

**MASTER AGREEMENT**

**BETWEEN**

**MANISTEE AREA PUBLIC SCHOOLS**

**AND**

**MANISTEE TEACHERS' ASSOCIATION  
MEA — NEA**

**2018-2021**

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## ARTICLE I — RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all teacher certified personnel, including guidance counselors and certified librarians, and including certificated GSRP/Head Start Teachers, but excluding administrative personnel and substitute teachers. The term, “teacher,” when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit defined above.

## ARTICLE II — DEDUCTIONS

- A. Upon appropriate written authorization from the bargaining unit employee, the Employer shall deduct from the wages of any such employee and make appropriate remittance for MEA-FS’s MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner’s insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and Employer.

## ARTICLE III— EMPLOYEE RIGHTS

- A. Every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection, or may choose not to do so.
- B. The Association and bargaining unit employees shall have the right to use school facilities upon written application at reasonable hours for Association meetings. Consumable supplies used by the Association in the conduct of their business shall be replaced by the Association. (This does not include supplies and materials used in contract negotiations).
- C. The Board agrees to furnish to the Association such information as requested by the Association for the contract administration, grievance processing and bargaining. All requests must be submitted in writing.
- D. An employee shall be entitled to have present a representative of the union during any meetings, which will or may lead to disciplinary action by the employer.
- E. Any serious complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher’s attention. Unless there are extenuating circumstances, the Employer shall promptly inform the employee of any complaint that leads to investigation by an agency outside of Manistee Area Public Schools, including but not limited to, Police, Social Services, etc., pursuant to law.
- F. Classroom Visitation: For the protection of students and staff, the Employer shall adopt a policy on classroom visits which shall be published in the policy handbook. Copies of the policy will be available in the office at each school location.

## **ARTICLE IV— BOARD RIGHTS**

- A. The Board, on its own and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including the right:
  - 1. To exercise executive management and administrative control of the school system and its properties and facilities.
  - 2. To hire all employees, and subject to the provisions of law and to the limitations of this Agreement, 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, to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
  
- B. The exercise of the powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

## **ARTICLE V — PROFESSIONAL COMPENSATION**

- A. The salaries and fringe benefits of teachers are set forth in Schedules A, B, and C as attached and incorporated in this Agreement.
  
- B. 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 negotiations, including arbitration, shall be released from regular duties without loss of salary. Pursuant to applicable law, and in those instances where a teacher is released to conduct Association business, the Board shall not pay MPSERS contributions on such wages unless the employee or Association timely reimburses it for such contributions by June 30th of that school year.
  
- C. Employees shall be reimbursed for allowable business mileage at the IRS mileage rate in effect at the time the miles were earned. The District will notify the EA President of mileage rate changes. Employees shall turn in their requests for reimbursement at the end of each semester and shall be paid out in accordance with the district's payroll processing and in accordance with law. Teachers who travel between school buildings as a part of their job duties shall be eligible for reimbursement for such travel at the basic rate. Each teacher whose assignment requires travel time shall meet at the beginning of each school year with the appropriate administrator to mutually determine such travel time.

- D. Any teacher whose duties necessitate travel for school related activities, and is authorized by school administration for such travel, shall keep records of his/her mileage, as required by the IRS, and destination and receive mileage reimbursement accordingly.
- E. Teachers attending meetings, conferences, and other school activities at the request of the district shall be reimbursed for the actual mileage at the basic rate. Teachers will also be reimbursed for expenses incurred for meals, lodging, and registration fees. Travel and reimbursement arrangements must be approved in advance by the superintendent or his/her designee.
- F. Credits earned after receiving a teaching certificate shall be counted toward lane movement on the salary schedule by meeting one (1) of the following qualifications:
  - 1. Required for a Michigan Teaching Certificate.
  - 2. Enhances the subject area in which the person is teaching.
  - 3. Related to the field of education.

Confirmation of the qualification of these credits shall be obtained from the Superintendent before taking the course. Adjustments on the salary schedule shall be made beginning the second semester in January, 2016 after documentation is turned into the district. Documentation must be received by September 30 for the first semester and by January 31 for the second semester.

The Administration and the Association recognize the need for teachers to remain knowledgeable concerning the methods and expanding body of knowledge of their profession.

The Board accepts the responsibility of providing workshops and permitting visitation to clinics, other schools, and professional meetings by teachers as it deems appropriate.

Both parties recognize the value of having a plan in place to promote professional growth among the staff. A District-led professional development committee will collaborate for school improvement and professional learning. The committee will be composed of PLC Leaders from each building and two designees from the Association. Designees will be present to aid in communication and collaboration, and do not have duties or pay as ascribed to PLC Leaders.

- G. The Board agrees to pay for the vandalism on school property to a teacher's automobile if a police report is filed and only to the extent not otherwise covered by insurance.
- H. The Board will pay total tuition costs for teachers when the need is for further training to prepare for new or revised curriculum offerings as determined by the Board.
- I. Any teacher of the School District may obtain a teacher pass to all school activities with the exception of M.H.S.A.A. Tournaments, from the office of the Athletic Director.

Family passes shall be available, providing the teacher volunteers to assist with at least two of the supervisory or clerical duties associated with such activities.

J. Either the board or the Association may at their discretion initiate discussion about offering early retirement incentives.

K. Insurance Protection: Fringe Benefits: Should the district enter into an insurance consortium, upgrades to the insurance coverage may be bargained.

1. Upon submission of a written application, the Board shall provide bargaining unit employees working 60% or more of a full contract with monthly allowances:

Eligible employees may elect either the MESSA Choices (Pak A), MESSA ABC Plan 1 (Pak C), or MESSA ABC Plan 1 (Pak D) as the basic health insurance plan. The Board will pay each month up to the amounts set forth in PA 152. Effective August 1, 2018, the monthly cost paid shall not exceed \$528.73 Single, \$1105.74 two person, \$1442.00 family. The employee will pay all other costs. Effective January 1, 2019, the above amounts shall be increased to 1/12 of the 2019 hard cap amounts for single, two person and family and shall increase annually to the hard cap amounts set forth by PA 152.

Plan B: 100% funded by the Board of Education through December 2020. Effective January 1, 2021, employees shall pay the increase in Plan B costs, if any, that exceed 3% of the 2020 annual cost.

