

**MASTER AGREEMENT  
BETWEEN  
MANISTEE AREA PUBLIC SCHOOLS  
AND  
MANISTEE TEACHERS' ASSOCIATION  
MEA — NEA**

**2024-2027**

**Table of Contents**

<a href="#"><u>Article I RECOGNITION</u></a>
<a href="#"><u>Article II DEDUCTIONS</u></a>
<a href="#"><u>Article III EMPLOYEE RIGHTS</u></a>
<a href="#"><u>Article IV BOARD RIGHTS</u></a>
<a href="#"><u>Article V PROFESSIONAL COMPENSATION</u></a>
<a href="#"><u>Article VI WORK DAY, WORK HOURS</u></a>
<a href="#"><u>Article VII EVALUATIONS</u></a>
<a href="#"><u>Article VIII SUPERVISORY TRANSFERS AND VACANCIES</u></a>
<a href="#"><u>Article IX WORKING CONDITIONS</u></a>
<a href="#"><u>Article X SICK LEAVE AND/OR DISABILITY</u></a>
<a href="#"><u>Article XI LEAVE OF ABSENCE</u></a>
<a href="#"><u>Article XII LEAVES OF ABSENCE WITHOUT PAY</u></a>
<a href="#"><u>Article XIII SUBSTITUTING BY TEACHERS AND COMPENSATION TIME</u></a>
<a href="#"><u>Article XIV PROTECTION OF TEACHERS</u></a>
<a href="#"><u>Article XV GRIEVANCE PROCEDURES</u></a>
<a href="#"><u>Article XVI CONTRARY TO LAW PROVISIONS</u></a>
<a href="#"><u>Article XVII JOB SECURITY PROCEDURE FOR EXTRA COMPENSATION POSITIONS</u></a>
<a href="#"><u>Article XVIII LAY-OFF AND RECALL PROCEDURE</u></a>
<a href="#"><u>Article XIX SCHOOL CALENDAR</u></a>
<a href="#"><u>Article XX ENTIRE AGREEMENT</u></a>
<a href="#"><u>Article XXI DURATION OF CONTRACT</u></a>

## **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, including certificated GSRP/Head Start Teachers, and interventionists, instructional coaches, and Special Education Teacher - Teacher Consultants 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. Discipline. The Board can discipline non-probationary employees for reasons that are not arbitrary or capricious. The term "discipline" as used in this provision relates to reprimands and unpaid suspensions which are not covered by the Teachers' Tenure Act, and discharge for non-probationary professionally certified employees not covered by the Teachers' Tenure Act. Any disciplinary matters involving probationary employees shall not be subject to the grievance and arbitration process. Discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher are governed exclusively by the Michigan Teachers' Tenure Act, MCL 38.71, et seq. Generally, the District will apply a progressive program of discipline depending on the seriousness of the offense. Formal disciplinary actions will follow a progression of written reprimand, unpaid suspension and then discharge, but serious offenses can be accelerated to a suspension and even discharge.

[Except as provided in Article XV relating to evaluations, any matter involving evaluations are not subject to the grievance and arbitration process.]

- E. Employees will have the right to review the contents of their personnel file periodically under the Employee Right to Know Act, MCL 423.501. Upon request, the employee can have a representative of the Association accompany them in such review.
- F. An employee is entitled to have a representative of the association present during any meetings that will or may lead to disciplinary action by the employer. The employee shall not be entitled to have any specific representative, but instead the employee will have access to any representative who is trained and available for the meeting when scheduled by the District.
- G. 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.
- H. 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. Summer teaching opportunities, whether defined as summer school, enrichment, credit recovery, or other such terms, requiring a certified teacher instructor or certified teacher of record will compensate such teacher at not less than the agreed upon per hourly rate of \$28.00.
- G. 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:
  - a. Required for a Michigan Teaching Certificate.
  - b. Enhances the subject area in which the person is teaching.
  - c. 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 effective at the beginning of each semester. 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 invited to aid in communication and collaboration, and do not have duties or pay as ascribed to PLC Leaders.

