2026-2027
2027-2028
2028-2029

PROFESSIONAL AGREEMENT

BETWEEN THE

MANISTIQUE AREA SCHOOLS BOARD OF EDUCATION

AND THE

MANISTIQUE EDUCATION ASSOCIATION

AND THE

UPPER PENINSULA EDUCATION ASSOCIATION

AND THE

MICHIGAN EDUCATION ASSOCIATION

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INTRODUCTION

This Agreement, effective this 1st day of July, 2026 through June 30, 2029 by and between the Manistique Education Association (MEA), the Upper Peninsula Education Association, and the Michigan Education Association, hereinafter called the "Association", and the Manistique Area School District, in Schoolcraft County, Michigan, hereinafter called the "Employer". The signatories shall be the sole parties to this Agreement.

ARTICLE I – RECOGNITION

A. The Employer hereby recognizes the Association as the sole and exclusive bargaining representative for all certified teachers employed by the Board whether under written contract or on leave authorized by the Employer. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude the Superintendent, Community School Director, High School Principal, Business Manager, Elementary Principal, Director of Services, Director of Grounds and Maintenance, Administrative Assistant, Shared Time Teachers (teachers and other non-supervisory professionals hired by the District and assigned exclusively to staff shared time programs operated by the District in non-public schools shall not be members of the Association's bargaining unit and shall be regarded as specifically excluded from the bargaining unit), and any other position engaged fifty percent of the time in the district administration and supervision of professional positions. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining and negotiating unit as above defined.

B. The Employer agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II – ASSOCIATION AND TEACHERS RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Employer hereby agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his participation in collective professional negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or condition of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable Michigan State laws and regulations. The rights granted to teachers in the contract shall be deemed to be in addition to those provided by the Michigan and Federal Supreme Courts as applicable.

C. The Teachers and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make a reasonable charge. Use of buildings shall be consistent with the Board of Education policy on building use.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and the teacher's responsibility to the learner.

E. The Teachers shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Teachers shall pay for the reasonable cost of all materials and labor incidental to such use.

F. The Teachers shall have the right to post notices of activities and matters of Teachers concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Teachers may use the teacher mail boxes for communication to teachers, to the extent that such use does not violate federal postal regulations. The Teachers shall not be authorized to use the school postage meter.

G. The Employer agrees to furnish the Teachers, in response to written request, information which is pertinent to collective bargaining, mediation, fact finding, and the grievance procedure. Such information shall be limited to that which is normally kept by the school administration.

ARTICLE III – RIGHTS OF THE EMPLOYER

The Teachers recognize that the Employer has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by state and federal laws, codes, and regulations, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of the Agreement and then only to the extent such specific and expressed terms hereof are in accordance with the Constitution and laws as amended by the State of Michigan, and the Constitution and laws of the United States.

The Manistique Area School District is a general powers school district in accordance with Public Act 289 of 1995, Public Act 451 of 1976, MCL 380.11a, as amended.

ARTICLE IV – TEACHING HOURS AND CLASS LOAD

A. Teachers will observe the following hours: 15 minutes before the teacher's first teaching assignment, and 15 minutes after the teacher's last teaching assignment. Classroom teachers shall be at their teaching stations 10 minutes before their first class period in the morning and 5 minutes before the class following the noon hour break, and between each class period, within reason. They shall remain at their teaching station 5 minutes after their last class of the day. Should the teacher's assignment extend beyond seventh period, the teacher's departure need not extend beyond 15 minutes, and may be reduced by mutual agreement of the secondary principal and approval of the Teachers.

B. Exceptions to the above schedule may be made when mutually agreed upon by the teacher and the high school principal, or the teacher and the elementary supervisor or building principal. Teachers may be required to attend meetings called by the administration. One meeting a month may extend 1 hour beyond the end of the school day for students. The above limitations do not apply when a teacher's attendance is required at an I.E.P.C.

meeting, nor shall such I.E.P.C. meeting(s) count as the "one meeting per month" allowed in this section.

C. The normal weekly teaching load in the middle and high school will be 25 teaching periods and 5 unassigned preparation periods, or not to exceed 30 hours of pupil contact per week. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching load in the elementary schools shall not exceed 30 hours of pupil contact per week. Section C shall not apply to extracurricular activities or duties which are assumed voluntarily.

1. If a teacher in the middle or high school shall teach more than the normal teaching load as set forth in the Article, he/she shall receive additional compensation at one-sixth (1/6) times his regular teaching salary per year. Assignment of more than five teaching periods shall be subject to the approval of the teacher involved.

2. Any elementary teacher who is forced to forfeit his/her assigned relief period will be granted compensatory time equal to the lost time.

3. Any teacher forced to forfeit his/her preparation period or assigned relief period due to SIT, IEP, or Behavior meetings will be compensated at their daily rate of pay equal to the time lost.

D. All teachers shall be entitled to a duty-free, uninterrupted, 30-minute lunch period.

E. Elementary teachers will be provided one fifteen-minute relief period each day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. Elementary teachers will be provided one, 45-minute preparation relief period per teacher five (5) days per week.

Elementary teachers will participate in one (1) PLC (Professional Learning Committee) per month (November and December count as one month) as directed by the building principal. The completed PLC form will be submitted to the building principal.

F. Itinerant teachers of music, art, physical education and reading shall be provided with relief and preparation time to the same extent as other teachers in the district. Special education teachers shall be provided relief and preparation time the same as other teachers in their building. Librarians, counselors, and other bargaining unit members whose positions are not primarily student instruction oriented shall not be provided with assigned preparation time.

G. A teacher engaged during the school day in negotiating in behalf of the Teachers with any representative of the Employer or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

H. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, special needs students will be assigned in equitable numbers across general education grade and subject levels.

The Administration shall provide necessary professional development training to the teacher regarding the instruction and behavioral management of special needs students in the regular education classroom setting.

I. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the financial condition of the district, by the size of the building available, and in the best interest of the District as deemed administratively feasible.

Because the pupil-teacher ratio is an important aspect of an effective educational program, the following guide shall be used. The parties agree that class size should be lowered, whenever possible, not to exceed the following maximum:

Kindergarten Readiness	16 Pupils
Kindergarten	25 Pupils
Elementary School Grades	28 Pupils
All MHS-Teacher Taught Classes	30 Pupils
Band	No Cap
Elementary Gym	35 Pupils

If class sizes exceed these limits, an Education Aide may be assigned to the class after consultation between teacher and principal, or the teacher(s) shall be compensated according to the following calculations:

Emerald	$100 Per Pupil Per Quarter
M/HS	$25 Per Pupil Per Quarter

ARTICLE V – TEACHING CONDITIONS

A. The Employer recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Employer will confer with the staff from time to time for the purpose of improving the selection and use of such educational tools. The Employer shall at all times keep the schools equipped and maintained.

B. The Employer shall provide in-service programs. The Teachers shall assist the Employer in developing and implementing such in-service programs. Mandatory in-service training programs shall be held on days scheduled as working days in the school calendar. In-service days held on days other than those scheduled in the school calendar shall be voluntary, and teachers shall be paid at the maximum established rate for substitute teachers.

C. The Employer and the Administration mutually recognize the importance of continuous use of teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Employer shall provide a teacher reference library and include therein texts which are reasonably requested by the teachers of the school.

D. The Employer agrees to make available one central area for duplicating facilities and clerical personnel to aid teachers in the preparation of instructional materials.

E. The Employer shall provide upon written request to the Director of Services:

1. A separate desk for each teacher in the district with a lockable drawer space.

2. Suitable space for each teacher to store coats, overshoes, and personal articles.

3. Adequate chalkboard or whiteboard space in every classroom.

4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.

5. A dictionary in every classroom.

6. Adequate storage space in each classroom for instructional materials.

7. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibilities.

8. Each teacher shall be provided a key to his/her classroom.

9. Maintenance of technology provided for instructional purposes.

F. To relieve teachers of clerical, cafeteria, patrol, bus and hall duty, the Employer agrees to engage personnel in the high school and in each junior high school and elementary school as requested by the principal subject to the approval of the superintendent.

G. The Employer shall make available in each school, restrooms and lavatory facilities for teachers' use and at least one room, appropriately furnished, which shall be for use as a faculty lounge.

H. Telephone facilities shall be made available to teachers for their reasonable use.

I. Adequate off-street parking facilities shall be made available to teachers and shall be so identified at the high school.

J. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, as determined by qualified experts.

K. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Teachers and

the Employer. It is also acknowledged that the primary duty and responsibility of the teachers is to teach and the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

L. The Employer and/or its representative agrees to meet upon request of the Teachers with representatives of the Teachers concerning relief from oversized classes and overcrowded conditions with the understanding that all reasonable means shall be implemented by the Employer to secure this end. A teacher, believing that his/her teaching assignment includes a class (or classes) that is oversized and/or overcrowded, shall have the right to submit a written request to their immediate administrator, asking to have the condition remedied. The request shall include the reasons the teacher believes the overload exists. If the administrator disagrees or is unable to remedy the situation to the satisfaction of the teacher, the matter shall be referred to a panel made up of the administrator, the superintendent or his designee, the teacher, and a representative of the Teachers. If appropriate, the panel can also include a department chairperson. The panel will attempt to remedy the situation, if possible, given the existing budgetary, physical plant, curricular, and other constraints.

ARTICLE VI – DEPARTMENT OR GRADE SUBDIVISION CHAIRPERSONS

A. Middle and high school teachers may be subdivided into the following departments:

Mathematics – Computers
Science
Special Education – Library
Social Studies – Counseling
English – Reading – Foreign Language
Business – Fine Arts – Industrial Arts – Home Economics – Physical Education

ARTICLE VII – PROFESSIONAL QUALIFICATIONS

A. Teachers employed by the Employer for regular teaching assignments shall meet the legal standards for teachers in the State of Michigan.

B. Every teacher shall be responsible for leaving a forwarding address with the superintendent or his/her designated representative by the last day of school.

C. Assignments by the superintendent made in addition to the normal teaching schedule, during the regular school year, including extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher.

ARTICLE VIII – VACANCIES, PROMOTIONS AND TRANSFERS

A. Definition of "Vacancy" and "Assignment":

A vacancy shall be defined as a teaching position that arises after the assignments of all teaching personnel have been made and there remains a teaching assignment for which there is no person. This includes newly created positions.

Any vacancy that occurs after the beginning of the school year shall be posted as an Interim Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

An "assignment" shall be defined as the schedule of classes and other professional duties which a teacher is required to perform.

B. Notification (Posting) of Vacancies and Application:

Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee. Positions as described above shall be posted for five (5) days or until filled. Bargaining unit employees may apply for such positions by submitting an email of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section D below. Positions unfilled after the five (5) day period will be posted for externally. Where agreed to by the Teachers, positions may be posted internally and externally simultaneously, but internal candidates will always take precedence over external candidates with: 1) certification, 2) specialized training, 3) previous evaluations within .25 final score, and 4) seniority the governing factors for any internal hire.

Summer Months: During the summer months when regular school is not in session, the Employer will provide via school email to all bargaining unit employees all vacancies as above described. Positions so posted shall remain posted at least seven (7) calendar days prior to being filled. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis. Positions unfilled after the seven (7) calendar day period will be posted for externally. Where agreed to by the Teachers, positions may be posted internally and externally simultaneously, but internal candidates will always take precedence over external candidates with certification, specialized training, previous evaluations, and seniority the governing factors for an internal hire. Positions required to fulfill the master schedule, if empty within forty (45) calendars of the start of a new school year or semester, will automatically be posted internally and externally simultaneously, with notice given to the bargaining unit president, and again with preference given to internal candidates according to guidelines established in this section.

C. Definition of "Transfer"

A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in preK-5, (4) a non-classroom assignment such as a librarian, guidance counselor, itinerant personnel, etc., or (5) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article VIII pertaining to vacancies. Other transfers will be governed by this Section.

D. Voluntary Transfers:

If there is an opening, internal qualified applicants shall be awarded the position prior to considering external applicants, including newly created positions. A request for a transfer may be made annually in writing to the Superintendent by May 15th. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer may be considered. If a request for a voluntary transfer is denied, the administrator will provide the employee with a rationale as to how they came to that decision. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer.

Notification of any position openings will be sent via email by the Superintendent to all staff. The opening will remain open for five (5) school days prior to posting as a vacancy.

The most qualified and adequately certified applicant shall be awarded the position. "Most Qualified" shall be determined in the following order:

1. Minimum of a Standard Teaching Certificate

2. Previous evaluation record

3. Specialized training

If two or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.

E. Involuntary Transfers:

The Superintendent or designee makes placement decisions when vacancy exists and when a positing is made. Placement includes, but is not limited to, assignment, transfer, or the filling of a position with current staff or newly hired teachers. The Superintendent/designee has the exclusive authority to assign, transfer and direct employees using involuntary transfer if said position or opening has been posted for a minimum of two calendar weeks. If an assignment is still vacant by the first Monday of August, the Superintendent/designee has the right to involuntary transfer in order to fill a position. In all cases, management is not permitted to exercise authority in an arbitrary, capricious or discriminatory manner.

F. Qualified bargaining unit members who apply for vacant extra-duty positions will be given hiring preference over other applicants. Open extra-duty positions held by non-bargaining unit members may be posted annually (both internally and externally) at the discretion of the administration. All extra-duty position appointments are made contingent upon the activity being sponsored by the district. If any activity is cancelled or not scheduled for any reason, then the employee will be paid on a pro rata basis for his or her services.

ARTICLE IX – ILLNESS, DEATH, DISABILITY AND ABSENCE

A. At the beginning of each school year, each full-time employee shall be credited with nine (9) days of sick leave, the unused portion of which shall accumulate from year to year up to 130 days. Sick leave may be taken in full day, ½ day, or one-hour increments.

1. Employees hired September 8, 2015 or before, who accrue 130 days of sick leave will be paid at the daily rate for one-half of their unused yearly sick leave days at the end of the fiscal year the 130-day total was reached, and each year thereafter as long as the 130-day total is maintained. Employees hired after September 8, 2015 are not entitled to any annual payout for unused sick days.

2. For those full time Teachers hired after September 8, 2015, excluding school-related absences, will be offered the following incentives for daily attendance:

   - 2 to 1.1 absences per semester will be paid a stipend of $350 to be paid by end of February for semester one; June for semester two.
   - 1 to 0.1 absences per semester will be paid a stipend of $425 to be paid by end of February for semester one; June for semester two.
   - 0 absences will be paid a stipend of $550 to be paid by end of February for semester one; June for semester two.
   - Zero (0) absences for both semesters one *and* two will receive an extra stipend of $400, for a total possible then of $1500 ($550 for each semester, additional $400 for perfect attendance).

Sick leave for part-time teachers or other professional personnel under contract who are members of the bargaining unit shall be prorated at the rate of one (1) day for each fifteen (15) days contracted. Should the probationary teacher's utilization of sick leave exceed service to the district, the teacher will reimburse the district for such cost. The leave days may be taken for the following reasons and subject to the following conditions:

1. Personal Illness or Disability – The employee may use all or any portion of his/her leave to attend doctor appointments or recover from his/her own illness or disability, including disability associated with pregnancy and childbirth.

2. Employees admitted to the hospital for disability and/or treatment, other than initial testing, shall submit a written statement from the attending physician attesting to the employee's ability to return to regular employment. Obtaining of said medical release to return to work is the responsibility of the employee. Said statement must be submitted to the superintendent or his designee at least forty-eight (48) hours before the employee's scheduled return.

3. The employee may use a maximum of five (5) days per year for an illness in his immediate family (see 5 below for definition of immediate family) and/or one day to make arrangements for necessary medical or nursing care.

4. Death in the Immediate Family – The employee may take a maximum of ten (10) days per school year. Immediate family shall be interpreted as spouse, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law, grandparents,

step-children, step-parents, aunts, uncles, first-cousins, and any same-identified herein extended family by marriage.

5. All employees in the bargaining unit shall receive annual notice of accumulated sick leave credit in June routinely.

6. Upon suspect absences (potential abuse of sick leave), the supervisor may request/require verification from a health care professional of the necessity for the teacher to be absent from duty.

7. A teacher who intends to be absent shall make arrangements on the appropriate district website for absence as soon as possible and inform the secretary of the appropriate building. When a long-term absence is contemplated, the superintendent or principal should be notified as far in advance as possible.

8. A teacher may attend a funeral of a close friend. Attendance is limited to one (1) day and is deductible from sick leave.

B. For employees whose primary school-year residence is within the confines of Schoolcraft County or district boundaries and where the road needed for travel has been officially closed by local or state authorities, any tardiness or absence caused by road closure will not be treated as a deduction.

Employee tardiness caused by inclement weather making transportation extremely hazardous will not be treated as a deduction if a teacher reports in during the session (a.m. or p.m.). If a half day or total day is missed, the teacher will be charged a personal day or sick day (½ day or full) at their option, otherwise this will be treated as a deduction using the daily pay rate. Employees shall notify the appropriate authority when absence or tardiness due to severe road conditions prevent them from reporting for services.