MESSA-PAK Plan Specifications are as follows:

Plan A:

MESSA Choices (Pak A), \$500/\$1000 deductible,  
\$20/\$25/\$50 OV/UC/ER

Saver Rx

\*LTD 66 2/3% of salary to monthly maximum of \$5,000, 90 day modified fill

\*MESSA/Delta Dental Plan (60/60/50: Class I, & II; \$1,500 max, Ortho Rider \$2000 max) (Full Family)

\*MESSA Vision VSP2 (Full Family)

\*Negotiated Term Life \$30,000

OR

MESSA ABC Plan 1 (Pak C)

\$1350/\$2700 deductible

ABC Rx

\*LTD 66 2/3% of salary to monthly maximum of \$5,000, 90 day modified fill

\*MESSA/Delta Dental Plan (60/60/50: Class I, & II; \$1,500 max, Ortho Rider, \$2000 max) (Full Family)  
\*MESSA Vision VSP2 (Full Family)  
\*Negotiated Term Life \$30,000

OR

MESSA ABC Plan 1 (Pak D)  
\$1350/\$2700 deductible  
3Tier Mail Rx  
\*LTD 66 2/3% of salary to monthly maximum of \$5,000, 90 day modified fill  
\*MESSA/Delta Dental Plan (60/60/50: Class I, & II; \$1,500 max, Ortho Rider, \$2000 max) (Full Family)  
\*MESSA Vision VSP2 (Full Family)  
\*Negotiated Term Life \$30,000

Plan B (Pak B):

\*MESSA/Delta Dental Plan (75/75/60: Class I, II, & III; \$1,500 max, Ortho Rider \$2000 max) (Full Family)  
\*MESSA Vision VSP3 (Full Family)  
\*LTD (Same as Plan A)  
\*Negotiated Term Life \$30,000

2. In the event an employee has exhausted paid sick leave or dies, employee benefit shall continue through the contract year.
3. In the event an employee is terminated (not including layoff) or resigns during the school year, the insurance shall be continued until the employee has received the prorated portion of the 12 month insurance year earned at the time of the termination. An employee hired after the first required work day of the school year shall be entitled to the above mentioned employee benefits, subject to MESSA's underwriting guidelines.
4. The Board shall make payment of its portion of insurance premiums for all eligible persons, including persons laid off during the school year, to assure insurance coverage for the full 12 month-period commencing August 1st and ending July 31st of each year. The medical benefit plan coverage year for purposes of 2011 PA 152 is July 1 to June 30.
5. Employees working less than a 40% contract shall receive no benefits. Employees working at least 40% and up to 59% of a full contract shall receive single subscriber insurance of their choice, prorated (i.e., Board contribution ranges from 40% to 59% as applicable). Employees working 60% or more of a full contract shall be eligible for either Plan A or B as will those employees working in a

Board approved job sharing program. Eligible GSRP/Head Start teachers shall receive 90% of the full-time benefit.

6. Each teacher has a thirty (30) day conversion right of Board provided term life insurance upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.
7. An open enrollment period shall be provided annually during the month mutually agreed by the parties.
8. Employees not desiring health insurance shall receive MESSA-PAK Plan B. When two employees of a family are employed, one member will receive this option. Any employee who does not take health insurance will receive cash in lieu of insurance. The amount of cash in lieu of insurance will be \$427/month for bargaining unit employees hired before June 30, 2018. As of July 1, 2018, the cash in lieu payment shall be \$350/month. Such payment may be used for an annuity or other salary reduction agreement authorized by section 125 of the internal revenue code. Any employee who elects cash in lieu agrees, upon request, to verify that s/he has access to alternate health coverage through an alternate source, such as a spouse's employer.
9. The Association may modify its benefit plan coverage upon prior notice to and with the agreement of the District, which consent shall not be unreasonably withheld, provided that no more than one change occurs per each medical benefit insurance coverage year.

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2018/19 Merit Pay provision: All teachers rated “effective” shall receive \$25 toward classroom supplies and all teachers rated “highly effective” shall receive \$50. Commencing 2020-2021, the amounts shall be increased to \$50 (“effective”)/\$100 (“highly effective”), respectively.

**SCHEDULE A  
SALARY SCHEDULE 2018-19**

| <b>STEP</b> | <b>B.A.</b> | <b>B.A. + 10</b> | <b>B.A. +30/<br/>MA</b> | <b>B.A. +50<br/>/ MA +20</b> |
|-------------|-------------|------------------|-------------------------|------------------------------|
| 1           | 35,691      | 36,048           | 38,457                  | 39,260                       |
| 2           | 37,119      | 37,490           | 39,995                  | 40,831                       |
| 3           | 38,641      | 39,027           | 41,635                  | 42,505                       |
| 4           | 40,225      | 40,627           | 43,342                  | 44,247                       |
| 5           | 41,874      | 42,293           | 45,119                  | 46,061                       |
| 6           | 43,591      | 44,027           | 46,969                  | 47,950                       |
| 7           | 45,378      | 45,832           | 48,895                  | 49,916                       |
| 8           | 47,239      | 47,711           | 50,900                  | 51,962                       |
| 9           | 49,175      | 49,667           | 52,986                  | 54,093                       |
| 10          | 51,192      | 51,703           | 55,159                  | 56,311                       |
| 11          | 53,290      | 53,823           | 57,420                  | 58,619                       |
| 12          | 55,475      | 56,030           | 59,775                  | 61,023                       |
| 13          | 57,750      | 58,327           | 62,225                  | 63,525                       |
| 14          | 60,117      | 60,719           | 64,777                  | 66,129                       |

**Longevity**

|       |        |        |        |        |
|-------|--------|--------|--------|--------|
| 15    | 61,117 | 61,719 | 65,777 | 67,129 |
| 16    | 61,867 | 62,469 | 66,527 | 67,879 |
| 17-18 | 62,367 | 62,969 | 67,027 | 68,379 |
| 19-20 | 62,867 | 63,469 | 67,527 | 68,879 |
| >20   | 63,367 | 63,969 | 68,027 | 69,379 |

Employees with at least a minimally effective performance rating shall advance one step within the salary schedule each year. An employee with an ineffective performance evaluation will not advance within the salary schedule until receiving at least a minimally effective performance evaluation. This provision does not affect lane movement on the salary schedule (e.g., BA to MA).

2018/19 Merit Pay provision: All teachers rated “effective” shall receive \$25 toward classroom supplies and all teacher rated “highly effective” shall receive \$50. Commencing 2020-2021, the amounts shall be increased to \$50 (“effective”)/\$100 (“Highly effective”), respectively.