- H. 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.
- I. The Board may pay total tuition costs for teachers when the need is determined by the Board or designee.
- J. 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.
- K. Either the board or the Association may at their discretion initiate discussion about offering early retirement incentives.
- L. Eligible employees may elect either the MESSA Choices & Saver Rx, MESSA ABC & ABC Rx or MESSA ABC & 3 Tier Rx with Mandatory Mailer as the basic health and prescription insurance plans. Beginning in January of each year, the Board will contribute up to the maximum monthly amounts set forth in the following schedule unless otherwise restricted by statute.

Monthly Board Contribution Limits				
	January 2024	January 2025	January 2026	January 2027
Single	\$641.90	\$643.19	\$668.92	\$695.67
2 Person	\$1342.42	\$1345.11	\$1398.91	\$1454.87
Family	\$1750.65	\$1754.15	\$1824.32	\$1897.29

All eligible employees will receive supplemental insurance that includes dental, vision, long-term disability and life insurance 100% funded by the Board of Education.

- a) MESSA Plan Specifications are as follows:
  - i. MESSA Choices -\$500/\$1000 deductible with Saver Rx
  - ii. MESSA ABC \$1350/\$2700 deductible with ABC Rx
  - iii. MESSA ABC-\$1350/\$2700 deductible with 3-Tier Mandatory Mail Rx
- b) Supplemental Insurance:
  - i. With Medical: MESSA/Delta Dental Plan 100/60/50: Class I, & II; \$1,500 annual max, Ortho Rider \$2,000 max (Full Family)  
MESSA Vision VSP3 MESSA  
LTD 66 2/3% of salary to monthly maximum of \$5,000, 90 day modified fill

[Return to Table of Contents](#)

Negotiated Term Life/AD&D \$30,000

- ii. Without Medical: MESSA/Delta Dental Plan 100/75/60: Class I, & II; \$1,500 annual max, Ortho Rider \$2,000 max (Full Family)  
MESSA Vision VSP3+ MESSA  
LTD 66 2/3% of salary to monthly maximum of \$5,000, 90 day modified fill.  
Negotiated Term Life/AD&D \$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 workday 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 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.

[Return to Table of Contents](#)

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.

-----



**SCHEDULE A**  
**SALARY SCHEDULE 2024-25**

STEP	B.A.	B.A. + 10	B.A. +30/ MA	B.A. +50 / MA +20
1	42,640	43,066	46,051	46,904
2	43,493	43,928	46,972	47,842
3	44,363	44,806	47,912	48,799
4	45,250	45,702	48,870	49,775
5	47,083	47,553	50,849	51,791
6	48,989	49,479	52,909	53,888
7	50,973	51,483	55,051	56,071
8	53,038	53,568	57,281	58,342
9	55,186	55,738	59,601	60,704
10	57,421	57,995	62,015	63,163
11	59,746	60,344	64,526	65,721
12	62,166	62,788	67,140	68,383
13	64,684	65,331	69,859	71,152
14	67,304	67,977	72,688	74,034
Longevity				
15	68,344	69,017	73,728	75,074
16	69,384	70,057	74,768	76,114
17	70,424	71,097	75,808	77,154
18	71,048	71,721	76,432	77,778
19	71,568	72,241	76,952	78,298
20	72,088	72,761	77,472	78,818
>20	72,608	73,281	77,992	79,338

2024-2025: Employees will advance one step on the salary schedule below with the exception of those hired after the start of the second semester who will remain on their current step.

Employees who have less than an effective annual evaluation performance for two consecutive years will not advance within the salary schedule until receiving at least an effective performance rating. This provision does not affect lane movement on the salary schedule (e.g., BA to MA).

[Return to Table of Contents](#)

**SALARY SCHEDULE 2025-26**

2025-2026: Employees will advance one step on the salary schedule below with the exception of those hired after the start of the second semester who will remain on their current step.