C. Leaves of absence with pay not chargeable against the teacher's sick leave shall be granted for the following reasons:

1. Absence when a teacher is called for jury duty. If wages are paid for the jury service, the amount paid shall be remitted to the District.

2. Court appearance in any case when a teacher is subpoenaed to attend ~~any~~ proceedings as a material witness or otherwise ordered due to a connection to the school district, unless the court order is in response to personal citations or charges, or charges brought by the teacher against another, or to bear witness for personally involved, non-school incidents.

3. Visitation approved by the superintendent or Employer to other schools or for attending educational conferences or conventions.

4. Governmental duties – If wages are paid for governmental duties, the amount up to the substitute's wages shall be deducted from the teacher's salary.

5. When a teacher is absent from work because of mumps, scarlet fever, measles, chicken pox, conjunctivitis (Pink Eye), scabies/lice, or hand, foot, and mouth disease, and it is a work-related exposure.

D. Leaves of absence without pay – Any teacher whose personal illness extends beyond his/her accrued sick leave shall be granted a leave of absence without pay for such time as it is necessary for complete recovery from such illness or pregnancy, provided that the leave of absence doesn't extend beyond the current school year, and provided signed documentation is presented to the building administrator or superintendent.

E. All members of the bargaining unit of Manistique Area Schools are covered under the Workers' Compensation Act. Each accident resulting in injury shall be reported to the superintendent, director of services, or the building principal immediately.

F. Manistique Area Schools will pay to any member of this bargaining unit 100 percent of his/her regular salary for the first 30 days of absence due to a job related injury. Additional days of absence resulting from the same injury shall be paid at the rate of 80 percent of his/her regular salary. If the teacher's claim is disallowed by the administrator of the district's worker compensation program, the days paid shall be deducted from accumulated and future sick leave time, if necessary. Such payment shall not exceed 180 school days, with no subtraction of sick leave.

Such injured employee shall apply for Workers' Compensation benefits when eligible (8^{th} day of disability) and shall sign and deliver to the school all checks that he/she receives from the agency paying such claims.

Manistique Area Schools will guarantee that the above method of payment will not result in reduction of net income, providing the injured individual records the income shown as sick pay on his/her annual income tax return.

G. Members of the bargaining unit may be subpoenaed for court cases that are not incriminating in nature to the member, and are unrelated to their employment. When members are summoned to court for cases that do not involve a criminal charge against said member, members can choose to use sick time OR personal time to cover the absence.

ARTICLE X – PERSONAL AND ASSOCIATION LEAVE

A. Personal Day. Each teacher will be granted six (6) personal days with said days to be taken at the discretion of the teacher, in a minimum of 3-hour increments. Unused personal days will accumulate as sick days at the end of the school year. The teacher will give written notice to the superintendent at least forty-eight (48) hours (absent emergency circumstances) in advance. It is understood that such leave is not to be taken on the first or last day of the school year, after May 15, unless subs are available, or on parent-teacher conference days. When such leave days are requested on the first or last day preceding or following any scheduled break during the school year, only the first four (4) teachers applying shall be granted a personal day. The number of teachers on personal leave in the middle school/high school may not exceed three (3) on the same day.

B. Teachers rendering services other than to the Manistique Area Schools shall be considered on a day's leave without pay.

C. Association Days. At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers, or officers or agents of the Association, in a minimum of 3-hour increments. The agents of the Association are appointed by the Association president. A copy of the appointees shall be made available to the superintendent no later than the second Friday after school commences. Use of Association days shall be at the discretion of the Association. The Association agrees to notify the superintendent, in writing, no less than forty-eight (48) hours in advance of taking such leave. The Employer will assume the expense of the substitute salary for the ten (10) Association days taken. The Association shall reimburse the district for the retirement contribution.

D. Banked Sub Time. A teacher may be used as a substitute teacher. In the event that a teacher does substitute for another, all or part of the time may be turned in for payment at the Teacher's Extra Duty rate, or allowed to accrue as personal leave time, (in ½ day increments) with six such hours equaling one day of personal leave. All or part of the time may be accumulated and used as a personal day (6 hours = 1 day). Such personal days shall be used in accordance with Section A of this Article, with the following exceptions:

1. Banked sub time may not be used after May 15 of the current school year as a personal day; and

2. Accumulated time up to a maximum of twelve (12) hours may be transferred to the following school year. Transferred, accumulated time must be used by May 15 of the following school year, at which time any unused personal time (in three-hour increments) shall be converted to sick leave.

ARTICLE XI – SABBATICAL LEAVE

A. Teachers who have been employed for seven (7) consecutive years in the Manistique Area School District may be granted a sabbatical leave by the Employer for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to attending a college, university, or other educational institution.

B. To qualify for such sabbatical leave, a teacher must hold a valid Michigan teaching certificate.

C. During said sabbatical leave, the teacher shall be considered to be in the employ of said Employer, shall have a contract and shall be paid one-half (1/2) his/her annual salary, plus one-half (1/2) his/her health insurance and one-half (1/2) his/her dental and vision insurance. The Employer shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

D. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.

E. A teacher shall be required to return to the district for a period of not less than one year, unless released by the Employer.

ARTICLE XII – UNPAID LEAVES OF ABSENCE

A. A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries, foreign or military teaching programs, the Peace Corps, Teacher's Corps of Job Corps as a full-time participant in such programs, or a cultural travel or work program related to his professional responsibilities provided said teacher states his/her intention to return to the school system.

B. A leave of absence of up on one (1) year may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities.

C. Following the birth or adoption of a child, a teacher shall be entitled to unpaid child care leave, subject to the following provisions:

1. The teacher must request, in writing, a leave of absence at least twenty (20) calendar days prior to the expected date for such leave.

2. The initial leave period may be for the duration of the semester when the leave commences (if during a semester), plus two consecutive semesters. A leave period is considered to be one semester.

3. Any teacher adopting a child and wishing to utilize these provisions shall give notice as soon as possible as to when such leave is desired.

4. For seniority and salary schedule purposes, the teacher shall be given credit for a full semester during which time said leave commences, if during a semester.

5. Continuation of insurance benefits will be provided to August 31 of the school year as provided in Paragraph C, Article XXIII, if the unpaid child care leave begins during the second semester; otherwise, such benefits shall be provided on a pro rata share of the insurance year, based on the percentage of the year worked.

6. The teacher shall retain the unused sick leave accumulation as held at the start of the leave of absence (unless all of the sick leave is used during the maternity leave).

D. Any military leave shall be granted pursuant to current applicable federal law(s).

E. A leave of absence shall be granted for requests which involve education, civic, or family obligations or responsibilities.

F. Unpaid leave time is not a part of experience on the salary schedule or towards seniority in a layoff situation. A leave of absence does not count in compiling years accruing to tenure.

Upon return from such leave, in the event that the Employer deems it necessary, a physical examination by a physician may be required and paid for by the teacher to determine said teacher's ability to perform his/her duties satisfactorily. Said teacher may, at his/her own expense, submit to the Employer, the findings of another physician to determine said teacher's ability to perform his/her duties satisfactorily.

G. An employee, after having used all available personal leave days, upon advance notice and when a substitute teacher is available, may take a maximum of five (5) days without pay from his/her contracted calendar. These days are not accumulative nor are they subtracted from illness days.

H. FMLA – Family Medical Leave Act provides for unpaid, job-protected leave. Employees are eligible for FMLA after they have established eligibility.

The bargaining unit member must substitute any of his/her earned personal leave or sick leave for unpaid FMLA leave.

When the need for FMLA is foreseeable, thirty (30) days-notice must be provided, when this is not possible, fifteen (15) days-notice must be provided; or in the case of emergency, the member will use diligent and good faith effort.

Any military leave will be granted in accordance with existing rule of law.

The Family Medical Act (FMLA) shall supersede any medical leave language in this Agreement that may be contrary to the Act.

ARTICLE XIII – ACADEMIC FREEDOM

A. Notwithstanding their employment, Teachers shall be entitled to full rights of citizenship. They must be free to teach according to generally accepted methods and procedures. The teacher may not infringe upon the freedom of those he/she services. Proselytism has no place in a public school. Opinion should be stated as such and theory for what it is.

B. A teacher shall be entitled to review the file of any student he/she is currently teaching.

C. In the event that a grade issued by a teacher is challenged, it shall not be changed unless the teacher concurs; if the teacher does not concur:

1. A review panel consisting of three teachers selected by the Teachers, a Board of Education member, and the Principal or the Principal's designee will make the decision on the grade change.

2. The teacher may appeal the panel's decision within five (5) days to the superintendent, whose decision shall be final.

