons might result in substantial and irreparable harm to the student involved need not, except with consent of said teacher, be disclosed to anyone, including but not limited to any school administrator, parent or guardian, unless such disclosure has been determined to be required by law. In addition, the refusal to reveal such information shall not be considered cause for discipline or dismissal nor may any reference to such a refusal become part of any personnel record unless such refusal is made in bad faith by the teacher.

TEACHERS RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation or other concerted activities for mutual aid and protection As a duly elected body exercising government power and under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United Sates; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

*Probationary
Teacher
too much
rights*

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.

C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with the information which may be necessary for the Association to process any grievance or complaint.

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

*if adverse
to school*

E. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.

F. A teacher will have the right to review the contents of all records, excluding initial references, of the district pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such review.

G. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in his/her personnel

file unless the teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The teacher may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. If the material to be placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. When a teacher is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file.

- H. The Board agrees that it will in no way discriminate against or between employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence.

PRIVACY RIGHTS OF EMPLOYEES

- A. The Board recognizes the employee's right to have the consideration of his or her dismissal, suspension, discipline or the consideration of periodic personnel evaluations conducted by the Board of Education in a closed hearing pursuant to the provisions of the Open Meetings Act, at the request of the named employee. The Board agrees that any vote to proceed on allegations, complaints or charges brought against an employee shall be conducted in open session and that the employee shall not be identified in any public minutes of the Board of Education.
- B. The Board further agrees that all employment records regarding dismissal, suspensions, discipline, complaints, allegations, charges, medical, counseling or psychological records, or personnel evaluations shall not be released to third parties absent the written consent of the employee or as required by law. The Board further agrees that in the event a request is made by a third party for such records, the Board shall promptly notify the employee and the association and agrees that at the request of the employee or the association that it shall deny the request and assert on behalf of the employee all applicable Freedom of Information Act exemptions.
- C. The provisions of this article shall not prevent the Association from having access to any employment records reasonably related to its duties as the exclusive bargaining representative.
- D. Save Harmless/Indemnification Clause
In the event of legal action against the Board brought in a court pursuant to FOIA, because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, providing:
 - A. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and,
 - B. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.
 - C. The Association shall have the right to compromise or settle any such claim made against the Board under this section.

The Association agrees that in any action so defended, it will hold the Board harmless from any liability for damages, costs, and fees imposed by a final judgment of a court as a direct consequence of the employer's compliance with the Article, or as a result of a settlement negotiated by the Association, but this does not include any costs or fees paid as a result of the Board's decision to retain counsel independent of that provided by the Association.

TEACHER QUALIFICATIONS AND ASSIGNMENTS

- A. All new teachers including substitutes employed by the Board for any regular teaching assignment shall have a bachelor's degree from a NCATE accredited college or university, a provisional or permanent certificate, and not less than ten (10) weeks of supervised student teaching experience with a certified teacher or teachers in a K-12 school district.
- B. The employment of teachers without provisional, permanent or continuing certification is to be permitted only in cases of absolute necessity when no qualified applicants are available and following an active search by school officials and the Association shall be so notified in each instance. Any person so employed must complete requirements for and obtain provisional, permanent, or continuing certification to be re-employed for a second year.
- C. The Board shall file for and pursue the renewal of annual vocational authorization permits for teachers certified under Section 390.1165, Rule 65, Administrative Rules Governing the Certification of Michigan Teacher. Teachers affected will be notified in writing at the earliest possible date that certification has been applied for and will be informed of the acceptance or rejection of the renewal immediately.
- D. The Board further agrees to give preference to lay off Michigan teachers when filling vacancies with applicants from outside the District.
- E. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be so notified in each instance and shall be provided with a written statement of reasons for such assignment. Temporary shall be defined for purposes of this Article as not to extend beyond the current semester.
- F. All teachers shall be given written notice of their assignment for the forthcoming school year no later than June 1. For elementary teachers such notice shall include building and grade level, for secondary teachers such notice shall include building, department(s) and a listing of courses to be taught. If a teacher's assignment for the forthcoming school year represents a change in the assignment currently held by the teacher, such reassignment will only be made upon prior consultation with the affected teacher and only for a reasonable and just cause. In the event that changes in a teacher's June assignment as to building, grade level or department(s) are proposed after the June date, such changes shall be considered an involuntary transfer and shall therefore be implemented only for reasonable and just cause.
- G. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, and extra duties enumerated in Appendix ____ and summer school courses shall not be obligatory,

but shall be with the consent of the teacher. All such positions when vacant shall be posted and filled in accordance with paragraph A of Section 2.1 of this Agreement.

H. Two Ways Interactive Television. It is agreed that two-way interactive television will be an alternative to be used for the instruction of students in the Mackinaw City Public Schools. Teachers are encouraged to develop classes for use in the system. Teacher assignments to teach classes utilizing two way interactive televisions will be voluntary for teachers. All credit classes will be taught by certified teachers. Teachers shall not be responsible for the behavior of the students at the remote sites where instruction is being sent by the Mackinaw City Public School. Teachers will be provided with training to teach them methods of instruction for the new system. This training will be at no cost to the instructor. The sending school district shall be the employer. Classes produced shall not be copied or reproduced in any manner so as to cause any teacher to be replaced. The use of the two-way interactive T.V. program shall not cause any teacher to be laid off. Since this is an exploratory program, the parties agree to meet on demand to bargain hours and terms or conditions of employment that are not herein covered.