STEP	B.A.	B.A. + 10	B.A. +30/ MA	B.A. +50 / MA +20
1	43,919	44,358	47,433	48,311
2	44,798	45,246	48,381	49,277
3	45,694	46,150	49,349	50,263
4	46,607	47,073	50,336	51,268
5	48,495	48,980	52,375	53,345
6	50,459	50,964	54,496	55,505
7	52,503	53,028	56,703	57,753
8	54,629	55,175	58,999	60,092
9	56,841	57,410	61,389	62,526
10	59,144	59,735	63,875	65,058
11	61,539	62,154	66,462	67,693
12	64,031	64,672	69,154	70,434
13	66,624	67,291	71,954	73,287
14	69,323	70,016	74,869	76,255
Longevity				
15	70,394	71,087	75,940	77,326
16	71,465	72,158	77,011	78,397
17	72,536	73,230	78,082	79,469
18	73,179	73,872	78,725	80,111
19	73,715	74,408	79,260	80,647
20	74,250	74,943	79,796	81,183
>20	74,786	75,479	80,332	81,718

Employees who have less than an effective annual evaluation performance for two consecutive years will not advance within the salary schedule until receiving at least an effective performance rating. This provision does not affect lane movement on the salary schedule (e.g., BA to MA).

### SALARY SCHEDULE 2026-2027

2026-2027: Employees will advance one step on the salary schedule below with the exception of those hired after the start of the second semester who will remain on their current step.

STEP	B.A.	B.A. + 10	B.A. +30/ MA	B.A. +50 / MA +20
1	45,237	45,689	48,856	49,760
2	46,142	46,603	49,833	50,756
3	47,064	47,535	50,829	51,771
4	48,006	48,486	51,846	52,806
5	49,950	50,449	53,946	54,945
6	51,973	52,493	56,131	57,170
7	54,078	54,619	58,404	59,485
8	56,268	56,831	60,769	61,895
9	58,547	59,132	63,230	64,401
10	60,918	61,527	65,791	67,010
11	63,385	64,019	68,456	69,724
12	65,952	66,612	71,228	72,547
13	68,623	69,309	74,113	75,486
14	71,402	72,116	77,115	78,543
Longevity				
15	72,506	73,220	78,218	79,646
16	73,609	74,323	79,321	80,749
17	74,712	75,426	80,425	81,853
18	75,374	76,088	81,087	82,515
19	75,926	76,640	81,638	83,066
20	76,478	77,192	82,190	83,618
>20	77,029	77,743	82,742	84,170

Employees who have less than an effective annual evaluation performance for two consecutive years will not advance within the salary schedule until receiving at least an effective performance rating. This provision does not affect lane movement on the salary schedule (e.g., BA to MA).

**GSRP**  
**salary schedule 2024-2027**

STEP	B.A. state certified
1	33,406
2	34,743
3	36,132

Employees who have less than an effective annual evaluation performance for two consecutive years will not advance within the salary schedule until receiving at least an effective performance rating. This provision does not affect lane movement on the salary schedule (e.g., BA to MA).

-----

## 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%
 <b><u>Basketball (Boys/Girls)</u></b>	
Varsity Coaches	13%
JV Coaches	8%
Freshmen Coaches	8%
 <b><u>Swimming Boys/Girls)</u></b>	
Varsity Coach	9%
Assistant Coach	6%
 <b><u>Track (Boys/Girls)</u></b>	
Varsity Boys Head Coach	9%
Assistant Coach	6%
Varsity Girls Head Coach	9%
Assistant Coach	6%
Varsity Coach: Both Boys and Girls	15%

