

MASTER CONTRACT
BETWEEN
THE MACKINAW CITY BOARD OF EDUCATION
AND
MACKINAW CITY EDUCATION
ASSOCIATION 2026-2030

SECTIONAL INDEX

CONTRACTURAL PROVISIONS.....	3
1.1 Agreement Statement	3
1.2 Witnesseth.....	3
1.3 Recognition	3
1.4 Payroll Deductions.....	4
1.5 School Calendar	4
1.6 Professional Grievance Procedure.....	4
1.7 Negotiation Procedures.....	6
EMPLOYEE RELATIONSHIPS.....	8
2.1 Teachers’ Rights.....	8
2.2 Teacher Placement, Layoff & Recall, and Assignments.....	9
2.3 Seniority	11
2.4 Board Rights.....	11
TEACHING CONDITIONS	13
3.1 Student Discipline and Teacher Protection	13
3.2 Work Day and Work Hours.....	13
3.3 Teaching Conditions.....	14
3.4 Restrictive Environment	14
LEAVES OF ABSENCE.....	15
4.1 Professional, Personal, and Association Leave	15
4.2 Sabbatical Leave.....	16
4.3 Unpaid Leaves	16
4.4 Illness and Disability.....	16
COMPENSATION AND BENEFITS.....	18
5.1 Insurance Protection.....	18
5.2 Professional Compensation	21
5.3 Extra-Curricular.....	22
MISCELLANEOUS PROVISIONS.....	23
6.1 Miscellaneous Provisions.....	23
6.2 Retirement Incentive.....	23
6.3 Mentors.....	24
6.4 Teacher Observation and Evaluation.....	24
6.5 Duration of Agreement.....	26
APPENDIX A - Calendars.....	27
APPENDIX B – Salary Schedule.....	28

SECTION ONE CONTRACTURAL PROVISIONS

Section 1.1

AGREEMENT STATEMENT

The Agreement entered into this 1st day of September, 2026 by and between the Board of Education of the Mackinaw City Public Schools, hereinafter called the “Board” or District, and the Mackinaw City Education Association, MEA/NEA, hereinafter called the “Association.”

Section 1.2

WITNESSETH

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

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

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

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

In consideration of the following mutual covenants, it is hereby agreed as follows: Section 1.3

RECOGNITION

- A. The Board hereby recognizes the MEA/NEA, as the exclusive bargaining representative, as defined in Section IX of Act 379, Public Acts of 1965, for all the professional personnel, including personnel on tenure, probation, and on per diem appointments, classroom teachers, guidance counselors and librarians, and excluding administrators, substitutes, third party contractors, and all other district employees. The term “teacher” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teacher’s organization other than the Association for the duration of this Agreement, nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of the

Agreement provided that the Association has been given opportunity to be present at such adjustment. However, individuals may not arbitrate grievances.

Section 1.4

PAYROLL DEDUCTIONS

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

Section 1.5

SCHOOL CALENDAR

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

Section 1.6

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance.
- B. Written grievances shall:
 - 1. Be signed by the grievant(s)
 - 2. Be specific
 - 3. Contain a synopsis of the facts giving rise to the alleged violation
 - 4. Cite the section or subsections of the collective bargaining agreement alleged to have been

violated

5. Contain the date of the alleged violation and
6. Specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations set forth in this Article.

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

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

I. Powers of the arbitrator are subject to the following limitations:

1. He/she shall have no power to establish salary scales or to change any salary scales.
2. He/she shall have no power to change any practice, policy, or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.
3. He/she shall have no power to decide any question, which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
4. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
5. He/she shall not have the power to interpret state or federal law nor rule upon any
6. matter that is a prohibited subject of bargaining under Michigan law.

J. The fees and expenses of the arbitrator shall be shared equally by the parties.

K. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the superintendent shall use his best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Work days are defined as school days during the school year and Monday through Friday, except holidays during the summer.

L. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

M. Paid leave shall be provided to any employee of the district who is called to testify at an arbitration hearing.

N. In the event that a grievance is filed by a bargaining unit member of the Association that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may, by mutual consent, send the grievance directly to binding arbitration.