I. Internet Usage Protection

I. Personal Responsibility

As a representative of the Mackinaw City school district, I will accept personal responsibility for reporting any misuse of the network to the system administrator. Misuse can come in many forms, but it is commonly viewed as any messages sent or received that indicate or suggest pornography and obscenity, unethical or illegal solicitation or activities, racism, sexism, inappropriate language, and other issues described below.

II. Acceptable Use

My use of the Internet must be in support of education and research and within the educational goals and objectives of the Mackinaw City school district. I am personally responsible for this provision at all times when using the Internet.

- a). Use of product advertisement or political lobbying is prohibited.
- b). Transmission of any material in violation of any United States law is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, or material protected by trade secret.
- c). Use of other organizations' networks or computing resources must comply with rules appropriate to that network.

- d). CD burners and CD creator software may not be used without permission and full supervision of a teacher. CD burners may not be used to copy material protected by legal copyright. Only school-owned CDs may be created, and are distinguished by the custom school logo on the label. They are subject to review at any time.

III. Privileges

The use of the Internet is a privilege, not a right. Any inappropriate use will result in a cancellation of those privileges. The system administrator, in consultation with the appropriate faculty members and administrators, will decide what is appropriate use and the decision of this group will be final. The system administrator may close an account at any time if necessary. The administration

or faculty of the Mackinaw City school district may request that the system administrator deny, revoke, or suspend specific use accounts.

IV. Network Etiquette

You are expected to abide by the generally accepted rules of network etiquette.

The rules include, but are not limited to, the following:

- a). Be polite. Never send, or encourage others to send, abusive messages.
- b). Protect user password and system from unauthorized use. Never share your password with others.
- c). Refrain from overloading the computer network with excessive data or wasting computer time, disk space, printer paper, or other resources.

Users shall not:

1. Use the computers for illegal, unlawful, or immoral purposes or to support or assist such purposes. Examples of this would be the transmission of violent, threatening, defrauding, obscene, or otherwise illegal or unlawful materials.
2. Use the computers for commercial or political lobbying purposes.
3. Use the computers to disrupt network users, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer viruses, and sustained high volume network traffic that substantially hinders others in their use of the network.
4. Attempt to circumvent or subvert system or network security measures.
5. Make or use illegal copies of copyrighted software or other mediums, store such copies on the network, or transmit them over the network.
6. Use mail services to harass, intimidate, threaten, or otherwise annoy another person.
7. Use inappropriate language of any type, including using profanity and name-calling.
8. Mail chain letters to anyone else on the network. A chain letter is defined as a message encouraging the user to send the message to others. Any chain letters received from someone outside the school's network must be deleted. Any chain letters received from a student on this network must be reported to the system administrator.
9. Use third party e-mail accounts using school computers. This is any e-mail account not provided through the school's server, such as Hotmail!, Yahoo!, or any e-mail account provided at home through an Internet service.
10. Any use of the computers and/or Internet that is deemed not appropriate by the instructor or school or that can be damaging in any way to anyone, including the user, is unacceptable. Violations will be dealt with sternly.

REDUCTIONS IN PERSONNEL, SENIORITY, AND RECALL

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

4. For the purposes of this Article "qualified" shall be defined in the following manner:
 - a. For placement in a K-6 grade level elementary position, a tenure teacher is qualified if he/she has elementary certification, as prescribed by the Michigan Teacher Certification Code.
 - b. For placement in a secondary teaching position (7-12) a tenure teacher is qualified if he/she is certified under the Michigan Teacher Certification Code.
- F. Laid off teachers shall be recalled to the first equivalent vacancy for which they are certified in reverse order of layoff. All laid off teachers shall be recalled immediately upon the resolution of any crisis which may have precipitated the reduction in staff.
- G. A laid off teacher shall be considered laid off until he/she is reinstated in the district. Refusal of an offer from the Board of a position for which the laid off teacher is certified, or failure to respond within thirty (30) calendar days of the receipt of a written offer of a position made by the Board shall be cause for termination.
- H. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any changes in address.
- I. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.
- J. All teachers subject to layoff shall receive full fringe benefits provided herein for the remainder of the contract year.
- K. A laid off teacher shall upon application be granted priority status on the district substitute teacher list.
- L. A laid off teacher may continue his/her health, dental and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the board.
- M. During a period of impending layoffs, the Board may grant requests for voluntary leaves of absence to teachers who make such requests.
- N. In the event of a layoff, bargaining unit members will be notified at least thirty (30) days before such layoff.