**Volleyball**

Varsity Coach	9%
Jr. Varsity Coach	6%
Freshmen Coach	6%

**Powerlifting**

Varsity Coach JV	9%
Coach	6%

**Wrestling**

Varsity Coach	9%
JV Coach	6%

**Skiing**

Varsity Coach	9%
---------------	----

**Baseball/Softball**

Varsity Coach	9%
JV Coach	6%

**Soccer (Boys/Girls)**

Varsity Coach	9%
JV Coach	6%

**Cheerleading**

Varsity Coach	8% ( <i>per season</i> )
JV Coach	6%

**Cross County**

Varsity Coach	8%
Assistant Coach	6%

**Tennis**

Coach (boys/girls)	8%
Assistant Coach	6%

**Golf**

Coach	8%
-------	----

**Debate**

6%

**Forensics**

6%

**Quiz Bowl**

6%

E-sports

8%

**MIDDLE SCHOOL POSITIONS**

Head Football Coach	6%
Assistant Football Coach	5%
Swimming Coach	5%
Basketball Coach	5%
Wrestling	5%
Head Coach Cross Country	6%
Assistant Cross Country Coach	5%
Head Track Coach	6%
Assistant Track Coach	5%
Volleyball	5%
Debate	3%
Forensics	3%
Cheerleading	2% per season

*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.
  - A. 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.
  - B. 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.

-----

## 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 (11) 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) workdays beyond teacher contract)
Sr. High Band Director	10%
Elementary/Middle School Band Director	5%
Jazz Band Program Director	4%
Choir Director	3%
Elementary Music Program Director	2%
Theater Manager*	10%
Play Director	6% per play
Vocal Director for Musical	4%
Choreographer for Musical	4%
Assistant Director for a Musical	3%
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
Freshman 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, and 3% for 3 <sup>rd</sup> level (per coach)
MS/HS Robotics Club	*all grants and stipends go toward the 8%
Elem Robotics/Lego Club	4%
Youth in Government	2%
SADD	2%
MS SADD	1.5%
PRIZM	1.5%
Adventure Learning Coordinator (6 <sup>th</sup> / 7 <sup>th</sup> / 8 <sup>th</sup> )	2% (2 person max)
Advanced Elective Course (Ex: E-Journalism)	12% (prorated accordingly)
Mentoring	\$28.00 per hr

[Return to Table of Contents](#)



Guiding Coalition	\$36.00 per hr
Leadership Team	\$36.00 per hr
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.

-----

**Article VI — WORKDAY, 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 (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, different from designated Parent Teacher Conferences, which are determined pursuant to calendar negotiations. Administrators may call additional faculty meetings to deal with emergency situations.
5. In exchange for the additional work hours during Parent Teacher Conferences, the calendar will include designated half days with no afternoon duties for teachers. The placement of these days and the dates for Parent Teacher Conferences will be agreed upon during calendar negotiations.
6. Teachers' required attendance at activities that occur after the school day, excluding Parent Teacher Conferences (defined in A4), will be communicated by administration and every effort will be made to do so with at least 2 weeks of notice. When possible, an alternative date will also be scheduled and communicated in case of a snow day or other extenuating circumstance that requires it to be canceled.
7. Teachers are excused from reporting 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.

8. 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 workday. Any significant changes to the building schedule shall follow this process:
  - a. Administrative Team investigates proposed changes for financial and academic impact
  - b. Consult with Association Leadership
  - c. Dialogue with Leadership (PLC)
  - d. Dialogue with staff and invested parties

#### 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 \$28.00 per hour or given Compensation Time (according to Article XII), 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 distribution of 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 \$28.00 per hour per hour for recess duty in excess of their weekly contact time, or receive Compensation Time (according to Article XIII), whichever the teacher chooses.
  - a. 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 duty-free lunch. Twice a month, team meetings 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 teachers shall be assigned no more than a maximum of three subject preparations per marking period, whenever possible. 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 — EVALUATIONS**

The Board's authority shall not be limited by policy or this summary in any decisions to non-renew a professional staff member's contract at the end of the contract's term.

Teachers will be evaluated pursuant to a performance evaluation system consistent with section 1249 of the Michigan Revised School Code and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. A year-end evaluation process that meets statutory standards.
2. An evaluation tool that incorporates components required by law, including:
  - a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
  - b. the teacher's performance; and
  - c. objective criteria which may include but are not limited to teacher attendance, discipline, professional behaviors in alignment with our mission and vision etc.
3. An individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:
  - a. all probationary teachers;
  - b. teachers rated minimally effective or ineffective during the 2023-24 school year school year;
  - c. teachers rated needing support or developing; or
  - d. at the evaluator's discretion when performance deficiencies are noted.
4. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson,

and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items. At least one of the observations will be unscheduled.