**SCHEDULE A  
SALARY SCHEDULE 2019-20**

| <b>STEP</b> | <b>B.A.</b> | <b>B.A. + 10</b> | <b>B.A. +30/<br/>MA</b> | <b>B.A. +50<br/>/ MA +20</b> |
|-------------|-------------|------------------|-------------------------|------------------------------|
| 1           | 35,691      | 36,048           | 38,457                  | 39,260                       |
| 2           | 37,119      | 37,490           | 39,995                  | 40,831                       |
| 3           | 38,641      | 39,027           | 41,635                  | 42,505                       |
| 4           | 40,225      | 40,627           | 43,342                  | 44,247                       |
| 5           | 41,874      | 42,293           | 45,119                  | 46,061                       |
| 6           | 43,591      | 44,027           | 46,969                  | 47,950                       |
| 7           | 45,378      | 45,832           | 48,895                  | 49,916                       |
| 8           | 47,239      | 47,711           | 50,900                  | 51,962                       |
| 9           | 49,175      | 49,667           | 52,986                  | 54,093                       |
| 10          | 51,192      | 51,703           | 55,159                  | 56,311                       |
| 11          | 53,290      | 53,823           | 57,420                  | 58,619                       |
| 12          | 55,475      | 56,030           | 59,775                  | 61,023                       |
| 13          | 57,750      | 58,327           | 62,225                  | 63,525                       |
| 14          | 60,117      | 60,719           | 64,777                  | 66,129                       |

**Longevity**

|       |        |        |        |        |
|-------|--------|--------|--------|--------|
| 15    | 61,117 | 61,719 | 65,777 | 67,129 |
| 16    | 62,117 | 62,719 | 66,777 | 68,129 |
| 17    | 62,717 | 63,319 | 67,377 | 68,729 |
| 18    | 63,217 | 63,819 | 67,877 | 69,229 |
| 19-20 | 63,717 | 64,319 | 68,377 | 69,729 |
| >20   | 64,217 | 64,819 | 68,877 | 70,229 |

Employees with at least a minimally effective performance rating shall advance one step within the salary schedule each year. An employee with an ineffective performance evaluation will not advance within the salary schedule until receiving at least a minimally effective performance evaluation. This provision does not affect lane movement on the salary schedule (e.g., BA to MA).

2018/19 Merit Pay provision: All teachers rated “effective” shall receive \$25 toward classroom supplies and all teacher rated “highly effective” shall receive \$50. Commencing 2020-2021, the amounts shall be increased to \$50 (“effective”)/\$100 (“Highly effective”), respectively.

**SCHEDULE A  
SALARY SCHEDULE 2020-21**

| <b>STEP</b> | <b>B.A.</b> | <b>B.A. + 10</b> | <b>B.A. +30/<br/>MA</b> | <b>B.A. +50<br/>/ MA +20</b> |
|-------------|-------------|------------------|-------------------------|------------------------------|
| 1           | 35,691      | 36,048           | 38,457                  | 39,260                       |
| 2           | 37,119      | 37,490           | 39,995                  | 40,831                       |
| 3           | 38,641      | 39,027           | 41,635                  | 42,505                       |
| 4           | 40,225      | 40,627           | 43,342                  | 44,247                       |
| 5           | 41,874      | 42,293           | 45,119                  | 46,061                       |
| 6           | 43,591      | 44,027           | 46,969                  | 47,950                       |
| 7           | 45,378      | 45,832           | 48,895                  | 49,916                       |
| 8           | 47,239      | 47,711           | 50,900                  | 51,962                       |
| 9           | 49,175      | 49,667           | 52,986                  | 54,093                       |
| 10          | 51,192      | 51,703           | 55,159                  | 56,311                       |
| 11          | 53,290      | 53,823           | 57,420                  | 58,619                       |
| 12          | 55,475      | 56,030           | 59,775                  | 61,023                       |
| 13          | 57,750      | 58,327           | 62,225                  | 63,525                       |
| 14          | 60,117      | 60,719           | 64,777                  | 66,129                       |

**Longevity**

|       |        |        |        |        |
|-------|--------|--------|--------|--------|
| 15    | 61,117 | 61,719 | 65,777 | 67,129 |
| 16    | 62,117 | 62,719 | 66,777 | 68,129 |
| 17    | 63,117 | 63,719 | 67,777 | 69,129 |
| 18    | 63,717 | 64,319 | 68,377 | 69,729 |
| 19-20 | 64,217 | 64,819 | 68,877 | 70,229 |
| >20   | 64,717 | 65,319 | 69,377 | 70,729 |

Employees with at least a minimally effective performance rating shall advance one step within the salary schedule each year. An employee with an ineffective performance evaluation will not advance within the salary schedule until receiving at least a minimally effective performance evaluation. This provision does not affect lane movement on the salary schedule (e.g., BA to MA).

2018/19 Merit Pay provision: All teachers rated “effective” shall receive \$25 toward classroom supplies and all teacher rated “highly effective” shall receive \$50. Commencing 2020-2021, the amounts shall be increased to \$50 (“effective”)/\$100 (“Highly effective”), respectively.

**GSRP**  
**SALARY SCHEDULE 2018-21**

| <b>STEP</b> | <b>B.A. state certified</b> |
|-------------|-----------------------------|
| 1           | 32,122                      |
| 2           | 33,407                      |
| 3           | 34,776                      |

Employees with at least a minimally effective performance rating shall advance one step within the salary schedule each year. An employee with an ineffective performance evaluation will not advance within the salary schedule until receiving at least a minimally effective performance evaluation. This provision does not affect lane movement on the salary schedule (e.g., BA to MA).

2018/19 Merit Pay provision: All teachers rated “effective” shall receive \$25 toward classroom supplies and all teacher rated “highly effective” shall receive \$50. Commencing 2020-2021, the amounts shall be increased to \$50 (“effective”)/\$100 (“Highly effective”), respectively.

**SCHEDULE B**

**SALARY SCHEDULE FOR COACHING DUTIES**

- A. The Bachelor's Degree teacher salary schedule shall be used as the basis for the index system.
- B. The number of years as a coach of the particular sport shall determine the position on the index system and determine the base year up to a maximum of eleven (11) years.
- C. An assistant coach who is promoted or comes into the Manistee School System as a head coach in a sport will receive credit of one (1) year for each year as an assistant not to exceed eleven (11) years in determining his/her base year.
- D. No coach shall suffer a rollback in coaching supplement due to the eleven year maximum stipulated in paragraph B.
- E. Salary Schedule B, Article E

Bargaining Unit Employees shall be offered and employed in Schedule B positions before any non-bargaining unit member. When no Bargaining Unit Employee is available to fill Schedule B positions, the district shall have the right to seek employees from outside the bargaining unit and to negotiate Schedule B pay with non-bargaining unit employees up to the following percentage rates. Non-bargaining unit employees hired for Schedule B positions are not covered by this agreement.

| <b><u>Football</u></b>                    | <b><u>Rates</u></b>       |
|---|---------------------------|
| Varsity Coach                             | 13%                       |
| Assistant Varsity Football Coach          | 8%                        |
| Head JV Football Coach                    | 8%                        |
| Assistant JV Football Coach               | 8%                        |
| Head Freshmen Football Coach              | 8%                        |
| <br>                                      |                           |
| <b><u>Basketball (Boys/Girls)</u></b>     |                           |
| Varsity Coaches                           | 13%                       |
| JV Coaches                                | 8%                        |
| Freshmen Coaches                          | 8%                        |
| <br>                                      |                           |
| <b><u>Swimming Boys/Girls)</u></b>        |                           |
| Varsity Coach                             | 9%                        |
| Assistant Coach                           | 6%                        |
| <br>                                      |                           |
| <b><u>Track (Boys/Girls-separate)</u></b> |                           |
| Varsity Head Coach                        | (one 13%, or two 8% each) |
| Assistant Coach                           | 6%                        |