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby declares, retains and reserves unto itself without limitation, all powers, right, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof of this agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

**SECTION THREE
TEACHING CONDITIONS**

Section 3.1

STUDENT DISCIPLINE AND TEACHER PROTECTION

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

WORK DAY AND WORK HOURS

- A. Employees shall be required to report to work not earlier than 8:00 a.m. and shall be permitted to leave work at 3:30 p.m. On days preceding holidays and vacations, teachers shall be permitted to leave when pupils are dismissed.
- B. The normal weekly teaching load in the junior and senior high schools will not exceed 30 teaching periods and five (5) unassigned preparation periods.
- C. The normal teaching load in the elementary schools shall not exceed 30 hours of regular student contact per week which will include 250 minutes per week of planning time.
- D. All bargaining unit members shall be entitled to a duty-free lunch uninterrupted lunch period of at least 35 minutes.
- E. Nothing in this article shall require the Employer to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed to students due to the conditions above, bargaining unit members shall not be required to report for duty and shall suffer no loss of pay.

TEACHING CONDITIONS

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

RESTRICTIVE ENVIRONMENT

- A. While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique need determined by an individual educational planning committee (IEPC) on an individual basis.
1. If any member, in writing, advises the Administration of a reasonable basis to believe that a handicapped student assigned to the member has a current individual educational planning committee (IEPC) report that is not meeting the student's unique needs as required by law, the Administration shall forthwith call an IEPC. The member so advising the Administration shall be invited to, and attend, the IEPC.
 2. To the full extent permitted by law, an Association representative shall be present at an IEPC meeting when any member of the bargaining unit involved in the meeting so request.
 3. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, handicapped students will be assigned in equitable numbers across general education grade levels within each elementary location and across sections of identical subject general education classes at the junior and senior high schools (i.e. if 9 students assigned to Wood Shop having 3 sections students would be assigned to each section).
 4. The parties agree that in cases of mainstreaming handicapped students, all other factors being equal, preference shall be given to placing them at their home schools.
 5. The following conditions shall apply to placement of a low incidence handicapped student in a general education classroom:
 - a. Any member who will be providing instructional or other services to a low incidence handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. Unless directed to attend by the Administration, the member may choose not to do so.

In instances where it is not possible to identify, in advance of IEPC's general education teachers who ultimately will have low-incidence handicapped student assigned to their classrooms, meetings will be convened with such general education teachers as soon as practicable following the beginning of the school year.

- b. The student's IEPC specifies and provides for immediate availability of all supplementary aides, support personnel and other related services deemed necessary by the teacher to satisfactorily achieve educating the student in the regular education class;
 - c. The handicapped student's participation in the regular education class will not significantly disrupt nor have a negative impact on the educational process for either the handicapped student or the other students in the class;
 - d. Administration has previously provided in-service training to the teacher regarding the instruction and behavioral management of handicapped students in the regular education classroom setting, including the differing approaches, problems and techniques to be utilized with varying handicapped conditions;
 - e. The Administration has previously provided awareness information to the affected members and students regarding placement of handicapped student(s) in the class(es). The activities shall be provided to assure that the school climate is receptive to the placement to minimize undue problems for the members and students.
6. No member shall be required to perform medical, hygiene or other non-instructional procedures for students such as (but not limited to) suctioning, catheterization, diapering, or attending to any personal hygiene or medical need(s) or the student(s). When new situation arise, the Administration will advise the Association and teacher and meet to discuss problems and how they will be dealt with.

**SECTION FOUR
LEAVES OF ABSENCE**

Section 4.1

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

A. At the beginning of every school year each teacher shall be credited with one (1) day to be used for the teacher's professional business. Professional business days may be used for any educational purpose at the discretion of the teacher. The teacher planning to use a professional business day shall notify his/her principal at least one week in advance of his/her absence. Professional business days shall be used for the purpose of:

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges or universities.

The teacher may be requested to file a written report within one week of his/her attendance at such visitation, conference, workshop, or seminar.

B. At the beginning of every school year, each teacher shall be credited with three (3) days accumulative to four to be used for the teacher's personal business. Only one unused personal day may be rolled over each year to reach the accumulation of four days. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least one day in advance, except in cases of emergency. No personal leave requested for a school day immediately before or after a holiday or vacation period will be allowed unless there is an extreme emergency determined by the Superintendent. Personal leave days shall be available for the practice of individual religious preferences.

C. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact-finding, shall be paid his/her full salary for such time.

D. A teacher shall be released from regular duties without loss of pay at least one day each semester for the purpose of participating in area or regional meetings of the Michigan Education Association.

SABBATICAL LEAVE

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

UNPAID LEAVES

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

ILLNESS AND DISABILITY

- A. Each teacher will be granted ten (10) days per year accumulative to one hundred (100) days leave per year. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
1. Personal Illness or Disability ~ The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery. If the illness or disability is for an extensive period of time, the Board may require a statement from the physician.
 2. Death in the Immediate Family ~ The teacher may take a maximum of four (4) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, grandparents, and similar step relatives and in-laws.
 3. Other Deaths ~ The teacher may take one (1) day per death to attend the funeral of any person upon agreement with the Superintendent.
 4. Medical or Nursing Care ~ The teacher may take three (3) days to make arrangements for medical or nursing care for a member of his/her immediate family. (See definition in #2 above).
 5. Illness in the Immediate Family ~ The teacher may take a maximum of four (4) days per illness upon agreement with the Superintendent. Immediate family shall be defined as in #2 above.
 6. Other ~ Leave day(s) may be used for any other event as determined by the Superintendent to be an emergency.
- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.
- C. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Workmen's Compensation Act for the duration of such absence.
- D. An employee, who leaves employment after twelve (12) years of employment in the district, including approved leaves of absence, shall be paid 40% of the substitute rate for all unused sick leave.

seventy-five (75) workdays. The length of the workday for each of these seventy-five (75) days each year shall be equal to no more than three (3) hours.