5. A mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training identified by the evaluator.
6. A year-end performance evaluation effectiveness rating, of effective, developing, or needing support.
7. Tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the teacher is not rated as effective on one of the triennial year-end evaluations, the teacher must receive year-end evaluations.
8. A mentor for teachers rated developing or needing support or for teachers in the first year of probation.
9. A tenured teacher who receives a needing support annual evaluation rating will have the option to petition the Superintendent for review and then request mediation as provided under section 1249 of the Michigan Revised School Code. If a teacher receives two consecutive needing support annual evaluation ratings, then that teacher can petition the Superintendent for review, and if dissatisfied with the Superintendent's decision, demand binding arbitration. The legal standard that the Arbitrator will use to review the Superintendent's decision regarding a needing support evaluation rating is whether the Superintendent's decision is arbitrary or capricious. The arbitration review is restricted to the second "needs support" evaluation rating. Both parties will pay equally in the cost of any binding arbitration.
10. If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the teacher shall be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.
11. If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.
12. Website posting of required information for the evaluation tool.
13. Training on the evaluation tool for teachers and evaluators as required by law.
14. Other components that the Superintendent or designee deems relevant, important, or in the District's best interests which may include but are not limited to teacher attendance, discipline, professional behaviors in alignment with our mission and vision etc.

## Article VIII — SUPERVISORY TRANSFERS AND VACANCIES

### A. Vacancies

Decisions regarding the appropriate placement of effective teachers shall be determined by the Superintendent or designee at their discretion, subject to the following criteria.

Placement includes, but is not limited to, assignment, transfer, or the filling of a position with current staff or newly hired teachers. Placement does not include reduction in force or recall decisions.

Teacher placement decisions shall be based on the following clear and transparent factors:

1. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.
2. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
3. Teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.
4. Teacher placement decisions will be guided by the following criteria:
  - a. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), and department(s).
  - b. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:
    - i. Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and
    - ii. Based on documentation on file with the Superintendent's office.

A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.

If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

- iii. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
  - 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-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher'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. Length of service in a grade level(s) or subject area(s);
  - G. Recency of relevant and comparable teaching assignments;
  - H. Previous effectiveness ratings;
  - I. Attendance and punctuality;
  - J. Rapport with colleagues, parents, and students;
  - K. Compliance with state and federal law; and
  - L. Other relevant factors as determined by the Superintendent or designee.
- 5. Length of service may be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

Each year, not later than March 1st, a teacher may express in writing a preference for and/or request for consideration for a teacher position for which the bargaining unit member is certified and qualified.

#### Vacant Positions

The Superintendent or designee determines when a vacancy exists. Generally, a vacancy is an unassigned, open position or a newly created position within the bargaining unit that the District intends to permanently fill. Vacancies may be posted by the administration and be filled by a certified and qualified internal or external candidate consistent with this position. The Superintendent or designee

has full discretion to assign Professional Staff or contractors to cover employee absences consistent with business necessity and operational needs.

1. Temporary Vacancy

- a. "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

- a. "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. Supervisory 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 IX — WORKING CONDITIONS**

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure 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 6-12 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/advisory period. Exceptions to this provision are typing, physical education, music, art, 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 30:1 individual classroom pupil-teacher ratio at the elementary levels. The above class size limit applies to the "home base" classrooms only.

[Return to Table of Contents](#)



4. The class load limit 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.
5. 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 agreement shall be compensated at the per diem hourly rate or if applicable, the summer compensation rate.
3. Teachers are encouraged to consult Board policy and administrative guidelines about layoff and recall criteria.
  - A. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
    - i. Teachers will be provided with \$100 per year for supply allowance upon the completion by due date of the required annual training units (Blood Borne Pathogens, FERPA, etc.)
  - B. The building principal shall work with the teacher representatives toward keeping the non-teaching duties of teachers to a minimum.
  - C. The Board shall make available in each school an appropriately furnished faculty lounge.
  - D. Adequate parking facilities shall be made available to teachers whenever possible.