**Volleyball**

|                                       |                 |
|---------------------------------------|-----------------|
| Varsity Coach                         | 9%              |
| Jr. Varsity Coach                     | 6%              |
| Freshmen Coach                        | 6%              |
| <b><u>Powerlifting</u></b>            |                 |
| Varsity Coach JV                      | 9%              |
| Coach                                 | 6%              |
| <b><u>Wrestling</u></b>               |                 |
| Varsity Coach                         | 9%              |
| JV Coach                              | 6%              |
| <b><u>Skiing</u></b>                  |                 |
| Varsity Coach                         | 9%              |
| <b><u>Baseball/Softball</u></b>       |                 |
| Varsity Coach                         | 9%              |
| JV Coach                              | 6%              |
| <b><u>Soccer (Boys/Girls)</u></b>     |                 |
| Varsity Coach                         | 9%              |
| JV Coach                              | 6%              |
| <b><u>Cheerleading</u></b>            |                 |
| Varsity Coach                         | 8% (per season) |
| JV Coach                              | 6%              |
| <b><u>Cross County</u></b>            |                 |
| Varsity Coach                         | 8%              |
| Assistant Coach                       | 6%              |
| <b><u>Tennis</u></b>                  |                 |
| Coach (boys/girls)                    | 8%              |
| Assistant Coach                       | 6%              |
| <b><u>Golf</u></b>                    |                 |
| Coach                                 | 8%              |
| <b><u>Debate</u></b>                  |                 |
|                                       | 6%              |
| <b><u>Forensics</u></b>               |                 |
|                                       | 6%              |
| <b><u>Quiz Bowl</u></b>               |                 |
|                                       | 4%              |
| <b><u>MIDDLE SCHOOL POSITIONS</u></b> |                 |
| Head Football Coach                   | 6%              |
| Assistant Football Coach              | 5%              |
| Swimming Coach                        | 5%              |
| Basketball Coach                      | 5%              |
| Wrestling                             | 5%              |
| Head Track Coach                      | 6%              |
| Assistant Track Coach                 | 5%              |
| Volleyball                            | 5%              |
| Debate                                | 3%              |

|  |                      |
|--|----------------------|
| Forensics  | 3%                   |
| Cheerleading   | 2% per season        |
| Directors of Middle School and Elemental Intramurals | 4% B.A. Base/program |

*New HS/MS sport activities added will be paid based on similar positions already in Schedule B or shall be negotiated with the MTA if special circumstances warrant.*

1. Voluntary unpaid coaching due to illness should not be expected to exceed four consecutive days. After four consecutive days, the substitute coach shall be paid on a daily basis of \$9.00 per day for a varsity level sport, \$8.00 per day for J.V. level sport, \$7.00 per day for 9th grade level sports, and \$6.00 per day for Middle School level sports.
  2. If a coach is ill, he/she will receive two sick days for each week of the scheduled season.
- F. All head coaches, with approval of the Athletic Director, shall be allowed to select one assistant coach to accompany them to one coaching clinic per year with expenses paid by the Manistee School District.
- G. The head coach of a sport with approval of the Athletic Director shall be allowed to assign his/her assistant coaches to the position on his staff, which he/she feels they will most capably fill.

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**SCHEDULE C**

**SUPPLEMENTAL SALARIES**

The number of years' experience with the particular activity will determine the position of the base year on the salary schedule up to a maximum of eleven (11) years. The salary is computed by multiplying the base year salary on the B.A. Schedule by the percentage rate. Only if the Master's' Degree is required for the position, shall the M.A. Schedule serve as the base.

No teacher shall suffer a reduction in supplement due to the eleven year maximum stipulated in the above contract.

| <b><u>Assignment</u></b>  | <b><u>Rate</u></b>   |
|---|--|
| Guidance Director 1   | 16 2/3% (Ten (10) work days beyond teacher contract)   |
| Sr. High Band Director  | 10%  |
| Middle School Band Director   | 5%   |
| Assistant Band Director   | 3%   |
| Elementary Band Director  | 1%   |
| Jazz Band Director  | 4%   |
| Choir Director  | 3%   |
| Elementary Music Programs   | \$28 per hour  |
| Theater Manager*  | 10%  |
| Play Director   | 4% per play  |
| Vocal Director for Musical  | 2%   |
| Technical Director for Musical  | 2%   |
| Sr. High Yearbook   | 3%   |
| Middle School Yearbook  | 1.5%   |
| National Honor Society  | 4%   |
| Jr National Honor Society   | 1.5%   |
| High School Student Government  | 4%   |
| 6 <sup>th</sup> /7 <sup>th</sup> /8 <sup>th</sup> Grade Student Government          | 1.5%   |
| 3 <sup>rd</sup> -5 <sup>th</sup> Grade Student Government                           | 1.5%   |
| Sr. Class Sponsor Total Allowance   | 5% B.A. Base   |
| Jr. Class Sponsor Total Allowance   | 6% B.A. Base   |
| Sophomore Class Sponsor Total Allowance   | 3% B.A. Base   |
| Freshmen Class Sponsor Total Allowance  | 3% B.A. Base   |
| Science Olympiad Coach (2)  | 4% 1 <sup>st</sup> level of competition, 5% 2 <sup>nd</sup> level,<br>and 3% for 3 <sup>rd</sup> level (per coach) |
| Youth in Government   | 2%   |
| SADD  | 2%   |
| MS SADD   | 1.5%   |
| Tolerance Club  | 1.5%   |
| Gay/Straight Alliance (GSA)   | 1.5%   |
| Adventure Learning Coordinator (6 <sup>th</sup> /7 <sup>th</sup> /8 <sup>th</sup> ) | 1% (2 person max)  |
| Winter Whiteout Coordinator   | 1%   |
| Advanced Elective Course (Ex: E-Journalism)   | 12% (prorated accordingly)   |
| Professional Development Committee  | \$750 per District appointment   |
| Mentoring   | \$500  |
| Building Technology Coach   | \$500  |
| Literacy Coach  | \$500  |
| High School Store Manager   | 6%   |



Advanced Elective Courses shall be identified and mutually agreed upon for Schedule B by the EA and the Administration.

The number of coaches/advisors will be determined by the number of participants. This will vary between activities. A reasonable number of participants for a specific activity can be agreed to by the coach/advisor and the building Principal.

\*The Administration reserves the right to terminate the position at the end of any school year if the district elects to employ a full time professional manager. New activities added will be paid based on similar positions already in Schedule C or shall be negotiated with the MTA if special circumstances warrants.