ARTICLE XIV – TEACHER PROGRESS & MENTOR TEACHERS

A. Each teacher shall have the right, upon request, and in accordance with MCLA 423.503, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in his/her review. Each teacher's personnel file shall contain the following minimum items of information:

- All teacher evaluation reports
- Copies of annual contracts
- Teacher certificate
- A transcript of academic records
- Tenure recommendations

Failure of a teacher to supply required medical information, a teacher certificate, and a transcript of academic records shall be grounds for withholding pay.

B. No material shall be placed in a teacher's personnel file without the teacher's knowledge of it. Any materials of an adverse or critical nature shall be signed by the teacher; such signature shall not denote agreement with the material, only awareness of it. The teacher shall have thirty (30) calendar days to attach a rebuttal, explanation, or comment to any such materials to be included in the file. Such rebuttal, explanation, or comment shall be subject to the restrictions contained in MCLA 423.505 (Section 5 of the Bullard-Plawecki Employee Right to Know Act, Michigan Public Act 397 of 1978).

C. 1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code.

2. Each teacher in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. Teachers hired by MAS who have three years' classroom experience outside the district may be assigned a Mentor by the Administration upon mutual consent/deemed necessity for up to one (1) year at Manistique Area Schools.

3. A Mentor Teacher shall be assigned in accordance with the following:
   a. Participation of bargaining unit members as a Mentor Teacher shall be voluntary. Mentor Teachers shall receive two personal days for the first year, to be awarded one at the end of each semester; and one personal day for the second year, to be awarded at the end of the second semester.

   b. Every effort will be made to match the teacher (Mentee) with a Mentor Teacher who works in the same building, and where possible, within the same or similar department.

   c. Because of teaching responsibilities, Mentees may be assigned to one (1) or more Mentor Teachers. Where possible (grade level K-5 or 6-12 and subject area), at least one (1) shall be a member of the bargaining unit.

4. The purpose of the Mentor-Mentee match is to acclimate the teacher and to provide necessary assistance toward the end of quality instruction. The Employer and the Teachers agree the relationship shall be confidential.

ARTICLE XV – TEACHER EVALUATION PROCEDURES AND IMPLEMENTATION

A. Beginning with the 2024-2025 school year, the district's current negotiated performance evaluation system handbook will be followed.

B. Changes to the negotiated performance evaluation system handbook, will be reviewed annually, and any changes will be mutually agreed upon by administration and the bargaining unit. If, by the third Monday in August, no changes are agreed to, then only the current school year will be updated on the new school year's handbook and so posted.

    1. Any modifications to the negotiated performance evaluation system handbook will be agreed upon and not violate the statutory requirements for teacher evaluation and/or posting and assurances of validity, reliability and efficacy.

C. If the guidelines are not followed properly by administration, the teacher will automatically receive an "effective."

D. The district will provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process. This training will be done before the first observation takes place and must be provided by someone who is trained in the district-provided evaluation system.

E. The most updated version of the negotiated performance evaluation system handbook will be posted on the district's transparency website.

ARTICLE XVI – PROFESSIONAL BEHAVIOR

A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Employer or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

B. Sexual harassment will not be tolerated in the district's employment practices. For the purposes of the Article, sexual harassment refers to behavior which is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale, and that therefore interferes with the victim's work effectiveness. The district assures employees that all complaints will be handled confidentially, and investigated without delay. In no event shall the district permit or engage in retaliation of any kind against any employee who initiates a complaint.

ARTICLE XVII – TEACHER DISCIPLINE

A. A teacher may only be discharged, demoted, or otherwise disciplined for a reason that is consistent with the standards of the Michigan Teacher Tenure Act, MCL 38.101. Currently, this standard signifies that a disciplinary decision must be supported by results of a disciplinary investigation and that any resulting disciplinary action must have a rational relationship to the teacher's conduct which forms the basis of a disciplinary decision. Discipline, discharge or demotion shall occur in accordance with the statutory requirements under the Michigan Tenure Act and the Revised School Code. Discipline is not exempt from arbitration in grievance procedures; however, it is allowable for the purposes of due process only. In the event the disciplinary standard in the Michigan Teacher Tenure Act, MCL 38.101 changes, this article will be revised accordingly at the expiration of this agreement.

B. Discipline may include but is not limited to:

1. Verbal warning and/or verbal reprimand
2. Written warning and/or written reprimand
3. Suspension
4. Discharge
5. Financial penalties in accordance with Michigan law

C. The District does not have to apply discipline in a progressive manner, but rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation.

D. Before imposing any disciplinary measures, the administrator will investigate whether a teacher has engaged in an offense, infraction, or other misconduct which could result in a disciplinary consequence. The administrator shall investigate the alleged violation before imposing a disciplinary measure upon the teacher. The investigation will include discussions with: the teacher in question, other witnesses, and other sources suggested by the teacher being investigated. The disciplinary action shall be based on the investigation which demonstrates proof of the offense, infraction, or other misconduct. The teacher who is the subject of the disciplinary allegation shall be provided with due process. Any conclusions must be supported by evidence.

E. Any teacher shall be entitled to Association representation of their choice during investigative interviews that could lead to disciplinary action against the teacher or any meeting that the teacher is being reprimanded, warned, or disciplined for an infraction or delinquency or inadequacy in professional performance.

F. No materials resulting from any complaint or discipline will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material.

G. Each teacher shall have the right to review their personnel file in the Superintendent's office. A representative of the Association may be requested by either party to accompany the teacher to such review.

ARTICLE XVIII – PROFESSIONAL IMPROVEMENT

A. The parties support the principles of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advance degrees or special studies, and participation in community educational projects.

B. The teacher shall be reimbursed by the Employer for any or all expenses incurred by the teacher for extra educational preparation as requested by the Employer.

C. Professional growth is a joint responsibility of the individual teacher, the Teachers, and the Employer. Professional conferences and other growth experiences may be provided by the Employer by allowing teachers to participate without loss of pay or sick leave upon approval of the superintendent.

D. A record of days taken for conference attendance will be kept by the school secretary. A summary report of all conference days used by the staff will be presented to the Teachers and to the Employer at the close of each school year.

E. The reasonable expense of travel and lodging for conference attendance on assignment relating to school business shall be paid by the school district. The allowance will be as set forth in Appendix F. The expense to other than assigned conferences is the responsibility of the person attending the conference.

F. 1. For the purpose of professional advancement, upon prior approval of the superintendent, a teacher will be entitled to reimbursement for tuition expenses for classes pertaining to the education profession. Prior-approved graduate and undergraduate courses are eligible for reimbursement. To qualify for reimbursement, the teacher must possess an appropriate Michigan teaching certificate and tenure in the school district. Reimbursement requests for such courses must be made in writing to the superintendent stating the amount requested, exact title and name of course(s), university or college, and beginning date. Payment for approved courses shall be made upon proof of satisfactory completion.

2. Tuition reimbursement will be on the following schedule: Graduate hours #1-18 needed to maintain certification will be reimbursed 100% of the tuition cost (maximum of $250 per credit hour). Beginning with graduate hour #19 needed to maintain certification; the reimbursement rate will be 50% of the tuition cost (maximum of $250 per credit hour). Teachers reimbursed under this provision must teach an additional two (2) years in the Manistique Area Public Schools or repay this reimbursement to the District upon termination. If after one (1) year following termination the teacher has failed to give 100% reimbursement to the school district, the Manistique Education Association hereby agrees to pay the district 50% of the unpaid balance. Teachers hired after July 1, 2005 are not eligible to receive tuition reimbursement.

G. A teacher with a valid teaching certificate and tenure in the school system will qualify for professional advancement funds when additional state certification and/or qualification standards are required as established by the State Department of Education.

ARTICLE XIX – MAINTENANCE OF STANDARDS

A. The duties of a teacher or the responsibilities of any position in the bargaining unit will not be substantially increased. However, if any application of this Article conflicts with PA 103, of 2011, then PA 103 shall prevail.

ARTICLE XX –ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

A. In the event that this district shall be combined with one or more districts, the Employer will use its best efforts to assure the continued employment of its members in such consolidated district.

B. Seniority begins the first working day in the school district and is based upon continuous service in the school district as a teacher under contract. A teacher working less than a normal teaching schedule shall accrue seniority on a pro rata basis of the hours he/she works compared to the normal teaching schedule.

   A teacher on unpaid leave of absence shall not receive seniority for the year of leave; however, he or she shall retain all past accumulated seniority.

C. A seniority list consistent with this Agreement shall be prepared by the Employer at the beginning of each semester. The seniority list shall be in rank order of the bargaining unit members' seniority as set forth in the preceding section. In the event more than one individual has the same seniority, the relative place of such persons on the seniority list with respect to seniority will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of the drawing, including date, place and time, will be provided in writing to the Teachers and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The President of the Association or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing. The seniority list shall be provided to the Teachers, after which the Teachers shall have 30 days to report any discrepancies to the Administration, and following any potential corrections, the list shall be considered to be accurate and final.