[Return to Table of Contents](#)

- E. 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.
- F. Every teacher shall be entitled to his/her own desk and adequate storage space for his/her materials and equipment.
- G. For equipment the Board determines is necessary to teach students, the Board will provide and maintain such equipment. Employees will not be held responsible for ordinary wear and tear of their assigned equipment, but will be responsible for replacing and repairing equipment lost or damaged due to the employee's negligence.
- H. 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.
- I. The provisions of this agreement shall be afforded non-discrimination protections supplied within the Public Employment Relations Act (PERA).

#### **Article X — 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.

5-14 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 XI — 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.

[Return to Table of Contents](#)

- 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. Communication of approval status for personal leave shall be made within 48 hours after the request. Every effort will be made by the building administrator to approve personal leave based on a first-come-first-served basis.
- C. Each year, unused personal leave days may be paid out at the end of the year at \$150 per day, and \$75 per half day.
- D. 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.
- E. 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 XII — 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 exist 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, this FMLA leave will run concurrently with any other leave involving the employee's serious medical condition, such as paid or unpaid sick leave, disability leave, or workers compensation leave.
  - 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 for

six (6) months after the employee is actively called-up; including but not limited to the following provisions:

- a. For six (6) months, 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. 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. When possible, the employee shall return to his/her position held immediately prior to reporting for active duty, providing all teaching credentials are in place.
5. 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.
6. 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.
7. Additional rights: The rights above shall be considered to be in addition to any other rights provided by law.

### **Article XIII — SUBSTITUTING BY TEACHERS AND COMPENSATION TIME**

1. 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 \$28.00 per hour or Compensation Time (according to Article XII) for their services as substitutes per staff substitute salary schedule.
2. 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 of \$28.00 per hour or Compensation Time (according to Article XII). 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.

### 3. Compensation Time

#### a. Earning of Compensation Time

1. Compensation Time may be earned by substituting during the school day, and attending eligible district-offered trainings (ex: District-offered book study) held outside the regular school day (excluding Summer Professional Development, which is paid at \$100 per day.)
2. Teachers can accrue up to 18 hours of Compensation Time. This 18 hours may be carried beyond one year. All earned time in excess of 18 hours shall be compensated at \$28.00 per hour.
3. Compensation Time may be earned on a time-for-time basis in increments of 15 minutes.

#### b. Accrual of Compensation Time

1. All Compensation Time hours accrued between 19-30 hours shall be "banked." (defined below)
2. Compensation Time hours may be accrued up to 18 hours of which 12 hours shall be available for use annually. (defined below)

#### c. Uses of Compensation Time

1. Employees may use up to 12 hours of Compensation Time annually on a time-for-time basis in increments of 15 minutes.
2. Minimally, employees must request use of Compensation Time 48 hours in advance of its proposed use. Communication of approval status for Compensation Time shall be made within 48 hours of the request. Every effort will be made by the building administrator to approve Compensation Time based on a first-come-first-served basis.
3. The Superintendent may authorize the use of more than 12 hours of accrued Compensation Time in a year for an employee in special circumstances.
4. Teachers who earn Compensation Time may donate any amount 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 compensation time or sick time. Donated time not needed by the requester is returned to the donor(s) in one-hour increments.

#### **Article XIV — 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. The District will not charge a teacher any paid sick leave in connection with sections B and C for the first 15 workdays or until the teacher becomes eligible for worker's disability compensation leave, whichever occurs first. The teacher may use accrued paid sick days to supplement worker's disability compensation leave.