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## ARTICLE VI— WORK DAY, WORK HOURS

### (Meetings, Planning Time, Student Supervision)

#### A. General

1. Teachers must notify the Building Principal or his/her designee when leaving school during the specified time of school attendance per Sections A, B, and C of this Article, if leaving for other than regularly scheduled school business.
2. K-5 Teachers shall be entitled to a duty free lunch period of not less than thirty-five (35) minutes; 6-12 teachers shall be entitled to a duty free lunch period of not less than thirty (30) minutes.
3. Teachers shall be at their assigned place of duty at least 15 minutes prior to the beginning of the student day and shall remain at their assigned place of duty at least 10 minutes after the end of the student day.
4. The Administration may schedule one staff meeting per month, and additional meetings up to three per year of up to one hour (1) in length. Teachers' normal expected hours of work beyond the regular school day shall include time devoted to faculty meetings, professional meetings (IEPs — However, effort will be made to schedule IEPs during the regular school day) and individual conferences between a parent and teacher. Administrators may call additional faculty meetings to deal with emergency situations.
5. Teachers are excused from reporting on days when schools are closed due to severe weather conditions. Teachers are excused from work when a school is closed due to mechanical problems. If schools are open during inclement weather, teachers are expected to make every effort to report to work. However, if a teacher is unable to get to work on time because of conditions caused by severe weather, he/she must notify the building principal and report to work as soon as possible. No pay deduction will be made for this temporary absence. If a teacher, however, is unable to get to work for the entire day due to inclement weather, the teacher must reimburse the school district for the cost of a substitute.
6. Compensation Time (See Article XIII — Substituting by Teachers). Teachers earning Compensation Time by substituting will be allowed to accumulate 30 hours for released time purposes. Time earned beyond 30 hours will be paid at the rate of \$28.00 per hour for each hour earned.
7. Teachers who earn Compensation Time may donate any amount of time to another MAPS employee. Formal documentation of time donated will be administered by the office of the Board of Education. At no time is donation of time mandatory.

A teacher must exhaust all Compensation Time, sick time and personal days before they are eligible to make a request for donation of time for days they missed without pay as a result of illness. Request for the need of donated time is to be made to the building principal. Principal will notify the MTA president and send a request to all staff.

Donations will be taken in the order submitted in one-hour increments of time. Donated time not needed by the requester is returned to the donor(s) in one-hour increments.

8. Teachers scheduled to teach a homeschool, Face-to-Face class during their planning time shall be compensated \$35.00/class hour; teachers of record shall be paid \$28.00/class hour.
9. Provided that classroom teacher's scheduled student contact time does not exceed 28 hours per week, the Board shall establish and distribute the building schedule by the first teacher work day. Any significant changes to the building schedule shall follow this process:

Provided that classroom teacher's scheduled student contact time does not exceed 28 hours per week, the Board shall establish and distribute the building schedule by the first teacher work day. Any significant changes to the building schedule shall first follow this process, before such changes are made:

1. Administrative Team investigates proposed changes for financial and academic impact
  2. Consult with Association Leadership
  3. Dialogue with Leadership (PLC)
  4. Dialogue with staff and invested parties
10. Teachers shall earn Compensation Time for district approved trainings, i.e., book study, conducted outside the regular school day, at \$28/hour. Excluding summer professional development that is paid at \$100 per day.
  11. District approved PLC (i.e., school improvement, math, assessment, etc.) shall be paid at \$36/hour.

B. Elementary Teachers

1. Elementary teachers may be assigned to duties during planning time, when needed due to unavailability of a substitute. He/she shall be compensated at the rate of \$28 per hour or given Compensation Time, whichever the employee chooses. No teacher may be permanently assigned to teach during their planning time without mutual agreement.
2. The elementary building principal shall provide a plan for recess coverage at the beginning of the year that includes an equitable rotation of staff assignment to

recess coverage. If the Board does not have a sufficient number of volunteers to cover recess duty then it reserves the right to assign, on a rotating basis, and compensate teachers for recess duty. Teachers shall be compensated at the rate of \$28 per hour for recess duty in excess of their weekly contact time or receive Compensation Time, whichever the teacher chooses.

The Board and Association recognize the desirability of teacher contact to be in the form of classroom instruction rather than recess supervision. Therefore, as conditions of scheduling and alternate recess supervision methods permit, classroom instruction may be increased in lieu of recess supervision.

3. Elementary teachers will be provided a minimum of 205 minutes per week of planning time exclusive of lunch. Twice a month, grade level PLC shall occur during planning time which shall be collaborative and teacher-led.
4. Traveling “Specials” teachers shall be provided a break, not to exceed 20 minutes, in addition to lunch, planning and travel time.

C. Middle School / High School MMHS:

1. The schedule shall normally include one daily planning period equal to an instructional period, excluding advisory period, if applicable.
2. Excluding seminar/advisory periods, if applicable, MMHS shall be assigned no more than a maximum of three subject preparations per marking period, whenever possible.
3. Every effort will be made to avoid additional class assignments.
  - a. Additional class assignments beyond the normal teaching load for High School or Middle School as covered in Article VIII shall be compensated at the percentage proportionate to a comparable assigned period of the day.
  - b. Reasonable efforts shall be made to provide an equitable distribution among the interested instructional staff of overloads, additional class assignments and other extra paid duties.
  - c. Removal from an overload assignment may be made during the first thirty (30) calendar days of a term, or at the end of the term provided the teacher is given thirty (30) days’ notice.

**ARTICLE VII — TEACHING ASSIGNMENTS, TRANSFERS, AND VACANCIES**

A. Vacancies

1. Temporary Vacancy

“Temporary Vacancy” shall mean a bargaining unit position held by a teacher on an unpaid leave of absence of less than one (1) full term, or on an extended absence due to sick leave or disability of twenty working days or more.

2. Permanent Vacancy

“Permanent Vacancy” shall mean a bargaining unit position newly created (including but not limited to positions created by increased enrollment, revised curriculum, and increased sections at grade or subject levels) or a bargaining unit position the Board intends to fill because of the resignation, retirement, dismissal for cause, or death of the teacher assigned to said bargaining unit position.

B. Transfers

1. Any teacher who shall be transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

**ARTICLE VIII — WORKING CONDITIONS**

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 the Board. It is also 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 time and energy of the teacher is utilized to this end.

It is recognized that frequent interruption in classroom daily schedules are not conducive to effective teaching. Special activities shall be pre-scheduled whenever possible to allow teachers to make necessary adjustments in their own daily program.

A. Class loads

1. Grades 7-12 class loads shall not exceed an average of 32 students per period. No more than two class periods may contain a maximum of 34 students. The overall class load shall not exceed 170 students per day, excluding seminar/advisor period. Exceptions to this provision are typing, physical education, music, and industrial arts. Efforts will be made to balance the class loads.
2. In the event class loads exceed the above limits, the administration shall have three weeks to resolve and eliminate such overload situation.
3. Elementary class loads shall not exceed the following guideline: The Board shall employ a sufficient number of teachers to maintain a 30:1 individual classroom pupil-teacher ratio at the elementary levels. The above class size limit applies to the “home base” classrooms only, and does not apply to physical education, music, and/or classes where special groupings are arranged to provide departmentalized instruction. Efforts will be made to balance the class sizes.