D. Administrators shall not accrue seniority in the bargaining unit. If a bargaining unit member is promoted to an administrative position, he/she shall retain the seniority in the bargaining unit held prior to the promotion upon return to the bargaining unit, provided his/her employment in the district has been continuous.

ARTICLE XXI – CONTINUITY OF OPERATIONS

A. During the term of this Agreement, the Teachers will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include, but are not limited to: slowdowns, stoppages of any kind, sit-ins, "blue flu", or any type of interference of any kind whatsoever with operations at any of the facilities, singularly or jointly, of the Employer, picketing during working hours, and/or any of the conduct considered to be on strike as contained in MCLA 423.206 (Section 6 of the Public Employment Relations Act, Michigan Public Act 336 of 1947 as amended).

B. In the event of any action in violation of this Agreement, the Teachers will post notices as soon as possible at any or all schools affected, and use all available news media, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Teachers. The Teachers shall further advise any and all teachers involved, that such teachers are in violation of the Agreement and that all teachers involved should return forthwith to their regular duties. The Teachers shall further be expected to take any and all other action reasonable within its power to bring the activity to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under the Agreement, it shall not be liable in any way for such activities.

C. Nothing in this Article shall require the Employer to keep schools open in the event of severe inclement weather or when otherwise presented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

   When school is canceled due to conditions not within the control of school authorities, such as storms, fires, or health conditions, it is agreed that the teachers shall be excused from reporting to duty without loss of pay. Such days that must be rescheduled shall be rescheduled to be worked without additional compensation.

D. Should a closing because of conditions not within the control of the Employer require the scheduling of additional hours of student instruction such additional time will be rescheduled following consultation with the Teachers.

ARTICLE XXII – SCHOOL CALENDAR

The school calendar shall be set forth in Appendix D and subsequent years' calendars will be negotiated by April 1, unless mutually agreed upon.

ARTICLE XXIII – PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

B. All new teachers may be given full credit on the salary schedule (Appendix A) for prior teaching experience.

C. The first pay period shall be based upon the rotating pay schedule of the school district as previously established. Teachers shall be paid every second Friday thereafter. Teachers shall have the following pay options:

1. 26 equal pay periods (consisting of regular pays during the school year, plus the remaining compensation to be paid on the next regularly scheduled payroll date (Friday) after completion of all contracted duties). However, when the regularly scheduled payroll date falls in the same week as the teachers' last work day, any remaining compensation will be paid on the next regularly scheduled payroll date.

2. 26 equal pay periods (paid throughout the summer).

3. An equal number of pay periods during the school year, the final compensation amount to be paid on the next regularly scheduled payroll date (Friday) after completion of all contracted duties. However, when the regularly scheduled payroll date falls in the same week as the teachers' last work day, any remaining compensation will be paid on the next regularly scheduled payroll date.

D. Mandatory payroll deductions include Federal Income Tax, Michigan State Income Tax, Social Security and MPSERS. MESSA insurance changes are only allowed during Manistique Area Schools' open enrollment period, or as needed due to a life changing qualifying event. Direct deposit and all other miscellaneous deductions, such as annuities 403(b), may be changed only by written request submitted to the payroll office and will be made effective on the next available pay period. To request a new vendor for payroll deduction, at least three employees must participate before Manistique Area Schools will authorize payment. All mentioned payroll deductions are made from money due a teacher from the school for his/her services.

E. Teachers shall not receive compensation on a private basis for tutoring pupils who are members of the class of that teacher. Exceptions may be made by the superintendent of schools.

F. Teachers involved in VOLUNTARY extra duty assignments as set forth in Appendix B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement.

G. Teachers required in the course of their work to drive personal automobiles from one school building to another or on authorized school business shall receive a car allowance equal to the current IRS mileage reimbursement rate.

H. A teacher's daily pay rate is equal to one one-hundred-eighty-fifths (1/185) of the teacher's equated full year salary based on the salary schedule in Appendix A. Daily rate divided by 6 = hourly rate. If at any time the required number of days in a school year increases above 180 days, then teachers will be paid for all days over 180. For days 181 to 185, teachers will be paid their daily pay rate using 185 as the denominator in the above equation. For days 186 to 190, teachers will be paid their daily pay rate using the actual number of days as the denominator in the above equation. For any number of days above 190, teachers will be paid their daily rate using 190 as the denominator in the above equation.

I. Certified teachers under contract employed on a part-time basis who are not classified as substitute teachers shall be paid the prorated amount on the salary schedule.

J. Advancement on the Salary Schedule –

1. Any advancement on the salary schedule steps shall occur at the beginning of the contract year. Mid-year hires will advance after two complete semesters.

2. Teachers who are contracted for nine or more months, full-time, in the school year, will be given credit for one year on the salary schedule. Persons who are employed for a period of eleven months, full-time, must serve for a period of eleven months for a full year of credit.

   Teachers who are contracted part-time, ninety (90) days, six (6) hours per day, will be given credit for one-half (1/2) year on the salary schedule.

3. Credit will be given for all years of experience approved by the Manistique Area Schools.

4. Credit will be given for service outside the school system to the extent that such credit is allowed on initial employment.

5. The determination for a salary credit for a change in certification status will be made when proof that requirements for such certification have been met is received by the school superintendent. The salary will be made retroactive to the last day when all requirements for the change in certification status have been completed.

6. M.A. Differential – In order to quality for the M.A. Differential, the degree must be from a program accredited by N.C.A. or another like regional accreditation agency, and must be in a concentration related to the education profession.

7. As an alternative to advancing by earning an M.A. Degree, advancement to the M.A. Differential will occur for undergraduate and graduate credits pre-approved by the Superintendent under this subsection at the following rates: 36 credits = M.A.; 51 credits = M.A.+15; 66 credits = M.A.+30. Up to a maximum of 16 credits may be awarded retroactively at the discretion of the Superintendent. The form on Appendix F shall be used for this subsection.

K. Upon qualifying for retirement, and after a minimum of ten years of service in this school district, 50 percent of the accumulated sick leave, will be paid to the employee as a retirement bonus. In the event of death before retirement, but after the minimum ten-year period, the employee's beneficiary is entitled to receive the benefit. Retirement bonus days are paid on the basis of the daily pay rate.

L. Elementary or secondary teachers who volunteer to supervise students on overnight "camp experiences" at the request of an administrator also shall be entitled to accrue leave time in accordance with this section, with each night of overnight supervision equaling one day of leave accrued. This does not apply to extracurricular activities.

M. Teachers who provide a period of time outside of normal school days and hours for building-specific-community events such as Open House and High School Graduation will be paid $35 per hour, but not less than $50 for a given event.

ARTICLE XXIV – HEALTH COVERAGE

The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life and long term disability benefits are still subject to this collective bargaining and are listed elsewhere in this contract.

Cash in Lieu of Medical Insurance:

Employees that choose not to take medical insurance will receive $250 per month September through August.

A. The Employer shall pay no more than the state-established hard cap monthly amounts for medical benefit plan premiums (including taxes and fees) as determined to begin on January 1 annually. The HSA deductible may be front loaded in January for existing employees with the provision that the amount would be repaid through payroll deduction in equal installments prior to June 30. New employees electing an HSA plan will also be given the option of having the school front load the deductible, with repayment being made through payroll deductions prior to December 30. The remainder of the medical benefit plan premiums (cost greater than Employer contribution) shall be paid by the employee, and shall be payroll deducted in equal amounts (September – June). The non-health insurance benefit premiums (dental, vision, LTD and life plans) shall be paid by the Employer at 100%.

B. The Employer will maintain the medical benefit plan, Dental, Vision, LTD and Life Plans for the full year of Agreement, subject to the terms of PA 152 of 2011. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the contract year as defined in Section C.

   Ancillary Plans:
   Dental: Delta Dental 100/90/90/90, Annual Max-$2000, Ortho Rider-$2500, 2 Cleanings
   Vision: VSP 3 Plus P 250CL
   Long Term Disability: 66 2/3% - Max $5,000
   Term Life with AD&D: $50,000 with medical or $50,000 without medical
   Dependent Life: $2,000

C. The Employer shall make payments for the medical benefit plan coverage (capped at the amounts listed in Paragraph A of this Article) for each employee to assure coverage for the full twelve-month period commencing September 1 and ending August 31, for all employees who complete their contractual obligations. If an employee terminates

employment for reasons other than illness prior to August 31, the subsidy shall continue for a pro rata portion of the coverage year compared to the portion of the full contract year worked. In instances where cost of coverage exceeds amount of subsidy, the Employer will make provision for the excess to be payroll deductible.