In the event of ties in the number of years of public school employment, the teacher(s) with the most seniority, as defined by the Layoff/Recall Article of this Agreement, shall be granted the above mentioned work days.

No teacher shall be granted the provisions of this Article twice. No teacher granted the provisions of the Article shall be prohibited from terminating his/her employment prior to the completion of the individual contract mentioned above.

The duties of this calendar year contract shall be mutually agreed between the teachers and building principal and the work may be performed any time during the calendar year. The work shall be performed under the supervision of the building principal.

- F. Teachers shall be paid every two (2) weeks, in twenty-six (26) equal paychecks or twenty (20) equal paychecks at the discretion of the teacher.
- G. Upon successful completion of additional study courses, teachers will be reimbursed up to \$100 per semester hour of credit earned providing those credits are taken in that teacher's major or minor. Related courses may also be reimbursed if it is determined that they are of benefit to the district. Prior approval must be obtained from the superintendent. All other courses will be reimbursed up to \$35.00 per credit.
- H. Supervision of extra-curricular activities over instructional duties such as selling tickets at games will be paid for at the rate of \$25.00 for each person per activity or \$40.00 for chaperoning student buses after the regular day.
- I. Longevity: 3% of Step 3 at Step 10, 3.5% of Step 3 at Step 15, 4.0% of Step 3 at Step 20 (accumulative percents 6.5% at Step 15, 10.5% at Step 20).

**SECTION FIVE
COMPENSATION AND BENEFITS**

Section 5.1

INSURANCE PROTECTION

A. Health Insurance:

The employer shall provide, without cost to the bargaining unit member, the MESSA PAK described below for a full twelve (12) month period for each year of this Agreement for the bargaining unit member and his/her eligible dependents as defined by MESSA.

Bargaining unit members electing health insurance shall receive Plan A of the MESSA PAK which shall include the following benefits:

Plan A

- | | |
|------------------------------|---|
| 1. MESSA Health Plan | Super Care I (\$100/200 Board paid deductible and \$5/10 co-pay with Board paying the difference) |
| 2. MESSA Life Insurance | \$25,000 |
| 3. MESSA LTD Plan | 70%: \$2,500 |
| 4. MESSA/Delta Dental Plan | 70/70/70: \$1,500/70: \$3,000 |
| 5. MESSA/Vision Service Plan | VSP 2 Silver |

Sponsored dependents shall be considered eligible dependents for Health Coverage only.

Bargaining unit members not electing health insurance shall receive Plan B of the MESSA PAK which shall include the following benefits:

Plan B

- | | |
|--|----------------|
| 1. MESSA Life Insurance | Same as Plan A |
| 2. MESSA LTD Plan | Same as Plan A |
| 3. MESSA/Delta Dental Plan | Same as Plan A |
| 4. MESSA/Vision Service Plan | Same as Plan A |
| 5. A cash amount equal to the SCI single subscriber premium contribution rate. | |

The employer shall adopt and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code.

Section 125 Cash Option Plan

The employer shall provide a cash option in lieu of health benefits. The cash amount shall be equal to the Super Care I single subscriber rate of the current year.

The cash amount may be applied through a Salary Reduction Agreement by the bargaining unit member toward any tax-deferred annuity program currently in place with the employer. All other employees shall be covered as provided by the 1988-1992 Master Agreement, Section 5D.

Section 5.3

PROFESSIONAL COMPENSATION

- A. The salaries of teacher covered by this Agreement are set forth in Section 5.2 of this Agreement and are for 182 days of employment. Such salary shall remain in effect for the duration of this agreement.
- B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, during normal teaching hours of the contracted school year. For extra work the teacher shall be entitled to appropriate additional professional compensation as hereinafter stated in Section 5.4 of this Agreement.
 - 1. Part-time employees will be paid on a pro-rated basis (e.g. 3 classes = 3/6 pay).
- C. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.
- D. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary, providing this pertains to local problems.

E. CALENDAR YEAR CONTRACT

Each school year, any teacher with at least fifteen years of service to the District may apply to work and be paid for the next school year at forty percent (40%) their per diem rate for seventy-five (75) workdays in addition to the number of required teacher workdays provided by the school year calendar. Interested teachers shall apply in writing to the Superintendent by June 1 for the ensuing school year.

A committee consisting of two (2) members designated by the Board and two (2) members designated by the Association shall establish criteria for projects, approve applications, and develop the individual contracts.

Those applicants, in order of the greatest number of years of public school employment shall be offered an individual contract that sets forth the duties expected for that seventy-five (75) workdays each school year and the calendar dates of the

EXTRA CURRICULAR

The following percentages are on the BA/BS base of the Salary Schedule.