Section 1.7

NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations during the period of this agreement upon request by either party. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. At least sixty (60) days prior to the expiration of the Agreement the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in the Article, neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

SECTION TWO EMPLOYEE RELATIONSHIPS

Section 2.1

TEACHERS RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or other concerted activities for mutual aid and protection or to refrain from such activity. The Board and Association undertakes and agrees that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment or the teacher's nonparticipation in Association activities.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.
- C. The Board agrees to furnish to the Association in response to reasonable requests from time to time, public information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with the information which may be necessary for the Association to process any grievance or complaint. The Association shall reimburse the District in accordance with FOIA and PERA, unless the request is directly related to a contractual or bargaining issue, at which time there will be no cost to the Association.
- D. A teacher will have the right to review the contents of their personnel file, excluding initial references, of the district pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such review.
- E. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with the names of the complainants, administrative action taken, and remedy clearly stated. The teacher may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question within ten (10) days. If the material to be placed in the file is inappropriate or in error, the material will be corrected or expunged from

the file, whichever is appropriate. When a teacher is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file.

- F. The Board and Association agrees that they will in no way discriminate against or between employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence.
- G. A bargaining unit member shall be entitled to have a representative of the Association present during any meeting in which it is reasonably believed may lead to discipline. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, provided it does not delay the meeting by more than one school day. Should action occur, as a result of a given meeting, the teacher shall be advised immediately of said possibility and be advised of the right to representation under this provision of the agreement.
- H. The Board further agrees that all employment records regarding medical, counseling or psychological records shall not be released to third parties absent the written consent of the employee or as required by law. The Board further agrees that in the event a request is made by a third party for such records, the Board shall promptly notify the employee and the Association.
- I. The provisions of this article shall not prevent the Association from having access to any employment records reasonably related to its duties as the exclusive bargaining representative.

Section 2.2

TEACHER PLACEMENT, LAYOFF & RECALL, AND ASSIGNMENTS

- A. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, and extra duties enumerated in Section 5.3 – Extra Curricular and summer school courses shall not be obligatory, but shall be with the consent of the teacher.
- B. Decisions about placement, reduction/recall, and evaluation of a "teacher" under Revised School Code Section 1249, or who is assigned to any students in grades K-12 as a Teacher of Record (TOR) will be made by the following. The parties agree that the procedures established in this Appendix for placement and reduction/recall constitute clear and transparent procedures as required under Revised School Code Section 1248.
- C. Concerning TOR placement and reduction or recall decisions, the parties agree as follows:
 - 1. The Superintendent or designee decides placement decisions, when a vacancy exists and when a posting is made. A "vacancy" shall be defined as an unassigned, open position, or a newly created position, which the District intends to fill.
 - 2. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum.

If the Superintendent determines that insufficient funds are budgeted for existing staff or that a reduction in teaching staff is necessary due to a program, curricular, or other operational considerations, the Superintendent will recommend to the Board the teaching positions to be reduced. Prior to issuance of layoff notices, the Association will be given an opportunity to make specific recommendations regarding the particular implementation of layoff and recall procedures planned by the District.

3. The Superintendent or designee has discretion to place, transfer, layoff, or recall a TOR into a position for which they are certified and qualified for, for a reason that is not arbitrary or capricious including, but not limited to, the following clear and transparent factors:

- a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
- b. Credentials needed for District, school, or program accreditation;
- c. District-proved professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the TOR's effectiveness in that assignment and is integrated into instruction;
- d. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way.
- e. Disciplinary record, if any;
- f. Previous effectiveness ratings;
- g. Compliance with state and federal law

4. Seniority shall be considered as a tiebreaker if a TOR placement or reduction/recall decision involves two or more TORs and all other distinguishing factors are equal.

5. A TOR is eligible for recall for 12 months from the date the district implemented the reduction in force. TOR's placed on layoff will continue to receive all insurance benefits until the end of the month following the layoff notice. TOR's wishing to continue insurance beyond that point may do so on their own by purchasing COBRA continuation coverage. TOR's returning from layoff will be considered active employees upon receiving notice. Should a TOR refuse to return from layoff within five business days during the school year, or ten calendar days during the summer break, they shall be deemed to have voluntarily quit. All fringe benefits will be restored to TOR's returning from layoff.