ARTICLE XXV – STUDENT TEACHERS

A. Student teachers may be assigned to a supervising teacher with the approval of the supervising teacher.

B. Any remuneration from the cooperating University shall be paid in full to the supervising teacher.

ARTICLE XXVI – STUDENT DISCIPLINE AND TEACHER PROTECTION

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

B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.

C. The employer recognizes its responsibilities to give all reasonable support and assistance to teachers in maintaining control and discipline. The district and Teachers recognize the need to have reasonable rules established for student conduct. At the beginning of the school year, the district shall publish and distribute to students and staff of the district a copy of all rules of student conduct that are in effect at that time. Any changes in the rules during the school year shall be published prior to their effective date, as well. In addition to the rules set forth above, each teacher may establish additional rules for students during the time they are in his/her charge. Such additional rules shall be approved by the middle or high school principal, or the elementary supervisor, as appropriate.

   Teachers are specifically prohibited from inflicting, causing to be inflicted, or threatening to inflict corporal punishment upon a student as a penalty or punishment for any offense. Teachers may use such reasonable physical force as may be necessary to protect himself, herself, students, or others from immediate physical injury; to obtain possession of a weapon or other dangerous object upon or within the control of a student; or to protect from physical damage. Although teachers may use physical force as set forth above, no teacher shall be obligated to risk his/her safety to do so.

D. Teachers shall exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

E. Any assault upon a teacher arising from performance of duties shall be promptly reported to the Employer or its designated representative. In the event of such an assault, or if a teacher is complained against or threatened with civil court action by reason of disciplinary

action taken against a student, the teacher involved may, through the Association, request assistance from the Employer in such matters, including financial aid for the services of legal counsel. These requests shall be made to the superintendent of schools, whose determination of whether the conduct of the teacher involved justifies any assistance from the Employer, and extent thereof, shall be final. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Employer or required by law.

F. Any complaints (non-disciplinary) directed toward a teacher shall be promptly called to the teacher's attention if the complaint is considered serious enough. A complaint considered serious enough to place in the personnel file shall have its source identified.

ARTICLE XXVII – JOINT POLICIES COUNCIL

A. A Joint Policies Council will be established, and there will be representatives from the following: Two (2) representatives appointed by the Employer, two (2) representatives appointed by the Teachers. An administrator or administrator(s) shall have the option of being member(s) of the Joint Policies Council. The council shall meet as initiated by either of the parties, on an as needed basis during the regular school year and advise the Employer on such matters as student discipline, student rights, teaching techniques, courses of study, textbooks, curriculum, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and other related matters.

When recommendations are submitted to the Employer from the Joint Policies Council, the Employer shall act on such recommendations within thirty (30) days of their submission. The Employer shall provide secretarial assistance to the Council. A chairman shall be elected by a majority vote of the members.

B. The Joint Policies Chairman shall appoint or dissolve upon a majority vote of all members of the Joint Policies Committee such subcommittees as he/she deems necessary, provided, however, that the representation of each subcommittee shall include at least one representative from the aforementioned group. Subcommittees shall elect their chairman by a majority vote, meet no less than monthly, and submit a copy of their minutes and/or elect their chairman by a majority vote, meet no less than monthly, and submit a copy of their minutes and/or recommendations to the Joint Policies Council as frequently as they deem necessary, but no less than monthly.

ARTICLE XXVIII – PROFESSIONAL GRIEVANCE PROCEDURES

A. The Teachers, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may file a written grievance with the Employer or its representative. No grievance shall be processed unless it is presented at Step 1 within thirty (30) calendar days from the alleged occurrence. Discussions regarding assignment, placement, layoff, recall, evaluation, discipline or discharge are permissible and should follow the Board of Education adopted hierarchy/chain of command flow chart (see attached).

B. Within five (5) working days of the receipt of the grievance, the designated representative of the Employer shall meet with the representatives designated by the Teachers in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If, after meeting with the school principal, or the Employer's designated representative, the parties cannot agree, the grievance shall be transmitted within five (5) working days to the superintendent who shall have five (5) days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the superintendent, he/she shall have five (5) days from receipt to approve or disapprove the grievance.

C. If the grievance shall be denied in writing (Grievance Form – Appendix C) by the superintendent, the Teachers may, within ten (10) school days after receiving the superintendent's decision, appeal the grievance to the Board of Education. The appeal shall be in writing and shall contain the reasons for the appeal, and a copy of the superintendent's decision.

D. Within thirty (30) calendar days, or at the next regular or special Board meeting, whichever is first from receipt of grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing, or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Teachers, shall determination of the grievance be made by the Board more than (30) calendar days after the Board has received it. A copy of the disposition shall be furnished to the Teachers.

E. If the grievance is not resolved through Steps A, B, or C, the Teachers may invoke binding arbitration procedures. If the parties cannot agree to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with the rules governing arbitration proceedings. Both parties agree to be bound by the award of the arbitrator and agree that the judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid by the losing party.

F. If any teacher for whom a grievance is sustained shall be found to have been unjustly charged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she 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/her.

G. 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 15th of any year and strict adherence to the time limits may result in hardship to either party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

H. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution as long as it complies with the thirty (30) day filing limitation.

ARTICLE XXIX – NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement, but of concern to either party, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual agreement of the parties.

B. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters and include them as an addendum to the contract.

C. Upon written request from either party, this Agreement shall be reopened at least sixty (60) days prior to the last instructional day of the school year.

D. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representative 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 parties may be executed without ratification by the Board of Education and ratification by the membership of the Teachers, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

E. When negotiations are conducted during regular school hours, released time shall be provided for the Teachers' negotiating committee.

F. There shall be three signed copies of any final Agreement. One copy shall be retained by the Employer, one by the Teachers, and one by the Superintendent.

G. The Employer shall provide the final copy of this Agreement online following ratification by both parties.

ARTICLE XXX – PROFESSIONAL DEVELOPMENT

The Employer will provide appropriate professional development as required by Michigan law.

ARTICLE XXXI – MISCELLANEOUS PROVISIONS

A. The Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

B. Any individual contract between the Employer and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

C. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms unless such rules, regulations and practices are enacted by the District to become in compliance with State and Federal

Education Laws or State and Federal General Laws that pertain to the operation of the District. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts which shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. 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 provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

E. Any teacher with an alcohol and/or drug abuse problem who requests diagnosis or treatment for it will not jeopardize his/her job rights solely for doing so. Time missed for diagnosis and treatment of such problems under the care of qualified medical experts shall qualify for use of leave time under Article X of this Agreement.

F. Public School Academies – The district will provide notice to the Teachers of any formal inquiry regarding a public school academy application made to the district, or an application to an ISD, community college, or public university of which it has knowledge.

The district agrees to furnish the Teachers with a copy of any application seeking authorization of a public school academy and all required information concerning the application to authorize a public school academy.

ARTICLE XXXII – EMERGENCY FINANCIAL MANAGER

The parties agree to abide by all aspects of P.A. 4, which, as of the effective date of this Agreement, includes provisions for an Emergency Financial manager. The Association registers its exceptions to the powers granted to the EFM by P.A.4.

ARTICLE XXXIII – DURATION OF AGREEMENT

THIS AGREEMENT which shall not be extended orally is effective July 1, 2026 through June 30, 2029.

MANISTIQUE AREA SCHOOLS DISTRICT BOARD OF EDUCATION	MANISTIQUE EDUCATION ASSOCIATION
By Krista Maline President	By Elisha Dougherty . MEA President
By Matthew Lukshaitis Superintendent	By Todd Kangas . MEA Representative

Dated this 18th day of May, 2026

APPENDIX A

MANISTIQUE AREA SCHOOLS

2026-2027 TEACHER SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15	MA+30
1	$48,269	$49,071	$49,872	$51,897	$53,922
"2-3"	$49,540	$50,239	$50,937	$52,977	$55,019
4	$50,229	$51,117	$52,004	$54,056	$56,113
5	$52,226	$53,180	$54,136	$56,219	$58,307
6	$54,212	$55,237	$56,261	$58,382	$60,509
7	$56,231	$57,311	$58,389	$60,541	$62,701
8	$58,328	$59,423	$60,519	$62,706	$64,900
9	$60,419	$61,533	$62,648	$64,871	$67,095
10	$62,518	$63,645	$64,774	$67,034	$69,291
11	$66,707	$67,870	$69,031	$71,354	$73,682
"12-13"	$70,897	$72,095	$73,291	$75,679	$78,076
"14-15"	$73,439	$74,635	$75,832	$78,220	$80,616
"16-17"	$75,978	$77,176	$78,372	$80,760	$83,157
"18-19"	$77,248	$78,443	$79,641	$82,028	$84,425
"20-21"	$78,480	$79,678	$80,875	$83,221	$85,653
"22-23"	$79,750	$80,948	$82,145	$84,489	$86,923
24	$81,020	$82,218	$83,415	$85,759	$88,193