Varsity Coach: 9%

- Boys Basketball 9%
- Girls Basketball 9%
- Softball 9%
- Baseball 9%
- Volleyball 9%
- Cross Country 9%

Junior Varsity Coach: 7%

- Boys Basketball 7%
- Girls Basketball 7%
- Volleyball 7%

Junior High: 5%

- Boys Basketball 5%
- Girls Basketball 5%
- Volleyball 5%

Extra Curricular

- Drama H.S. 3%
- Drama J.H. 2%
- Band 6%
- Student Council 2%
- Tech. Director 4%
- Noon Duty (H.S.) 5%
- Noon Duty (Elem) 5%
- NHS 3%
- Cheerleading 3%

It is understood that where stipends have been reduced, employees will continue to receive the 2003-2004 salary amount until the schedule has caught up.

*Var Basketball
\$ 3439*

2% ⇒ 673
 3% ⇒ 1010
 4% ⇒ 1347
 5% ⇒ 1683
 6% ⇒ 2020
 7% ⇒ 2357
 9% ⇒ 3030

EXTRA CURRICULAR

The following percentages are on the BA/BS base of the Salary Schedule.

Varsity Coach: 9%

Boys Basketball 9%
Girls Basketball 9%
Softball 9%
Baseball 9%
Volleyball 9%
Cross Country 9%

Junior Varsity Coach: 7%

Boys Basketball 7%
Girls Basketball 7%
Volleyball 7%

Junior High: 5%

Boys Basketball 5%
Girls Basketball 5%
Volleyball 5%

Extra Curricular

Drama H.S. 3%
Drama J.H. 2%
Band 6%
Student Council 2%
Tech. Director 4%
Noon Duty (H.S.) 5%
Noon Duty (Elem) 5%
NHS 3%
Cheerleading 3%

It is understood that where stipends have been reduced, employees will continue to receive the 2003-2004 salary amount until the schedule has caught up.

**SECTION SIX
MISCELLANEOUS PROVISIONS**

Section 6.1

MISCELLANEOUS PROVISIONS

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

Section 6.3

RETIREMENT INCENTIVE

- A. If a bargaining unit member is eligible for Michigan Public School Employees Retirement Fund and has completed 10 years of service, the Board shall upon employee request:
 - 1. Pay employee an additional \$6,000.00 if employee retires at the conclusion of the first year in which employee becomes eligible. (With 10 years service).

Salary Schedule: Increase each step by 2.5% each year of the contract.

ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE
DISTRICT

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

APPENDIX A – CALENDARS

APPENDIX B – ESEA/NCLB

The parties understand that it is the Board's intent that all teachers required by the *No Child Left Behind Act of 2001* to be highly qualified shall meet the requirements for being highly qualified by June 30, 2006.

Provisions of the *No Child Left Behind Act/ESEA* provides for different ways for a teacher to be considered as highly qualified. A subcommittee of professional staff, Administration and Board will work together to inform bargaining unit member about their options, and the committee will assess teacher progress in meeting the requirements.

The district will facilitate teachers in becoming highly qualified through reasonable accommodations to the teacher including released time and reimbursement of MTTC fees in the subject area to which they are assigned or may be assigned (once per subject area). Other accommodations including fees for obtaining credit hours shall be subject to the provisions of Section 5.3 H and will require approval of the Committee.

Teachers who as of September 1, 2006, are not highly qualified under ESEA will be subject to the following provisions:

1. The teacher may assume any vacancy for which s/he is qualified.
2. If there is no vacancy, the teacher will be laid off in accordance with provisions of Section 2.5 and will be treated as if his/her position has been eliminated.

The employer shall provide without cost to the full time bargaining unit member, the MESSA Pak described below for a full twelve month period of this agreement for the bargaining unit member and his/her eligible dependents as defined by MESSA.

Employees only working half a day will receive half of the full family MESSA insurance for a full twelve month period for each year of this agreement.

#47,100

~~Less than that full time~~

Part-Time Teachers Employment

The employer shall provide without cost to the full time bargaining unit member, the MESSA Pak described below for a full twelve month period of this agreement for the bargaining unit member and his/her eligible dependents as defined by MESSA.

Employees only working half a day will receive half of the full family MESSA insurance for a full twelve month period for each year of this agreement.

1. What it is

2. ~~En~~ Compensation: Benefits

Defined
Any person working half^a day
but less than^a full day.

2004-2005 Salary Schedule

STEP	BA	(200) BA+10	(250) BA+18	(750) MA	(400) MA+15	(300) MA+30
0	32,043	32,243	32,493	33,243	33,643	33,943
1	33,708	33,908	34,158	34,908	35,308	35,608
2	35,369	35,569	35,819	36,569	36,969	37,269
3	37,032	37,232	37,482	38,232	38,632	38,932
4	38,697	38,897	39,147	39,897	40,297	40,597
5	40,362	40,562	40,812	41,562	41,962	42,262
6	42,022	42,222	42,472	43,222	43,622	43,922
7	43,688	43,888	44,138	44,888	45,288	45,588
8	45,347	45,547	45,797	46,547	46,947	47,247
9	47,013	47,213	47,463	48,213	48,613	48,913
10	48,675	48,875	49,125	49,875	50,275	50,575
11	50,136	50,336	50,586	51,336	51,736	52,036