D. Probationary teachers cannot grieve any aspect of this Article. Tenured teachers may grieve an alleged violation of this Article up to, but not including, arbitration in the Grievance Procedure.

E. The employment of teachers without teaching certification using a substitute permit is to be permitted only in cases of absolute necessity when no qualified applicants are available and following an active search by school officials and the Association shall be notified in each instance. Any person so employed must complete requirements for and obtain a Michigan teaching certification per MDE guidelines and compliance, in order to be re-employed for a second year.

Section 2.3

SENIORITY

- A. No later than thirty (30) days following the ratification of this agreement, and by every October 15 thereafter the board shall prepare a seniority list. Seniority is defined as length of service within the local bargaining unit. All teachers shall be ranked on the list in the order of their effective date of employment. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected, will participate in a drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.
- B. The seniority list shall be emailed to bargaining unit members by October 15 of each school year. Revisions and updates of the seniority list shall also be emailed as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association. Objections to the seniority list shall be filed within ten (10) days. Thereafter, the list shall be final and conclusive.
- C. A teacher shall lose seniority rights if he/she retires, resigns, is discharged or if a laid off teacher refuses recall to an equivalent position at the time of layoff, within ten calendar days of the recall, or has not been recalled within three years.
- D. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any changes of address.
- E. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given an opportunity to fill such positions.
- F. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.
- G. All teachers subject to layoff shall receive full fringe benefits provided herein for the remainder of the contract year.

Section 2.4

BOARD RIGHTS

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

the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 2. To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
 6. To determine reasonable provisions for health, safety, and first aid of employees during hours of employment.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof this agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

SECTION THREE TEACHING CONDITIONS

Section 3.1

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class period until after consultation by the principal with the teacher.
- C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide the teacher with legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities provided the teacher did not act outside the scope of his/her employment.
- D. Time lost by a teacher in connection with any civil action in this article shall not be charged against the teacher provided the teacher did not act outside the scope of his/her employment.
- E. The Board will reimburse a teacher for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises not covered by insurance up to \$1500.

Section 3.2

WORK DAY AND WORK HOURS

- A. Employees shall be required to work a 7.5 hour day. Employees may work from 7:30 am to 3:00 pm OR have the option to work from 7:45 am to 3:15 pm in order to fulfill those hours.
- B. The normal weekly teaching load in the junior and senior high schools will not exceed 30 teaching periods and five (5) unassigned preparation periods.
- C. The normal teaching load in the elementary schools shall not exceed 30 hours of regular student contact per week which will include 250 minutes per week of planning time.

- D. All bargaining unit members shall be entitled to a duty-free lunch uninterrupted lunch period of at least 35 minutes.

When schools are closed to students due to, an order of the Superintendent or other governmental authorities, bargaining unit members shall not be required to report for duty and shall suffer no loss of pay.

Section 3.3

TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use.
- C. The Board agrees to make available adequate equipment and facilities to aid teacher in the preparation of instructional material.
- D. Notwithstanding their employment, teachers shall be entitled to full right of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, provided it does not adversely impact the district.

Section 3.4

RESTRICTIVE ENVIRONMENT

- A. While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual disabled student should participate in regular education programs and services must be appropriate to that student's unique need determined by an individual educational planning committee (IEPC) on an individual basis.
- B. No member shall be required to perform medical, hygiene or other non-instructional procedures for students such as (but not limited to) suctioning, catheterization, diapering, or attending to any personal hygiene or medical need(s) or the student(s). When new situation arises, the Administration will advise the Association and teacher and meet to discuss problems and how they will be dealt with.

SECTION FOUR LEAVES OF ABSENCE

Section 4.1

PROFESSIONAL, PERSONAL, AND ASSOCIATION LEAVE

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

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

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

B. At the beginning of every school year, each teacher shall be credited with three (3) days to be used for the teacher's personal business. Only one unused personal day may be rolled over each year into a personal leave day bank. A maximum of ten (10) days may be accumulated in the personal leave day bank. No more than ten days may be used for personal business in a school year. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least one day in advance, except in cases of emergency. No personal leave requested for a school day immediately before or after a holiday or vacation period will be allowed unless there is an extreme emergency determined by the Superintendent. Up to five (5) days may be used consecutively with superintendent approval. Personal leave days shall be available for the practice of individual religious preferences.