#### **Article XV — 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.

[Return to Table of Contents](#)



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. Workdays 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 the employee reasonably should have been aware of the contract violation, of the express provisions of this Agreement, shall orally discuss the grievance with his/her immediate supervisor or principal individually; or together with his/her Association Representative. The grievance shall be submitted on a formal grievance form prior to the discussion with the immediate supervisor or principal.
2. Level Two: In the event the grievant, 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 be presented to the Superintendent within

(5) days. Within (7) days from receipt of the grievance, the Superintendent shall render his/her response in writing.

3. Level Three: 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.
4. Level Four: 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.

E. Arbitrator's Powers:

1. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this Agreement, either directly or indirectly, or to consider any extra contract agreements not specifically incorporated in this Agreement. The arbitrator shall have no authority to rule on any discipline, layoff, recall, evaluation, or termination of a probationary employee. The arbitrator shall have no power to rule on any action or decision pertaining to an employee evaluation with the sole exception involving section 1249 of the Michigan Revised School Code involving tenured teacher who receives two (2) consecutive needing support annual evaluation ratings pursuant to section 1249 of the Michigan Revised School Code, MCL 380.1249. In any demand for arbitration involving a review of the second needing support annual evaluation rating, the arbitrator's decision will be governed by an arbitrary or capricious standard, and the hearing and decision shall be restricted to review of the second "needs support" evaluation rating. For any disciplinary decision, whether reprimand, unpaid suspension, or termination for non-probationary certified professional staff or for disciplinary decisions involving non probationary employees that are not covered by the Teachers' Tenure Act, the arbitrator will apply a legal standard as to whether the employer's decision was arbitrary or capricious. Any award of the

arbitrator shall not be retroactive more than five (5) working days prior to the time the grievance was first submitted in writing.

#### F. 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. Unless the parties agree in writing to extend the time periods, if a grievant and/or the Association fails to institute a grievance or advance it to the next level within the time limits specified, the grievance will be considered legally invalid and will not be processed. An arbitrator will have no jurisdiction to decide an untimely grievance, and the issue of untimeliness must be decided first before the substantive merits of the grievance can be addressed.

### **Article XVI — 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 XVII — 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 reasons that are not arbitrary or capricious.
- 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 XVIII — LAY-OFF AND RECALL PROCEDURE**

- A. When making program and staffing decisions resulting in the elimination of a teaching position or the recall of a teacher to a vacant teaching position, the Board will retain the most effective classroom teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The Board has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions. To the extent that the determinations involve Revised School Code Section 1248 requirements, the clear and transparent procedures of this Policy shall guide the implementation of that statute.
- B. General Provisions:
  - 1. The Superintendent is responsible, acting within the approved budget, for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the teaching positions to be reduced.
  - 2. Reduction in force and recall decisions must be made based on teacher effectiveness criteria established in section 1249 of the Michigan Revised School Code.
  - 3. Decisions about the reduction and recall of teachers will be guided by the same criteria as shown above in Teacher Placement.
  - 4. Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.
  - 5. Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.
  - 6. A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
  - 7. Failure to maintain current contact information may negatively impact the teacher's recall.
  - 8. Teacher reductions and recalls are by formal Board action.
  - 9. Before the Board authorizes a teacher reduction, the Superintendent or designee will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
  - 10. The Superintendent or designee will provide written notice of Board reduction in force or recall decisions to each affected teacher.
  - 11. A teacher's length of service with the District or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.

12. Employees who are on layoff status for more than two years will no longer have seniority or tenure status.
13. Teacher reduction in force and recall decisions will be implemented by the process defined in section 1249 of the Michigan Revised School Code.

#### **Article XIX — 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.

*Available from the school district upon request.*

## Article XX — 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.

## Article XXI — DURATION OF CONTRACT

Except where otherwise stated or prohibited by 2011 PA 54, this Agreement shall be effective as of the 1<sup>st</sup> day of August, 2024, and shall continue in effect until the 31<sup>st</sup> day of July, 2027. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

### SIGNATURES

<b>BOARD OF EDUCATION</b>	<b>MANISTEE TEACHERS' ASSOCIATION</b>
By: _____ President	By: _____ President
By: _____ Superintendent	By: _____ UniServ