Longevity issued as a one-time payment on the second pay in December for the following steps:

26	$5,000
27	$1,000
28	$800
29	$600
30	$400

MANISTIQUE AREA SCHOOLS

2027-2028 TEACHER SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15	MA+30
1	$50,682	$51,525	$53,937	$56,127	$58,317
"2-3"	$52,017	$52,751	$55,089	$57,295	$59,503
4	$52,740	$53,673	$56,242	$58,462	$60,687
5	$54,837	$55,839	$58,548	$60,801	$63,059
6	$56,923	$57,999	$60,846	$63,140	$65,440
7	$59,043	$60,177	$63,147	$65,475	$67,811
8	$61,244	$62,394	$65,451	$67,816	$70,189
9	$63,440	$64,610	$67,753	$70,158	$72,564
10	$65,644	$66,827	$70,053	$72,498	$74,939
11	$70,042	$71,264	$74,657	$77,170	$79,687
"12-13"	$74,442	$75,700	$79,265	$81,847	$84,439
"14-15"	$77,111	$78,367	$82,013	$84,595	$87,186
"16-17"	$79,777	$81,035	$84,760	$87,342	$89,934
"18-19"	$81,110	$82,365	$86,132	$88,713	$91,305
"20-21"	$82,404	$83,662	$87,467	$90,003	$92,634
"22-23"	$83,738	$84,995	$88,840	$91,374	$94,007
24	$85,071	$86,329	$90,214	$92,748	$95,381

Longevity issued as a one-time payment on the second pay in December for the following steps:

26	$5,000
27	$1,000
28	$800
29	$600
30	$400

MANISTIQUE AREA SCHOOLS

2028-2029 TEACHER SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15	MA+30
1	$53,216	$54,101	$56,634	$58,933	$61,233
"2-3"	$54,618	$55,389	$57,843	$60,160	$62,478
4	$55,377	$56,357	$59,054	$61,385	$63,721
5	$57,579	$58,631	$61,475	$63,841	$66,212
6	$59,769	$60,899	$63,888	$66,297	$68,712
7	$61,995	$63,186	$66,304	$68,749	$71,202
8	$64,306	$65,514	$68,724	$71,207	$73,698
9	$66,612	$67,841	$71,141	$73,666	$76,192
10	$68,926	$70,168	$73,556	$76,123	$78,686
11	$73,544	$74,827	$78,390	$81,029	$83,671
"12-13"	$78,164	$79,485	$83,228	$85,939	$88,661
"14-15"	$80,967	$82,285	$86,114	$88,825	$91,545
"16-17"	$83,766	$85,087	$88,998	$91,709	$94,431
"18-19"	$85,166	$86,483	$90,439	$93,149	$95,870
"20-21"	$86,524	$87,845	$91,840	$94,503	$97,266
"22-23"	$87,925	$89,245	$93,282	$95,943	$98,707
24	$89,325	$90,645	$94,725	$97,385	$100,150

Longevity issued as a one-time payment on the second pay in December for the following steps:

26	$5,000
27	$1,000
28	$800
29	$600
30	$400

The salary schedule has been revised as of July 1, 2026 and the future salary schedules reflect the revisions.

Steps will be awarded each year of the 3-year contract with a salary increase of 6% in year one, an increase of 5% in year two with an additional increase of 3% for those designated MA, MA+15, or MA+30 *only*, and an increase of 5% in year three.

In each year of the contract, Employees will receive an off-schedule payment of $2,500, to be paid out during the first pay of December.

At the end of each year of the contract, should both parties agree~~,~~ there will be an opener for language only in the contract.

APPENDIX B
EXTRA DUTY PAY SCHEDULE
MANISTIQUE AREA SCHOOLS

Pay Expressed as a Percentage of a Base Salary of $44,000 for the duration of this contract.

Position	0 Years Experience	1-3 Years Experience	4-6 Years Experience	> 6 Years Experience
Head Varsity Football	15.5%	16.0%	16.5%	17.0%
Asst. Varsity Football	11.0%	11.5%	12.0%	12.5%
Head J.V. Football	11.0%	11.5%	12.0%	12.5%
Asst. J.V. Football	8.0%	8.5%	9.0%	9.5%
Frosh Football	8.0%	8.5%	9.0%	9.5%
Boys' Varsity Basketball	15.5%	16.0%	16.5%	17.0%
Boys' J.V. Basketball	11.0%	11.5%	12.0%	12.5%
Frosh Basketball	8.0%	8.5%	9.0%	9.5%
8th Grade Basketball	6.0%	6.5%	7.0%	7.5%
7th Grade Basketball	6.0%	6.5%	7.0%	7.5%
Girls' Varsity Basketball	15.5%	16.0%	16.5%	17.0%
Girls' J.V. Basketball	11.0%	11.5%	12.0%	12.5%
Head Track	7.0%	7.5%	8.0%	8.5%
Asst. Track	5.0%	5.5%	6.0%	6.5%
Jr. High Track	3.0%	3.5%	4.0%	4.5%
Golf (Boys or Girls)	4.0%	4.5%	5.0%	5.5%
Golf (Boys & Girls)	7.0%	7.5%	8.0%	8.5%
Asst. Golf	3.5%	4.0%	4.5%	5.0%
Varsity Volleyball	15.5%	16.0%	16.5%	17.0%
J.V. Volleyball	9.5%	10%	10.5%	11.0%
Jr. High Wrestling	2.0%	2.5%	3.0%	3.5%
Varsity Wrestling	11.0%	11.5%	12.0%	12.5%
J.V. Wrestling	5.0%	5.5%	6.0%	6.5%
Swimming	11.0%	11.5%	12.0%	12.5%
Asst. Swimming	6.0%	6.5%	7.0%	7.5%
Varsity Girls’ Softball	7.0%	7.5%	8.0%	8.5%
Cross Country	2.5%	3.0%	3.5%	4.0%
Varsity Boys’ Baseball	7.0%	7.5%	8.0%	8.5%
Varsity Competitive Cheer	11.0%	11.5%	12.0%	12.5%
Varsity Hockey Coach	7.0%	7.5%	8.0%	8.5%
JV Hockey Coach	5.0%	5.5%	6.0%	6.5%

APPENDIX B (CONTINUED)
EXTRA DUTY PAY SCHEDULE
MANISTIQUE AREA SCHOOLS

Position	0 Years Experience	1-3 Years Experience	4-6 Years Experience	> 6 Years Experience
Middle School Competitive Cheer	6.0%	6.5%	7.0%	7.5%
Varsity Sideline Cheer	1.5%	2.0%	2.5%	3.0%
M.S. Sideline Cheer	1.5%	2.0%	2.5%	3.0%
Student Council Advisor	2.5%	3.0%	3.5%	4.0%
Frosh Advisor	2.0%	2.5%	3.0%	3.5%
Sophomore Advisor	2.0%	2.5%	3.0%	3.5%
Junior Advisor	3.0%	3.5%	4.0%	4.5%
Senior Advisor	2.5%	3.0%	3.5%	4.0%
Middle School Advisor	2.0%	2.5%	3.0%	3.5%
High School Quiz	2.5%	3.0%	3.5%	4.0%
Jr. High Quiz	2.0%	2.5%	3.0%	3.5%
Yearbook	6.0%	6.5%	7.0%	7.5%
Senior Class Play	5.5%	6.0%	6.5%	7.0%
Dramatics	5.5%	6.0%	6.5%	7.0%
Band Director	6.5%	7.0%	7.5%	8.0%
Pre-Season Band (2 weeks)	4.5%	5.0%	5.5%	6.0%
Summer Band	6.5%	7.0%	7.5%	8.0%
Robotics	2.5%	3.0%	3.5%	4.0%
Glee	2.5%	3.0%	3.5%	4.0%
Yeti/Key Club Advisor	3.5%	4.0%	4.5%	5.0%
Helpful Hotspot Coordinator	3.5%	4.0%	4.5%	5.0%
Internal School Accounting	3.5%	4.0%	4.5%	5.0%
Department Heads	5.0%	5.5%	6.0%	6.5%
Club Advisors	1.5%	2.0%	2.5%	3.0%
Elementary Lead Teachers	15.5%	16.0%	16.5%	17.0%
Special Education Department Head	5.0%	5.5%	6.0%	6.5%

Class Advisors for Grades 9-12 will rotate through with their assigned class (ex: Class of 2030 Advisor moves from 9th to 10th to 11th to 12th, etc., and then falls back to 9th) and receives that year's rate with experience