2005-2006 Salary Schedule

STEP	BA	(200) BA+10	(250) BA+18	(750) MA	(400) MA+15	(300) MA+30
0	32,844	33,044	33,294	34,044	34,444	34,744
1	34,551	34,751	35,001	35,751	36,151	36,451
2	36,253	36,453	36,703	37,453	37,853	38,153
3	37,958	38,158	38,408	39,158	39,558	39,858
4	39,664	39,864	40,114	40,864	41,264	41,564
5	41,371	41,571	41,821	42,571	42,971	43,271
6	43,073	43,273	43,523	44,273	44,673	44,973
7	44,780	44,980	45,230	45,980	46,380	46,680
8	46,481	46,681	46,931	47,681	48,081	48,381
9	48,188	48,388	48,638	49,388	49,788	50,088
10	49,829	50,029	50,279	51,029	51,429	51,729
11	51,389	51,589	51,839	52,589	52,989	53,289

2006-2007 Salary Schedule

STEP	BA	(200) BA+10	(250) BA+18	(750) MA	(400) MA+15	(300) MA+30
0	33,665	33,865	34,115	34,865	35,265	35,565
1	35,415	35,615	35,865	36,615	37,015	37,315
2	37,159	37,359	37,609	38,359	38,759	39,059
3	38,907	39,107	39,357	40,107	40,507	40,807
4	40,656	40,856	41,106	41,856	42,256	42,556
5	42,405	42,605	42,855	43,605	44,005	44,305
6	44,150	44,350	44,600	45,350	45,750	46,050
7	45,900	46,100	46,350	47,100	47,500	47,800
8	47,643	47,843	48,093	48,843	49,243	49,543
9	49,393	49,593	49,843	50,593	50,993	51,293
10	51,075	51,275	51,525	52,275	52,675	52,975
11	52,674	52,874	53,124	53,874	54,274	54,574

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2007-08 SALARY SCHEDULE

STEP	BA	(200) BA+10	(250) BA+18	(750) MA	(400) MA+15	(300) MA+30
0	34,338	34,538	34,788	35,538	35,938	36,238
1	36,123	36,323	36,573	37,323	37,723	38,023
2	37,902	38,102	38,352	39,102	39,502	39,802
3	39,685	39,885	40,135	40,885	41,285	41,585
4	41,469	41,669	41,919	42,669	43,069	43,369
5	43,253	43,453	43,703	44,453	44,853	45,153
6	45,033	45,233	45,483	46,233	46,633	46,933
7	46,818	47,018	47,268	48,018	48,418	48,718
8	48,596	48,796	49,046	49,796	50,196	50,496
9	50,381	50,581	50,831	51,581	51,981	52,281
10	52,097	52,297	52,547	53,297	53,697	53,997
11	53,727	53,927	54,177	54,927	55,327	55,627

2008-09 SALARY SCHEDULE

STEP	BA	(200) BA+10	(250) BA+18	(750) MA	(400) MA+15	(300) MA+30
0	35,025	35,225	35,475	36,225	36,625	36,925
1	36,845	37,045	37,295	38,045	38,445	38,745
2	38,660	38,860	39,110	39,860	40,260	40,560
3	40,479	40,679	40,929	41,679	42,079	42,379
4	42,298	42,498	42,748	43,498	43,898	44,198
5	44,118	44,318	44,568	45,318	45,718	46,018
6	45,934	46,134	46,384	47,134	47,534	47,834
7	47,754	47,954	48,204	48,954	49,354	49,654
8	49,568	49,768	50,018	50,768	51,168	51,468
9	51,389	51,589	51,839	52,589	52,989	53,289
10	53,139	53,339	53,589	54,339	54,739	55,039
11	54,802	55,002	55,252	56,002	56,402	56,702

2009-10 SALARY SCHEDULE

STEP	BA	(200) BA+10	(250) BA+18	(750) MA	(400) MA+15	(300) MA+30
0	35,726	35,926	36,176	36,926	37,326	37,626
1	37,582	37,782	38,032	38,782	39,182	39,482
2	39,433	39,633	39,883	40,633	41,033	41,333
3	41,289	41,489	41,739	42,489	42,889	43,189
4	43,144	43,344	43,594	44,344	44,744	45,044
5	45,000	45,200	45,450	46,200	46,600	46,900
6	46,853	47,053	47,303	48,053	48,453	48,753
7	48,709	48,909	49,159	49,909	50,309	50,609
8	50,559	50,759	51,009	51,759	52,159	52,459
9	52,417	52,617	52,867	53,617	54,017	54,317
10	54,202	54,402	54,652	55,402	55,802	56,102
11	55,898	56,098	56,348	57,097	57,498	57,798

9. *The district and/or network does not warrant that the functions of the system will meet any specific requirements that the user may have, or that the network will be error free or uninterrupted, nor shall it be liable for any direct, indirect, incidental or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.*
10. *The use of electronic means, including e-mail and Internet usage, for purposes of evaluation of staff shall be strictly prohibited.*
11. *In consideration for the privileges contained above, the staff member hereby agrees to abide by the requirements contained therein and releases the district network and its operators and administration from any and all claims of any nature arising from use or inability to use the district and/or network resources.*

Section 4.1

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- B. At the beginning of every school year, each teacher shall be credited with three (3) days ~~accumulative to four~~ to be used for the teacher's personal business. Only one unused personal day may be rolled over each year ~~to reach the accumulation of four day~~ into a personal leave day bank. *A maximum of ten (10) days may be accumulated in the personal leave day bank. No more than ten days may be used for personal business in a school year.* A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least one day in advance, except in cases of emergency. No personal leave requested for a school day immediately before or after a holiday or vacation period will be allowed unless there is an extreme emergency determined by the Superintendent. Personal leave days shall be available for the practice of individual religious preferences.