Unresolved classroom overloads will be supported by assignment of a classroom aide to assist the teacher, unless otherwise mutually agreed between principal, teacher, and Association.

4. Special Education: The parties agree to seek the goal that inclusive education should be a positive educational experience for all students. Therefore, in the event "Least Restrictive Environment" regulations mandate the inclusion of SMI, TMI, EL and other severely handicapped students currently receiving Special Education services on a regular basis at the Intermediate School District into regular educational classrooms; the Board and Association shall meet and confer regarding the staffing and special training needs necessary to provide essential services for all students. Both parties recognize that such inclusion may present special problems requiring some adaptations in order to maintain the integrity of quality instruction.
  - a. Review and/or training shall be scheduled once each year on IEP participation, in cooperation with the ISD and/or other source, including, but not limited to, curriculum adaptation, testing accommodations, behavior modification, etc.

B. Student Teacher Assignments

Supervisory teachers of student teachers shall be tenure teachers possessing a minimum of a bachelor's degree in academic preparation. The assignment of a student teacher will only be made with the voluntary concurrence of the supervisory teacher.

C. Duties

1. Teacher participation in school activities conducted off school grounds can only be required by the district when such activities have been approved by either the Board of Education or the superintendent and occur entirely within the regularly scheduled student day. Other than the above, teacher participation in activities off school grounds will be voluntary.
2. Duties which are beyond the description in this article and which are in excess of the basic professional responsibility shall be compensated at the per diem hourly rate or equivalent Compensation Time or appropriate professional development opportunities.
3. Teachers are encouraged to consult Board policy and administrative guidelines about layoff and recall criteria.

D. The Board agrees at all time to keep the school reasonably and properly equipped and maintained.

E. The building principal shall work with the teacher representatives toward keeping the non-teaching duties of teachers to a minimum.

- F. The Board shall make available in each school an appropriately furnished faculty lounge.
- G. Adequate parking facilities shall be made available to teachers whenever possible.
- H. The District will designate a parking place at each elementary school building for teachers of Specials and who, as a part of their teaching assignment, must travel between school buildings.
- I. Every teacher shall be entitled to his/her own desk and adequate storage space for his/her materials and equipment.
- J. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher unless he/she imposes his/her beliefs upon students through his/her teaching. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless it interferes with his/her effectiveness as a teacher.
- K. The provisions of this Agreement and the wages, hour, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex/gender, marital status, genetic information, disability, or membership in, or association with the activities of any employee association, or the decision not to be a member of any employee association.

**ARTICLE IX— SICK LEAVE AND/OR DISABILITY**

A. Sick Leave Schedule

Teachers shall receive 10 sick days at the beginning of each school year. A teacher may accumulate up to a maximum of 90 sick days. As a result, any sick days in excess of 90 at the conclusion of a school year shall be forfeited by the teacher without any compensation for sick days that are not used. A teacher who forfeits sick days at the end of a school year to return to the maximum of 90 sick days remains eligible to receive 10 sick days the following school year.

Upon resignation or retirement, the District shall pay the employee in accordance with schedule below per day for each unused sick days not to exceed a maximum of 90 days, provided that the employee has been employed by the District for at least 10 years.

|                  |  |
|------------------|--|
| 10-14 years      | \$10 per day deposited into the District approved tax-sheltered annuity account chosen by the employee.  |
| 15-19 years      | \$40 per day deposited into the District approved tax-sheltered annuity account chosen by the employee.  |
| 20 or more years | \$50 per day deposited into the District approved tax-sheltered annuity accounts chosen by the employee. |

B. Worker's Compensation, Sick Leave and Long Term Disability:

Board will pay the difference between Worker's Compensation Benefits and the teacher's regular salary only until such time as the teacher qualifies for initial Long Term Disability Insurance benefits with no subtraction of sick leave. It is understood that no subtraction of sick leave will occur while the person is under Worker's Compensation and supplemented by Long Term Disability Insurance.

C. Qualifications for Sick Leave:

1. Sick pay will be allowed for the following:
  - a. Personal Illness and/or Disability
  - b. Illness of a family member for whom the employee is the primary caregiver, not to exceed seven (7) days (see C. 2. below)
  - c. Sick leave will be paid for absence necessary by exposure to a contagious disease in which the health of others would be endangered.
  - d. If the Board requires a doctor's certificate, it will be at the Board's expense.
2. Extended sick leave in excess of seven (7) days, to care for a family member for whom the employee is the primary caregiver, may be granted upon approval by the District.
3. A teacher under an annual contract whose personal illness limits his teaching in any one year shall advance one full step on the Salary Schedule only if he/she teaches a minimum of seventy-two (72) days.

D. Funeral Leave

For the death of the spouse, son, daughter, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, or any individual who is a permanent part of the employee's home:

1. Employees shall be granted funeral leave of up to three (3) days per family member
2. Additional days granted as needed in extenuating circumstances, to include but not be limited to travel constraints
3. Employees shall be granted up to two (2) days funeral leave for all other non-family deaths.



## ARTICLE X — LEAVE OF ABSENCE

Leaves of Absence without loss of pay shall be granted for the following:

- A. At the beginning of each school year, the Association shall be credited with 14 days provided and 7 days they may purchase to be used by teachers who are officers or agents of the Association. The use of these days shall be at the discretion of the Association, providing a minimum of 48 hours advance notice is given. The Association shall be billed for the MPSERS cost of the wages paid to bargaining unit employees who elect such leave. If the invoice is not paid by June 30, the wages paid for such time will not be subject to MPSERS cost.
- B. Two (2) personal leave days will be available to each teacher annually. A teacher planning to use such a day, shall give 48 hour written advance notice to his/her building principal. Each year, unused personal leave days may be converted to a sick leave day.
- C. Absence when a teacher is called for jury service: In this event the Board shall pay the difference of his/her salary and the compensation he/she receives for jury service excluding mileage and meals reimbursement.
- D. Appearance in court when served with a subpoena, however, if the appearance is not directly related to the employee's service for the District, then the employee shall be allowed to use a personal business day or Compensation Time to cover the absence. If the employee has exhausted personal business or Compensation Time, upon Superintendent approval, a sick day may be used to cover the absence.

## ARTICLE XI— LEAVES OF ABSENCE WITHOUT PAY

- A. Upon written request including an intent to return, a leave of absence may be granted for a Board approved educational leave for a period not to exceed one (1) year to any teacher having successfully completed the probationary period. The Board may grant other leaves of absences. The time period is subject to renewal if approved by the Board following written request by the teacher. Requests for renewal must be made before termination of the leave and shall not exceed one (1) year for each renewal.