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

D. A teacher shall be released from regular duties without loss of pay at least one day each semester for the purpose of participating in area or regional meetings of the Michigan Education Association. The Association shall reimburse the district for the substitute and the employee's retirement.

Section 4.2

SABBATICAL LEAVE

- A. Teachers may be granted sabbatical leave in accordance with Sec1235 of the Revised School Code. MCL 380.1235.

Section 4.3

UNPAID LEAVES

- A. Any teacher whose personal illness extends beyond the period compensated under Section 4.4 shall be granted a leave of absence without pay of up to one year. Upon return from leave, a teacher may be assigned to the same position, if available, or a substantially equivalent position provided said teacher is mentally and/or physically capable of fulfilling the assignment. After a teacher exhausts their one (1) year leave of absence without pay, the Board may grant an additional leave of absence without pay of up to one (1) year at its discretion.
- B. The Board will grant a leave of absence for childcare, without pay, to any regularly employed staff member. Such leaves of absence shall be for one full school year and may be renewed at the discretion of the Board.
- C. Any regular employee who may enlist or be conscripted into the defense forces of the United States for service or training shall be granted a military leave, without pay. He/she shall be reinstated in the school system with full credit for annual increments under the salary schedule upon a written request, supported by written proof of time in service and medical fitness that said candidate is fully qualified to perform the duties of said position. The application for reinstatement must be made within ninety (90) days from the date of release or discharge.
- D. Leave of absence without pay may be granted upon application for the purposes of study, related to the teacher's licensed field; study to meet eligibility requirement for a license other than that held by the teacher, study research or special teaching assignment involving advantage to the school system.
- E. A teacher missing 50% or more of school calendar days for unpaid leave shall not advance on salary schedule.

Section 4.4

ILLNESS AND DISABILITY

- A. Each teacher will be granted ten (10) days per year accumulative to one hundred (100) days leave per year. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:

1. Personal Illness or Disability – The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery, bonding (adoption/birth), and military exigency. If the illness or disability is for an extensive period of time, the Board may require a statement from the physician.
 2. Death in the Immediate Family – The teacher may take a maximum of five (5) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, grandparents, and similar step relatives and in-laws.
 3. Other Deaths – The teacher may take one (1) day per death to attend the funeral of any person upon agreement with the Superintendent.
 4. Medical or Nursing Care – The teacher may take three (3) days to make arrangements for medical or nursing care for a member of his/her immediate family (see definition in #2 above).
 5. Illness in the Immediate Family – The teacher may take a maximum of four (4) days per illness upon agreement with the Superintendent. Immediate family shall be defined as in #2 above.
 6. Other – Leave day(s) may be used for any other event as determined by the Superintendent to be an emergency.
- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.
- C. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Workers' Compensation Act for the duration of such absence.
- D. An employee, who leaves employment after ten (10) years of employment in the district, including approved leaves of absence, shall be paid 45% of the substitute rate for all unused sick leave.
- E. Teachers working half time shall receive prorated benefits. Teachers working 4/6th time or greater receives 100% of benefits under this Section. Time worked shall be instructional time.

SECTION FIVE COMPENSATION AND BENEFITS

Section 5.1

INSURANCE PROTECTION

A. Health Insurance: The Board shall provide health insurance to each employee and will pay the maximum “hard cap” amount, set annually by the state. The difference for the medical premium less the “hard cap” amount will be paid by the employee through payroll deduction.

Employees, who work the full school year, shall be provided insurance, for a full twelve (12) month period, September 1 through August 31, for the teacher and his/her eligible dependents. Employees who leave employment prior to completing the full school year will have their insurance terminated at the end of the month in which they were last in paid status.

For part-time teachers (those that teach 4/6 or less of a day), the Board shall pay a prorated amount of the applicable “hard cap” of health premium based on the hours worked.

All optional MESSA medical plan riders that do not increase the cost of the premium will be provided by the district.