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All items not addressed are at current contract language.

Section 1.1

AGREEMENT STATEMENT

The Agreement entered into this 1st day of September, 2004~~7~~ by and between the Board of Education of the Mackinaw City Public Schools, hereinafter called the "Board" and the northern Michigan Education Association, MEA/NEA, hereinafter called the "Association."

Section 2.3

TEACHER QUALIFICATIONS AND ASSIGNMENTS

~~I. Internet Usage Protection~~

~~I. Personal Responsibility~~

~~As a representative of the Mackinaw City school district, I will accept personal responsibility for reporting any misuse of the network to the system administrator. Misuse can come in many forms, but it is commonly viewed as any messages sent or received that indicate or suggest pornography and obscenity, unethical or illegal solicitation or activities, racism, sexism, inappropriate language, and other issues described below.~~

~~II. Acceptable Use~~

~~My use of the Internet must be in support of education and research and within the educational goals and objectives of the Mackinaw City school district. I am personally responsible for this provision at all times when using the Internet.~~

- ~~a). Use of product advertisement or political lobbying is prohibited.~~
- ~~b). Transmission of any material in violation of any United States law is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, or material protected by trade secret.~~
- ~~c). Use of other organizations' networks or computing resources must comply with rules appropriate to that network.~~
- ~~d). CD burners and CD creator software may not be used without permission and full supervision of a teacher. CD burners may not be used to copy material protected by legal copyright. Only school-owned CDs may be created, and are~~

~~distinguished by the custom school logo on the label. They are subject to review at any time.~~

~~III. Privileges~~

~~The use of the Internet is a privilege, not a right. Any inappropriate use will result in a cancellation of those privileges. The system administrator, in consultation with the appropriate faculty members and administrators, will decide what is appropriate use and the decision of this group will be final. The system administrator may close an account at any time if necessary. The administration or faculty of the Mackinaw City school district may request that the system administrator deny, revoke, or suspend specific use accounts.~~

~~IV. Network Etiquette~~

~~You are expected to abide by the generally accepted rules of network etiquette. The rules include, but are not limited to, the following:~~

- ~~a). Be polite. Never send, or encourage others to send, abusive messages.~~
- ~~b). Protect user password and system from unauthorized use. Never share your password with others.~~
- ~~c). Refrain from overloading the computer network with excessive data or wasting computer time, disk space, printer paper, or other resources.~~

~~Users shall not:~~

- ~~1. Use the computers for illegal, unlawful, or immoral purposes or to support or assist such purposes. Examples of this would be the transmission of violent, threatening, defrauding, obscene, or otherwise illegal or unlawful materials.~~
- ~~2. Use the computers for commercial or political lobbying purposes.~~
- ~~3. Use the computers to disrupt network users, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer viruses, and sustained high volume network traffic that substantially hinders others in their use of the network.~~
- ~~4. Attempt to circumvent or subvert system or network security measures.~~
- ~~5. Make or use illegal copies of copyrighted software or other mediums, store such copies on the network, or transmit them over the network.~~
- ~~6. Use mail services to harass, intimidate, threaten, or otherwise annoy another person.~~

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July, 2007

- ~~7. Use inappropriate language or any type, including using profanity and name-calling.~~
- ~~8. Mail chain letters to anyone else on the network. A chain letter is defined as a message encouraging the user to send the message to others. Any chain letters received from someone outside the school's network must be deleted. Any chain letters received from a student on this network must be reported to the system administrator.~~
- ~~9. Use third party e-mail accounts using school computers. This is any e-mail account not provided through the school's server, such as Hotmail!, Yahoo!, or any e-mail account provided at home through an Internet service.~~
- ~~10. Any use of the computers and/or Internet that is deemed not appropriate by the instructor or school or that can be damaging in any way to anyone, including the user, is unacceptable. Violations will be dealt with sternly.~~

1. *To provide an intellectual atmosphere that includes access to the Internet, the parties believe that all teachers should have the opportunity to develop skills in using computer technology. Having access to the Internet will allow the teacher to access and use the Internet to transmit material, which is consistent with the educational goals of the school district, as well as allow the teacher to access and transmit appropriate material to be used in the educational environment. Whereas the parties recognize the educational value of Internet access at school using district equipment, they hereby agree to the following:*
 1. *The parties seek to educate young people in the use of the Internet as an assertive device to support student learning and achievement.*
 2. *The parties recognize that in order to support student learning and achievement the teacher must use the Internet access in a responsible manner.*