If requests for renewal or extension of the leave are not made before termination of the one (1) year leave, the teacher will be considered officially resigned from the Manistee Area Public Schools.

Unless otherwise specified, a leave of absence shall:

- 1. Entitle the teacher to return to a position for which he/she is certified and qualified.
- 2. Entitle the teacher to all previously accrued benefits.
- 3. Not entitle the teacher to accrual of sick leave during the leave of absence period.

4. Not entitle the teacher to advancement on schedule for the time away from actual employment unless prearranged with the Board.

Leave of absence may be terminated at any time by mutual agreement between the teacher on leave and the Board.

- B. Unpaid vacations during the school year, as set forth in the School Calendar as part of this Agreement, are to be discouraged. Recognizing that there exists occasional unique opportunities, such leaves shall only be permitted upon the approval of the Board or its designee. No actions of past practice or prior decisions shall limit the discretionary authority of the Board to grant or deny leaves for this purpose.

C. Family Medical Leave Act

1. Employees shall be granted up to twelve (12) weeks unpaid leave in accordance with the Family Medical Leave Act. Such leave shall be granted for any of the following reasons:
  - a. To care for the employee's child after birth, or placement for adoption or foster care;
  - b. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition, or
  - c. For a serious health condition that makes the employee unable to perform the employee's job.
  - d. Any qualifying exigency arising out of the fact that the employee's parent, spouse, son or daughter is a covered military member on covered active duty.
  - e. Twenty-six (26) workweeks of leave during a 12 month period to care for a covered service member with a serious illness or injury if the eligible employee is the service member's son, daughter, spouse, parent or next of kin (military caregiver leave).
2. The employer shall retain the employee's health coverage under the group health care plan for the duration of the FMLA leave.
3. Upon return from the FMLA leave, the employee must be restored to their original or equivalent position with equivalent pay, benefits, and other rights of the contract.
4. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

D. Military Leave

1. Leave of Absence: A paid leave of absence shall be granted to any employee who (1) is called up to active duty, or (2) is drafted for active military duty, or (3) enlists for active military duty in any branch of the armed forces or Coast Guard of the United States while a call-up of military reserves or a draft is in effect. The

leave of absence shall be automatic; however the employee shall provide the employer as much notice as possible (the parties understand that national security considerations may delay notice of a call-up order).

2. Duration: The duration of the leave shall be for the duration of the call-up, induction (draft) or enlistment plus, if requested by the employee, a period of time up to a duration equal to the balance of the school year.
3. Compensation & Benefits: The Employer shall continue any and all contractual rights and benefits for the employee and his/her family as if the employee was actively working during any leave of absence granted pursuant to the above provisions and continuing through the end of the month following the month in which the period of active duty ends; including but not limited to the following provisions:
  - a. The employee shall be paid the difference in pay between (1) the amount he/she would have received had his/her active employment not been interrupted by active duty and (2) his/her military pay minus any hardship or combat amounts.
  - b. Seniority, salary schedule experience, leave day accrual and all other contractual rights shall continue to accrue as if the employee was actively working for the school district.
4. Additional Benefits: The Employer shall reimburse the employee for the cost of the employee's Service-members' Group Life Insurance (SGLI) coverage in the amount of \$250,000. The employee shall submit a request for reimbursement with documentation of the monthly premium amount. At the employee's option, the reimbursement request may be submitted monthly or for any number of months at a time.
5. Return to active employment: The employee shall have the right to return to active employment immediately upon return from active duty or at any time thereafter up to the start of the school year immediately following the end of his/her period of active duty. The employee shall return to his/her position held immediately prior to reporting for active duty. If said position has been eliminated, the employee shall have the right to bump any employee with less seniority.
6. Disability: If an employee suffers a disability during a leave of absence granted pursuant to the provisions above, he/she shall be granted a paid sick leave of absence. If he/she exhausts his/her accumulated sick leave and the sick leave bank (if any); he/she shall automatically be granted an unpaid leave of absence for the duration of the disability. Return to active employment shall be with the same rights as provided by paragraph 5. above, i.e., the employee shall be considered as if he/she was returning directly from active duty.

7. Training: If an employee attends the annual training for reservists or active duty training on a work day, the employee shall be considered and treated as being on a paid leave of absence. The employee shall notify his/her immediate supervisor of these training dates no later than the workday prior to the training date.
8. Additional rights: The rights above shall be considered to be in addition to any other rights provided by law.

## ARTICLE XII — SUBSTITUTING BY TEACHERS

- A. MMHS: Both parties agree that the use of regular classroom teachers as substitutes during their conference periods and frequently in areas outside their respective field is conducive neither to optimum teaching nor wise use of teacher time. Therefore, every effort shall be made to recruit substitutes for high school. Until a sufficient number of substitutes can be obtained, MMHS teachers shall receive compensation or Compensation Time credit for their services as substitutes per staff substitute salary schedule.
- B. Regular staff substituting shall be paid \$28.00 per hour. Teachers who substitute during the absence of regularly scheduled teachers shall be paid at the substitute rate or may select to receive Compensation Time credit in lieu of pay. Teachers whose planning time is reduced by a school or grade-wide special activity shall not receive staff substitute pay or Compensation Time. Efforts will be made to prevent repetition of interruption to a particular planning period or special. Such efforts may include rotating elementary specials or events.
- C. Teachers may substitute for Compensation Time credit without remuneration for other staff members up to an accumulated total of thirty (30) hours. One compensation day is allowed for each six (6) substitute hours subject to the following conditions:
  1. Accumulation of Compensation Time leave can be made beyond one year.
  2. Employees shall be allowed to accumulate 30 hours of Compensation Time. Hours beyond 30 will be paid at the rate of \$28.00 per hour and shall be paid within the pay period earned.
  3. Compensation Time may not be taken during the first or last week of each term, or the day preceding or following a school holiday, without the expressed approval of the building administrator. Requests must be made at least two (2) work days in advance of requested leave.
  4. Compensation Time can be used on a time for time basis.
  5. When the demand for Compensation Time exceeds the supply of available substitute teachers, Compensation Time will be granted on the basis of earliest date of application, but not more than 10% of the building faculty can be gone at any one time without the expressed approval of the building administrator.

### ARTICLE XIII PROTECTION OF TEACHERS

- A. The Association recognizes that classroom discipline is primarily the responsibility of the teacher. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional people, the Board will take reasonable steps to relieve the teacher of responsibility with respect to such pupil. This does not necessarily mean exclusion of the student from the classroom.
- B. Any case of assault upon a teacher arising out of his/her teaching activities shall be promptly reported to the Board or its designated representative by the teacher or his/her agent on a form provided by the Board designee. The Board will provide legal counsel by its attorney to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. When threats of physical harm to the teacher or his/her property are reported to the principal, it is expected that action will be taken by the principal to assist the teacher in dealing with the situation, subject to section 1310(d) of the Michigan Revised School Code.
- D. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student while acting within Board policy, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- E. Time lost by a teacher in connection with Sections B and C of this Article shall not be charged against the teacher.
- F. Any information placed in the teacher's personnel file shall be brought to the attention of the teacher and the Association with the option of a teacher attaching his/her comments on the issue.