Teachers' Extra Duty Hourly Rate $35.00

Online Grader $100 per student per semester

Homebound, hospitalized services
$50 per hour plus IRS rate travel as may be necessary

Student Council Advisor, Yeti/Key Club Advisor, and Yearbook Advisor will not receive Schedule B pay if taught as part of master schedule

APPENDIX C – GREIVANCE REPORT FORM

GRIEVANCE REPORT FORM

Grievance # _____School District

GRIEVANCE REPORT

Distribution of Form
1. Superintendent
2. Principal
3. Association
4. Teacher

Building	Assignment	Name of Grievant	Date Filed

STEP 1

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

_____

_____

_____

2. Relief Sought _____

_____

_____

_____
Signature Date

C. Disposition by Principal _____

_____

_____

_____
Signature of Principal Date

Position of Grievant and/or Association _____

_____

_____
Signature Date

If additional space is needed in reporting Sections B.1 & 2, of step I, attach additional sheet.
(Note: Continue on next page)

APPENDIX C – PAGE 2

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

_____

_____

_____
Signature Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

_____

_____

_____
Signature Date

C. Position of Grievant and/or Association _____

_____

_____
Signature Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

_____

_____

_____

_____
Signature of Arbitrator Date

NOTE: All provisions of Article _____of this Agreement dated _____, 20__,
WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

APPENDIX D

MANISTIQUE AREA SCHOOLS
2026-2027 SCHOOL CALENDAR

1st Marking Period	Days of Instruction	Early Dismissal	
Aug. 24 - 28	3	**	*8/26 - First Day for Students
Aug. 31 - Sept. 4	4		*9/4 - No School
Sept. 7 - 11	4		*9/7 - Labor Day - No School
Sept. 14 - 18	5	1	*9/18 - Teacher PD - Early Dismissal
Sept. 21 - 25	5		
Sept. 28 - Oct. 2	5		
Oct. 5 - 9	4	*	*10/9 - Teacher Full Day PD - No School
Oct. 12 - 16	5		
Oct. 19 - 23	5		
Oct. 26 - 30	5		
	45		
2nd Marking Period			
Nov. 2 - 6	4	1	*11/5 - PTC - Early Dismissal *11/6 - No School
Nov. 9 - 13	5		
Nov. 16 - 20	5		
Nov. 23 - 27	2		*11/25-27 - Thanksgiving Break - No School
Nov. 30 - Dec. 4	5		
Dec. 7 - 11	5		
Dec. 14 - 18	4	*	*12/18 - Teacher Full Day PD - No School
Dec. 21 - 25	0		*12/21 - 1/1 - Christmas Break - No School
Dec. 28 - Jan. 1	0		
Jan. 4 - 8	5		*1/4 - Classes Resume
Jan. 11 - 15	5		
Jan. 18 - 22	5	3	*1/20, 21 & 22 - Exam Days - Early Dismissal
	45		
3rd Marking Period			
Jan. 25 - 29	5		
Feb. 1 - 5	5		
Feb. 8 - 12	4		*2/12 - Winter Break - No School
Feb. 15 - 19	4		*2/15 - Winter Break - No School
Feb. 22 - 26	5		
Mar. 1 - 5	5		
Mar. 8 - 12	5	1	*3/12 - Teacher PD - Early Dismissal
Mar. 15 - 19	5		
Mar. 22 - 26	4		*3/26 - Good Friday - No School
	42		
4th Marking Period			
Mar. 29 - Apr. 2	0		*3/29 - 4/2 - Spring Break - No School
Apr. 5 - 9	5		
Apr. 12 - 16	4	*	*4/16 - Teacher Full Day PD - No School
Apr. 19 - 23	5		
Apr. 26 - 30	5		
May 3 - 7	5		
May 10 - 14	5		
May 17 - 21	5		
May 24 - 28	5		Dismissal
May 31 - June 4	4	3	*5/31 - Mem. Day - No School *6/2,3,4 - Exams - Early
	43	9 + 5	
Total	175 + 5		

Any days lost beyond those allowed by the revised school code due to inclement weather or any "Act of God" will be made up by attending on April 21 and adding days onto the second semester.

APPENDIX E

TRAVEL AND MEAL REIMBURSEMENT
MANISTIQUE AREA SCHOOLS

MEALS AND LODGING

1. Upon submission of receipts, approved meals will be reimbursed at up to the following rates:

Breakfast	$12.00
Lunch	$15.00
Dinner	$20.00
Daily Total	$47.00

Meals prepaid by registration fees will be taken into consideration when meal reimbursements are made. Higher reimbursement rates may be approved by the superintendent based on meeting or conference location.

2. Lodging in the area of the conference or meeting must be approved in advance by the Administration. When a conference site is located within a hotel/resort, every effort will be made to utilize lodging on-site**.**

MILEAGE

Where a school-owned vehicle is not available for travel outside the district, and a personally-owned vehicle must be used, mileage shall be reimbursed at the current IRS rate per mile in accordance with Article XXI, Section G.

APPENDIX F

REQUIRED FORM FOR ARTICLE XXI, SECTION J SUBSECTION 7

Teacher Name: _____

RETROACTIVELY-AWARED CREDITS:

# Credits	Course #/Name	Year/College	Supt. Initial/Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

_____ **Total Retroactively Awarded Credits**

PRIOR-APPROVED CREDITS:

# Credits	Course #/Name	Year/College	Supt. Initial/Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

_____ **Total Prior-Approved Credits**

_____ **Total Credits Accepted Toward M.A. Differential**

Teacher has advanced to M.A. M.A.+15 M.A+30

Supt. Signature/Date _____

APPENDIX G

Manistique Area Schools Transfer Request Form

Date: _____

Name: _____

Present Position: _____

Reason for Transfer:

School Position Sought:

Academic Qualifications:

APPENDIX H

STAFF REDUCTION AND RECALL

All personnel decisions shall be based on retaining effective teachers in situations involving a staffing or program reduction or any other personnel decision resulting in the elimination of a position, as well as for hiring after such reductions/position eliminations or recall to vacant positions. The District shall not utilize length of service as the sole factor in personnel decisions. Length of service or tenure status may only be considered by the administration when all other factors, as listed below, are considered equal amongst the potentially affected teachers.

A probationary teacher is not subject to displacement under this appendix by a tenured teacher solely because the other teacher has attained tenure.

It is understood by the parties that a reduction in staff may be required in the event of financial constraints, student enrollment, or a reduction in funding.

A. To promote an orderly reduction and/or recall in personnel when the educational program, curriculum, or staff are curtailed, the following procedures will be used in this order:

    1. Non-certified teachers
    2. Teachers not possessing a minimum of a Standard Teaching Certificate
    3. Certified teachers, provided there are adequately certified and qualified teachers to replace them as allowed by law
    4. The effectiveness of teachers as measured under the District's performance evaluation system developed under Section 1249 of the School Code or as otherwise collectively bargained must be used as a factor for personnel decisions (consideration taken for date the effectiveness rating was given)
    5. Teacher's length of service in a grade level or subject area
    6. Other areas of consideration shall include, in no particular order:
        a. Teacher's disciplinary record
        b. Relevant special training: this factor may be based on completion of relevant training, other than the professional development or continuing education, which is required by the employer or by State law, and the integration of that training in a meaningful way
        c. Evidence of a student growth, as is calculated in the teacher's effectiveness rating
        d. The teacher's management of the classroom and manner and efficacy of disciplining students.
        e. Service to the district and student body in roles such as those outlined in Schedule B (coaching, advising…) and volunteer activities.

B. After a reduction of a teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified will be given the first opportunity to fill such positions following the reverse order of the reduction list.

C. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff.

D. The Board shall give written notice of layoff or recall from layoff by sending an e-mail or registered letter or certified letter to the teacher at their district-supplied e-mail address or their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

E. The certification and qualifications of an employee to be laid off and recalled shall be the certification and accumulated qualification available in Michigan Online Educator Certification System (MOECS) at the time the layoff/recall occurs. It is the employee's responsibility to notify the Business Office, in writing, of any inaccuracies in MOECS records and/or any changes as they occur.

F. The teacher shall provide written notice to the Board of any change to their certificates, endorsements, or licenses after the original filing of the same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

G. Definitions:
    a. Certification: Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Business Office.
    b. Qualification: Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification.

H. A teacher refusing an offer to recall to a position for which the teacher is adequately certified and qualified-and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. Failure to respond to an offer of recall within fifteen (15) days of mailing or emailing shall be deemed a refusal of offer and a voluntary quit and permanent separation from the district. Equivalent refers to an equal amount of teaching time, NOT identical teaching assignment.