The district will pre-fund the HSA bi-annually, employees may request assistance if needed. If medical premiums are less than the “hard cap,” the difference will be deposited into the employee’s HSA.

Ancillary benefits shall not be included in the hard cap amount, and shall be paid for by the district.

Those employees foregoing medical insurance coverage are entitled to Plan B – ancillary benefits paid for by the district.

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

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

The cash amount may be applied through a Salary Reduction Agreement by the bargaining unit member toward any tax-deferred annuity program currently in place with the employer.

C. Part-time teachers (those that teach 4/6 or less of a day) are entitled to one of the following benefits:

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

MESSA Choices 2

e.g. if employee works 3/6 of the day, employer pays 3/6 of the specified health contribution, employee pays 3/6.

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

MESSA/Delta Dental Plan – 100/90/90/90, \$2500 annual max, \$3000 lifetime

max MESSA/Vision Service Plan – VSP 3 Gold VSP 3 Plus P 250CL

MESSA Life Insurance – \$50,000

MESSA LTD Plan – 66 2/3%: \$3,500

2. For those part-time teachers not needing health insurance, the employer will contribute toward a prorated cash option in lieu of health benefits.

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

MESSA/Delta Dental Plan – 100/90/90/90, \$2500 annual max, \$3000 lifetime

max MESSA/Vision Service Plan – VSP 3 Gold VSP 3 Plus P 250CL

MESSA Life Insurance – \$50,000

MESSA LTD Plan – 66 2/3%: \$3,500

Benefit Type	Option A: Elect Health Insurance Shall Receive	Option B: Do Not Elect Health Insurance
Health Insurance (Medical)	Full access to medical benefits. (Single/ 2-Person/Family) Employee elected MESSA plan options: 1. ABC 2 \$2,000/\$4,000 Deductible, 0% Co-Insurance, 5-Tier RX w/ Mail 2. ABC 3 \$3,500/\$7,000 Deductible, 10% Co-Insurance, 5-Tier RX w/ Mail	· Employee waives medical coverage, no district medical premium contribution. · Receives monthly cash benefit of \$525. · Employees may place these funds into the electing member's 457(b)/403(b) accounts. · Amount will be prorated if working less than full schedule of 4/6 hours.
Ancillary Benefits (Dental, Vision, Life, Disability)	Full access to ancillary benefits. (Single/ 2-Person/Family) Long Term Disability · 66 2/3% of Max Eligible Salary · Maximum Monthly Benefit \$5,000 · Maximum Eligible Monthly Salary \$7,549 · 90 Calendar Days Modified Fill Life Insurance · \$50,000.00 Accidental Death & Dismemberment · \$50,000.00 Vison · VSP3 Plus P 250CL Dental - Delta Dental · Class I 100% · Class II 90% · Class III 90% · Class I, II, III Annual Maximum = \$2,500 · Class IV 90% · Class IV Lifetime Maximum = \$3,000 · Two Cleanings Per Year	Same as Option A

Section 5.2

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Appendix B of this Agreement and are for 182 days of employment. Such salary shall remain in effect for the duration of this agreement.
- B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, during normal teaching hours of the contracted school year. For extra work the teacher shall be entitled to appropriate additional professional compensation.
 - 1. Part-time employees will be paid on a pro-rated basis (e.g. 3 classes = 3/6 or 4/7 depending on the hourly day).
- C. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.
- D. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary, providing this pertains to local problems. The Association shall reimburse the district for the substitute and those sums paid to the Office of Retirement Services.
- E. Teachers shall be paid every two (2) weeks, in twenty-six (26) or twenty-seven (27) equal paychecks or twenty (20) equal paychecks at the discretion of the teacher.
- F. Upon successful completion of additional study courses, teachers will be reimbursed up to \$250 per semester hour of credit earned providing those credits are taken in that teacher's major or minor. Related courses may also be reimbursed if it is determined that they are of benefit to the district. Prior approval must be obtained from the superintendent. All other courses will be reimbursed up to \$35.00 per credit.
- G. Supervision of extra-curricular activities over instructional duties such as selling at games will be paid for at the rate of \$50.00 for each person per activity or \$40.00 for chaperoning student buses after the regular day.
- H. Any teacher who is asked to cover for another teacher's class during their conference period by the administration or due to a school-related event will have the following options: they shall be paid \$25 or shall be given one period of compensatory time to be used at a later date.