### ARTICLE XIV — GRIEVANCE PROCEDURES

Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

- A. Definitions:
  - 1. A grievance is a claim of a violation, misinterpretation or misapplication of some provision of the negotiated Agreement.
  - 2. The "Aggrieved Person" is the person or persons making the claim.

3. The term, "Employee," includes any individual or group who might be required to take action or against whom action might be taken in order to resolve the problem.
4. A "Party of Interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term, "days," shall mean working days. Work days shall be Mondays through Fridays, except during scheduled vacation periods and holidays as set forth in the school calendar.

B. Form of Grievance: Written grievances must be specific and include the following:

1. Statement of the facts upon which grievance is based, stating the date or dates of the alleged violations.
2. A reference to the articles and sections of this Agreement which have allegedly been violated, misinterpreted or misapplied.
3. A statement of the relief sought.
4. The name and signature of the employee(s) submitting the grievance/or Association representative. If a group grievance, any employee claiming damages or seeking a remedy, must be listed in Level Three grievance.

C. Administrative or Board Representative: The building principal shall be the administrative representative when the particular grievance arises in that building. The Superintendent of Schools will be the Board representative in dealing with all other problems.

D. Procedure: The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

1. Level One: An employee (group of employees, or Association) believing there to be a grievance shall within ten (10) days of an alleged violation, or within ten (10) days of the time he/she/they reasonably should have been aware of same, of the express provisions of this Agreement, shall orally discuss the grievance with his/her immediate supervisor or principal individually, together with his/her Association Representative or through the Association Representative.
2. Level Two: In the event the aggrieved party, or the Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievance shall be reduced to writing and the matter shall proceed to Level Three of the grievance procedure.

3. Level Three: Within seven days from receipt of the grievance by the Superintendent, s/he shall render his/her response, in writing.
4. Level Four: If the grievant or the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within seven (7) days from the date the grievance was forwarded to the Superintendent, the grievant or the Association may, within ten (10) days, refer the grievance to the Board. Within fourteen (14) days from receipt of the written grievance referral, the Board shall meet with the Association's Representative(s) for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered in writing within ten (10) days of the meeting. At the Board's sole discretion, a board committee may hear the grievance. All Level Four grievance hearings shall be conducted in a closed session.
5. Level Five: If the Association is not satisfied with the disposition of the grievance by the Board, or if no decision is reached within the ten (10) day period, the grievance may be submitted to arbitration before an impartial arbitrator selected by the two parties. If the parties cannot agree as to the arbitrator, s/he shall be selected by the American Arbitration Association in accordance with its rules. Both parties agree to be bound by the award of the arbitrator except as specified in Paragraph A. The fees and expenses of the arbitrator shall be split by the parties.
  - a. Powers of the arbitrator are subject to the following limitations:
    1. S/he shall have no power to add to, subtract from, disregard, alter or modify any of the provisions of this Agreement.
    2. S/he shall have no power to establish salary scales or other provisions of any successor Agreement.

E. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reasons of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing and processing grievances shall be designed, prepared, and distributed by the Superintendent and the Association.
5. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.

6. Should an employee or the Association fail to institute a grievance or resubmit the grievance to the next level, within the time limits specified, the grievance will not be processed.

#### **ARTICLE XV — CONTRARY TO LAW PROVISIONS**

If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **ARTICLE XVI — JOB SECURITY PROCEDURE FOR EXTRA COMPENSATION POSITIONS**

- A. Dismissal from extra compensation positions that do not require a teaching certificate which are to be continued by the Board will be for just cause.
- B. An employee who loses an extra compensation position that does not require a teaching certificate, when said position is to be continued by the Board, shall be notified by the Superintendent or his designee at least sixty (60) days before the beginning date of the extra compensation position that their services are terminated with reasons.
- C. An employee may request a public or private hearing before the Board regarding his/her dismissal from an extra compensation position which does not require a teaching certificate within thirty (30) days of his/her notification.
- D. Within thirty (30) days the Board shall conduct a hearing regarding the dismissal.
- E. The Board's decision regarding the dismissal shall be issued within thirty (30) days.

#### **ARTICLE XVII — LAY-OFF AND RECALL PROCEDURE**

- A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program; curriculum and staff.
- B. Lay-off Procedure: In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the District will follow Board policy, which is acknowledged to be a prohibited subject under section 15(3) of PERA.
  1. A teacher shall not lose accrued seniority nor gain seniority while on a leave of absence. Seniority shall accrue while a teacher is on lay-off.
  2. The district shall prepare and present to the Association a current seniority list of bargaining unit employees. This list shall be presented to the Association prior to October 15th of each year. Accompanying the name of each teacher on the list shall be the date of last hire.
- C. Recall Procedure



1. The District will follow Board policy, which is acknowledged to be a prohibited subject under section 15(3) of PERA.
2. At such time as a teacher is placed on lay-off, it shall be the responsibility of the teacher to keep the Superintendent's office apprised of any change of address, for purposes of recall or other correspondence.

#### **ARTICLE XVIII — SCHOOL CALENDAR**

- A. The parties will meet and agree upon a calendar needed to comply with the student instructional hours and days requirements, in order to ensure receipt of the full foundation allowance per pupil. It is understood that there shall be no additional compensation for such hours or days.
- B. The school calendar shall resemble the 2017-18 calendar as much as possible.

*Available from the school district upon request.*

**ARTICLE XIX — ENTIRE AGREEMENT**

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between and executed by, the District and the Association. If the blended student count varies by twenty-five students from the previous year, negotiations for financial remuneration will be opened at request of either party. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions.
- B. The individual contract, executed between each teacher and the employer is subject to the terms and conditions of this Agreement. It is specifically agreed that this Agreement takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Agreement, except with respect to prohibited subjects identified by PERA.
- C. The parties will meet when the School Aid Fund for 2021-2022 is signed by the governor to negotiate a successor agreement and calendar.


**ARTICLE XX — DURATION OF CONTRACT**

Except where otherwise stated or prohibited by 2011 PA 54, this Agreement shall be effective as of August 1, 2018, and shall continue in effect until the 31<sup>st</sup> day of July, 2021. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.


SIGNATURES

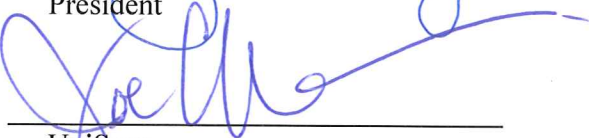
**BOARD OF EDUCATION**

By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
Superintendent

**MANISTEE TEACHERS' ASSOCIATION**

By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
UniServ