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3. *The parties agree that the classroom teacher(s) are released from any liability based upon information retrieved from the Internet by the student.*
4. *The parties agree that the use of the district's electronic resources are for the purpose of (in order of priority):*
 - A. *Support of the academic program*
 - B. *Telecommunications*
 - C. *General information*
 - D. *Recreation*
5. *The parties agree that the district will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable-use practice of the school.*
6. *The district reserves the rights to any material stored in files which are generally accessible to others and will remove any material which the district believes to be unlawful, obscene, pornographic, or abusive. Staff members will not use their district-approved computer account to obtain, view, download, or otherwise gain access to such material. Misuse of this privilege may result in discipline as provided under Article XI, including revocation of Internet use privileges.*
7. *All information services and features contained on district or network resources are intended for the personal and school-related use of its registered users and any use of these resources for commercial-for-profit or other unauthorized purposes is expressly forbidden.*
8. *Allowing the use of an account by someone other than the registered account holder is forbidden.*

9. *The district and/or network does not warrant that the functions of the system will meet any specific requirements that the user may have, or that the network will be error free or uninterrupted, nor shall it be liable for any direct, indirect, incidental or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.*
10. *The use of electronic means, including e-mail and Internet usage, for purposes of evaluation of staff shall be strictly prohibited.*
11. *In consideration for the privileges contained above, the staff member hereby agrees to abide by the requirements contained therein and releases the district network and its operators and administration from any and all claims of any nature arising from use or inability to use the district and/or network resources.*

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INSURANCE PROTECTION

A. Health Insurance:

The employer shall provide, without cost to the bargaining unit member, the MESSA PAK described below for a full twelve (12) month period for each year of this Agreement for the bargaining unit member and his/her eligible dependents as defined by MESSA.

Bargaining unit members electing health insurance shall receive Plan A of the MESSA PAK which shall include the following benefits:

Plan A

- | | | |
|----|---------------------------|---|
| 1. | MESSA Health Plan | Super Care 1 (\$100/200 Board paid Deductible and <i>Choices 2 with \$5/10 Rx</i>
co-pay with Board paying the difference |
| 2. | MESSA Life Insurance | \$25,000 <i>\$50,000</i> |
| 3. | MESSA LTD Plan | <i>66²/₃</i> 70%: \$2,500 |
| 4. | MESSA/Delta Dental Plan | 70/70/70: \$1,500/70: \$3,000 |
| 5. | MESSA/Vision Service Plan | VSP 2 Silver <i>3 Gold</i> |

Sponsored dependents shall be considered eligible dependents for Health Coverage only.

B. *Part-time teacher benefits pertain to staff hired after June 5, 2006.*

Part-time teachers (those that teach 4/7 or less of a day) are entitled to one of the following benefits:

- 1) *For those part-time teachers needing health insurance, the employee and the district will pay a proportionate amount of:*

*MESSA Super Care 1 (\$100/200 Board paid
Deductible and \$5/10 co-pay)*

*e.g. if employee works 3/7 of the day, employer pays 7/7 of the health
premium, employee pays 4/7.*

The District will provide at no cost to the part-time employee:

MESSA/Delta Dental Plan-70/70/70: \$1,500/70: \$3,000

MESSA/Vision Service Plan-VSP 2 Silver 3 Gold

MESSA Life Insurance-\$25,000

MESSA LTD Plan-70%: \$2,500

66 2/3

- 2) *For those part-time teachers not needing health insurance, the employer
will contribute toward a cash option in lieu of health benefits. The
amount shall be equal to the proportionate value of Super Care 1 single
subscriber.*

*e.g. if employee works 3/7 of the day, employer pays 3/7 of the Super Care 1
single subscriber rate in a cash option.*

The District will provide at no cost to the part-time employee:

MESSA/Delta Dental Plan-70/70/70: \$1,500/70: \$3,000

MESSA/Vision Service Plan-VSP 2 Silver VSP 3 Gold

MESSA Life Insurance-\$25,000

MESSA LTD Plan-70%: \$2,500

66 2/3

Section 6.2

DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 2007, and shall continue in effect for three (3) years until the 31st day of August, 2010, or until such time as agreement on a new contract has been reached.

Dated this _____ DAY OF _____, 2007.

**NORTHERN MICHIGAN EDUCATION
ASSOCIATION, MEA/NEA**

**MACKINAW CITY PUBLIC
SCHOOLS BOARD OF EDUCATION**

By _____
NMEA

By _____
President

By _____
Uniserv Director

By _____
Vice-President

By _____
NMEA Staff Liaison

By _____
Secretary

By _____
Chief Spokesperson

By _____
Treasurer

By _____
Negotiating Committee

By _____
Trustee

By _____
Negotiation Committee Member

By _____
Trustee

By _____
Negotiation Committee Member

By _____
Trustee

Mackinaw City EA/NMEA
Tentative Agreement
July, 2007

Letter of Agreement
Grant Position

The parties do hereby mutually agree to add the position of Grant Writer to Schedule B of the Negotiated Agreement. The position is defined as follows:

1. The Grant Writer will complete grant applications.
2. All such applications shall be approved by the Superintendent.
3. The pay for this position will be equal to 3% of all grant monies received as a result of the Grant Writer's applications.

This position will exist for the 2007-08 school year only. In May of 2008, the parties will evaluate the position. By mutual agreement, the parties may extend, modify, or eliminate this position.

Mackinaw City EA/NMEA
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