Section 5.3

EXTRA CURRICULAR

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

Schedule B paid as follows:

High School Varsity

Boys Basketball 9%

Girls Basketball 9%

Softball 9%

Baseball 9%

Cross Country 9%

Volleyball 9%

Golf 9%

Class Advisor-Stipend

(teacher will “travel” with class assigned)

6th-8th grades \$125

10th-12th grades \$500

Junior Varsity

Boys Basketball 7%

Girls Basketball 7%

Volleyball 7%

Extra Duties

Pep Band/Festival 6%

Cheer 6%

Drama (HS/JH) 5%

Lunch Duty (HS) \$18

Lunch Duty (Ele) \$18

Art Club Advisor 5%

Quiz Bowl Advisor 4%

Technology 4%

NHS 3%

Data Management 3% (to include

Power School)

Student Council 5%

Help Hours \$35, admin approval

Testing Coordinator 5%

MITES 5%

Close Up \$1,000

Summer School \$3,225

Middle School

Boys Basketball 5%

Girls Basketball 5%

Volleyball 5%

Baseball 5%

Softball 5%

MS Cross Country/Elem. Run Club 5%

**SECTION SIX
MISCELLANEOUS PROVISIONS**

Section 6.1

MISCELLANEOUS PROVISIONS

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

Section 6.2

RETIREMENT INCENTIVE

- A. If a bargaining unit member is eligible for Michigan Public School Employees Retirement Fund, by obtaining 30 years of service credit, or at earliest date of retirement eligibility and has completed 10 years of service at Mackinaw City Public Schools, the Board shall upon employee request:
 - 1. Pay employee an additional \$6,000.00 (cash, or into an HSA, 457(b) or 403(b)) if employee retires at the conclusion of the first year in which the employee becomes eligible (with 10 years of service to the District).

Section 6.3

MENTORS

- A. A Mentor shall be defined as a master employee as identified in Section 1526 of the school code.
- B. Each non-tenured employee shall be assigned a Mentor employee by the administration with consultation from the Association. The Mentor employee 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. A Mentor may be assigned to assist a tenured employee with new assignments, when placed on a plan of improvement, or when rated ineffective, etc.
- C. The Mentor employee should be a tenured member of the bargaining unit, if possible. If no employee volunteers, a retired K-12 employee may be selected.
 - 1. Participation as a Mentor employee shall be voluntary.
 - 2. The selection of the Mentor employee shall be finalized by the administration within twenty (20) workdays of the Probationary employee's initial employment.
 - 3. Every effort will be made to match Mentor employees and Probationary employees who work in the same area of certification.
 - 4. The Mentor employee assignment shall be for one (1) year subject to review by the Mentor employee and Probationary employee. The assignment may be renewed in succeeding years by the administration. The assignment of a mentor for a previously tenured teacher may be done in consultation with the principal.
 - 5. The Mentor teacher shall be paid \$1,000 per school year.

Section 6.4

TEACHER OBSERVATION AND EVALUATION

- A. Probationary teachers will be observed a minimum of two times per year, leading to a yearly evaluation.
- B. Tenured teachers will be observed two times per year, annually, until they have earned three consecutive years of effective or highly effective evaluation ratings. Subsequently, teachers may be evaluated triennially. A future rating of less than effective will lead to annual evaluations until three consecutive effective or highly effective years are achieved.
- C. All teacher observations will be completed between November 1st and April 1st. Evaluations will be completed by June 1st.

- D. All observations will be scheduled unless unscheduled observations are requested by the teacher.
- E. For teachers needing to be evaluated, the first observation of each year may be conducted using Sibme. Teachers using this program will be responsible to submit a Sibme recording of a lesson to the Superintendent by December 15th. The Superintendent will use the submission for his observation and may consult with the teacher concerning additional steps to take. The second observation will be conducted in-person.
- F. If a probationary teacher is not continued in employment due to their evaluation rating, the employee will receive notice that his/her contract will not be renewed containing the reasons for their non-renewal by June 1st. The Board will provide a hearing upon request by the employee. The hearing will be scheduled in coordination with a monthly school board meeting. During this hearing the Board will consider whether the employee was properly evaluated. If proper evaluation procedures were not followed, the employee's contract will be renewed.
- G. Teachers who are not rated as effective or highly effective shall, in consultation with the evaluator, develop specific performance goals, in writing, that will be used to assist in improving effectiveness. Specific goals will be measurable and observable.

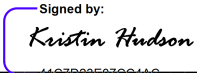
Section 6.5

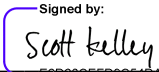
DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 2026, and shall continue in effect for four (4) years until August 31, 2030, or until such time as agreement on a new contract has been reached.

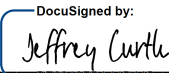
Dated this 26.00 day of August, 2030.

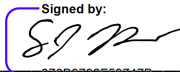
MICHIGAN EDUCATION ASSOCIATION/NEA

By 
41C7B23E07EC4AC...
Lead Negotiator/Union President

By 
E0D00CEFD9C54DA...
UniServ Director (T)

MACKINAW CITY PUBLIC
SCHOOLS BOARD OF EDUCATION

By 
BE89T6FDA44D445...
Superintendent

By 
870B9732F59747B...
Board President

APPENDIX A – CALENDARS

**MACKINAW CITY PUBLIC SCHOOLS
OFFICE OF THE SUPERINTENDENT
2026 – 2027 SCHOOL YEAR**

WEEK	
Sept 8 – 11	School starts on Tuesday, September 8 th at noon
Sept 14 – 18	
Sept 21 – 25	
Sept 28 – Oct 2	
Oct 5 – 9	
Oct 12 – 16	
Oct 19 – 23	
Oct 26 – 30	
Nov 3 – 6	Nov. 2-No School-COPESD PD
Nov 9 – 13	Nov. 11-Parent Teacher Conferences 1-5pm
Nov 16 – 20	
Nov 23 – 25	Nov. 26-27 Thanksgiving Break
Nov 30 – Dec 4	
Dec 7 – 11	
Dec 14 – 18	Winter Break begins at the end of the day on the 18 th
Jan 4-8	
Jan 11 – 15	
Jan 18 – 22	
Jan 25-29	Exams – Wed. 1/27 Thurs. 1/28, Fri. 1/29 (make-up exams)
Feb 1-5	
Feb 8 – 12	
Feb 15 – 19	
Feb 22 - 26	
Mar 1 - 5	
Mar 9 – 13	Mar. 10 –Parent Teacher Conferences 1-5pm
Mar 15 - 19	
Mar 22 – 25	Spring Break begins at the end of the day on the 25 th
Apr 5 - 9	
Apr 12 - 16	
Apr 19 - 23	
Apr 26 - 30	
May 3 - 7	
May 10 - 14	
May 17 – 20	
May 25 - 28	May 27-GRADUATION, 6pm—May 28 Half day of School
June 1 – 4	May 31 No School
June 7 -11	Exams – Wed. 6/9, Thur. 6/10, Fri. 6/11 (make-up exams & Elem. Awards)

APPENDIX B – SALARY SCHEDULE

Steps, longevity and percentage increases shall be paid unless a teacher is rated ineffective for two consecutive years, in which case there will be no advancement on the salary schedule, unless the teacher has been assigned and is cooperating with a mentor. This provision will only be in force for the term of this agreement and will be open for negotiation at the end of this agreement.

2026-27 Salary Schedule

Drop Zero Step from 2025-26 Salary Schedule

Move all earned Steps and Lanes

Add \$3425 to all Steps and Lanes

	BA	BA10	BA18	MA	MA15	MA30
1	49206	49434	49718	50570	51025	51366
2	51461	51688	51972	52825	53279	53620
3	53723	53950	54234	55086	55541	55882
4	55982	56209	56493	57345	57800	58141
5	58243	58471	58755	59607	60062	60403
6	60500	60728	61012	61864	62319	62659
7	62762	62989	63273	64125	64580	64921
8	65015	65243	65527	66379	66834	67175
9	67278	67505	67789	68642	69096	69437
10	70962	71190	72785	72326	72781	73121
11	73027	73254	73539	74391	74845	75186
13	73595	73823	74107	74959	75414	75755
15	74950	75177	75461	76314	76768	77109
17	75518	75746	76030	76882	77337	77677
20	77274	77501	77785	78638	79092	79433
22	78410	78638	78922	79774	80229	80570
24	79547	79774	80058	80911	81365	81649
26	80683	80911	81195	82047	82502	82786
28	81820	82047	82331	83183	83638	83922
29	82956	83183	83468	84320	84775	85059

2027-28 Salary Schedule

Move all earned Steps and Lanes

Increase all Steps and Lanes by 3.75%

	BA	BA10	BA18	MA	MA15	MA30
1	51052	51287	51582	52466	52938	53292
2	53391	53627	53921	54806	55277	55631
3	55737	55973	56268	57152	57624	57977
4	58081	58317	58612	59496	59968	60321
5	60427	60663	60958	61842	62314	62668
6	62769	63005	63300	64184	64655	65009
7	65115	65351	65646	66530	67002	67356
8	67453	67689	67984	68868	69340	69694
9	69801	70037	70331	71216	71687	72041
10	73623	73859	75514	75038	75510	75864
11	75766	76001	76296	77181	77652	78006
13	76355	76591	76886	77770	78242	78595
15	77761	77996	78291	79176	79647	80001
17	78350	78586	78881	79765	80237	80590
20	80172	80408	80702	81587	82058	82412
22	81351	81587	81881	82766	83237	83591
24	82530	82766	83060	83945	84416	84711
26	83709	83945	84240	85124	85595	85890
28	84888	85124	85419	86303	86774	87069
29	86067	86303	86598	87482	87954	88248

2028-29 Salary Schedule

Move all earned Steps and Lanes

Increase all Steps and Lanes by 3.75%

	BA	BA10	BA18	MA	MA15	MA30
1	52966	53211	53516	54434	54923	55290
2	55393	55638	55943	56861	57350	57717
3	57827	58072	58378	59295	59784	60151
4	60259	60504	60810	61727	62216	62583
5	62693	62938	63244	64161	64651	65018
6	65123	65367	65673	66591	67080	67447
7	67557	67802	68108	69025	69514	69881
8	69983	70228	70533	71451	71940	72307
9	72418	72663	72969	73886	74376	74743
10	76384	76629	78346	77852	78341	78708
11	78607	78852	79157	80075	80564	80931
13	79219	79463	79769	80686	81176	81543
15	80677	80921	81227	82145	82634	83001
17	81288	81533	81839	82756	83246	83613
20	83178	83423	83729	84646	85135	85502
22	84402	84646	84952	85869	86359	86726
24	85625	85869	86175	87093	87582	87888
26	86848	87093	87399	88316	88805	89111
28	88071	88316	88622	89539	90029	90334
29	89295	89539	89845	90762	91252	91558

2029-30 Salary Schedule

Move all earned Steps and Lanes

Increase all Steps and Lanes by 3.75%

	BA	BA10	BA18	MA	MA15	MA30
1	54952	55206	55523	56475	56983	57364
2	57470	57724	58041	58993	59501	59882
3	59996	60250	60567	61519	62026	62407
4	62519	62773	63090	64042	64549	64930
5	65044	65298	65616	66567	67075	67456
6	67565	67819	68136	69088	69596	69976
7	70091	70344	70662	71613	72121	72502
8	72607	72861	73178	74130	74638	75019
9	75134	75388	75705	76657	77165	77545
10	79249	79502	81284	80772	81279	81660
11	81555	81808	82126	83078	83585	83966
13	82189	82443	82760	83712	84220	84601
15	83702	83956	84273	85225	85733	86113
17	84337	84590	84908	85860	86367	86748
20	86297	86551	86869	87820	88328	88709
22	87567	87820	88138	89090	89597	89978
24	88836	89090	89407	90359	90866	91184
26	90105	90359	90676	91628	92135	92453
28	91374	91628	91945	92897	93405	93722
29	92643	92897	93214	94166	94674	94991