

**MASTER AGREEMENT  
BETWEEN  
MANISTEE AREA PUBLIC SCHOOLS  
AND  
MANISTEE TEACHERS' ASSOCIATION  
MEA-NEA  
1988-1991**

MASTER AGREEMENT

The Agreement entered into this first day of August, 1988, by and between the Board of Education of the Manistee Area Public Schools, hereinafter called the "Board," and the Manistee Teachers' Association, M.E.A. - N.E.A. local affiliate, hereinafter called the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Manistee is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

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

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

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement.

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

## 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, 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 or negotiating unit as above defined.
- B. The Board agrees not to negotiate with any teachers' organizations other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sums shall be deducted as dues from the regular salaries of teachers and remitted in eighteen (18) equal installments starting with the first pay in October.
- D. AGENCY SHOP - The Board agrees it shall be a condition of employment that all teachers employed shall either:
  1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing; or
  2. Cause to be paid to the Association a representation fee to be established in accordance with Association procedures. Such representation fee shall be activated within thirty (30) days following the Association's notification to non-members and the Board of the fee for that given school year and shall be appropriately pro-rated.
  3. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the bargaining unit members' wages and remit same to the Association no later than twenty (20) days following the deduction.

- E. In the event of any legal action against the employer, or any of its agents brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, the School District, School Board Members, Agents and Representatives of the Board of the School District, from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

## ARTICLE II

### TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board as defined in Article I, Section A, 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. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members 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 specifically requested public information which pertains to the operation of the Manistee Area Public Schools. All requests must be submitted in writing.
- D. No tenure teacher shall receive a reduction in compensation, be disciplined and/or reprimanded without just cause.
- E. No probationary teacher shall receive a reduction in compensation unreasonably, be unfairly disciplined and/or reprimanded unjustly.

### ARTICLE III

#### 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 specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### ARTICLE IV

#### PROFESSIONAL COMPENSATION

- A. The salaries and fringe benefits of teachers covered by this Agreement are set forth in Schedules A, B, and C as attached and incorporated in this Agreement. Such salaries and benefits are determined for a three year period.

- B. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- C. For those teachers whose position necessitates travel from school to school as part of his/her contract, he/she shall be paid a flat annual rate based upon daily mileage. The mileage reimbursement rate shall be established at the most current Internal Revenue Service allowable business mileage expense rate. No teacher shall receive mileage reimbursement for travel not authorized in advance by the Ass't. Superintendent and/or Superintendent.
- D. Any teacher whose duties necessitate travel for school related activities, and is authorized by school administration for such travel, shall keep accurate records of his/her mileage and destination and receive mileage reimbursement accordingly.
- E. Academic conferences, workshops, clinics, or school visitations, if approved by the Board, shall be allowed without loss of pay. Proper arrangements must be made. Teachers shall be paid the expenses incurred for meals, lodging, registration, plus car expense or such other arrangements as shall be mutually agreed upon.
- F. Eight (8) years outside teaching experience may be allowed in employing new teachers.
- G. All hours earned after the B.A. degree excluding those required for a Michigan Provisional Teaching Certificate shall be counted toward lateral movement on the salary schedule. These hours are to be in the subject area in which the person is teaching or related to the field of education. Adjustments on the salary schedule shall be made at the first semester after completion of credits.
- H. The Board agrees to pay for the vandalism on school property to a teacher's automobile to a maximum of \$100 per incident if approved by the building principal.
- I. 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.
- 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. Any teacher who misuses the pass will forfeit such pass for the remainder of the school year.



- K. Teachers who reach the age of 55 years and have taught a minimum of twelve (12) years in this district, may elect to take early retirement before age 63 with the following schedule of payments:
- (1) An initial payment of \$3,500 within thirty days following date of retirement.
  - (2) Annual payment of \$1,000 for each subsequent year through age 62, on the anniversary of retirement. Within 30 days after retirement, the Board will provide a payment schedule for each retiree.
- L. Payroll deduction shall be available for credit union programs.

#### INSURANCE PROTECTION

##### Fringe Benefits

1. Upon submission of a written application, the Board agrees to provide without cost to the bargaining unit member during the 1988-89 school year, MESSA-Pak Plan A or Plan B providing benefits for the bargaining unit member and eligible dependents as follows:

##### Plan A:

\*Super Care I  
\*LTD 66 2/3%; Plan I  
90 calendar day modified fill  
\$2,000 monthly maximum  
Social Security Freeze  
Alcoholism/RX same as other illness  
\*MESSA/Delta Dental Plan B 004 (60/50/60:\$1,000)  
\*MESSA Vision VSP2  
\*Negotiated Life \$10,000

##### Plan B:

MESSA/Delta Plan A (mod.) 006 (75/60/75:\$1,200)  
MESSA Vision VSP3  
LTD (Same as Plan A)  
Negotiated Life \$20,000

1989-90 - Should the premiums of the above insurance plans increase by more than 15%, the teachers shall pay the excess or shall have the option of bidding the coverage.

1990-91 - Same as 1989-90 (115% x 1989-90).

2. In the event an employee has exhausted paid sick leave or dies, employee benefits shall continue through the contract year.

3. In the event an employee is terminated (not including lay-off) or resigns during the school year, the insurance shall be continued until the employee has received the pro-rated 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 insurance premiums for all persons, including persons laid off during the current school year, to assure insurance coverage for the full 12 month period commencing September 1st and ending August 31st, or until they are enrolled in some group insurance programs subject to underwriting guidelines.
5. Employees working less than a 40% contract shall receive no benefits. Employees working 40%-60% of a full contract shall receive single subscriber level MESSA Super Care I benefits, if and only if, they do not have health insurance coverage due to a spouse's benefit plan. Employees working 40%-60% who have such coverage shall be enrolled in Plan B of the modified MESSA-Pak. Employees working more than 60% 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.
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 30 days of their last day of employment.
7. An open enrollment period shall be provided annually during the month of September.

SCHEDULE A

MANISTEE AREA PUBLIC SCHOOLS  
1988-89 SALARY SCHEDULE

<u>STEP</u>	<u>B.A. DEGREE</u>	<u>B.A. PLUS 20 SEM. HOURS</u>	<u>B.A. PLUS 30 M.A.</u>	<u>M.A. PLUS 20 SEM. HOURS</u>	<u>M.A. PLUS 30 SEM. HOURS</u>
1	18250	18450	19700	19900	20000
2	19230	19430	20750	20950	21050
3	20210	20410	21800	22000	22100
4	21190	21390	22850	23050	23150
5	22170	22370	23900	24100	24200
6	23150	23350	24950	25150	25250
7	24130	24330	26000	26200	26300
8	25110	25310	27050	27250	27350
9	26090	26290	28100	28300	28400
10	27070	27270	29150	29350	29450
11	28050	28250	30200	30400	30500
12	29030	29230	31250	31600	31780
 <u>Longevity</u>					
13-14	29530	29730	31750	32100	32280
15-18	29580	29780	31800	32150	32330
19+	29630	29830	31850	32200	32380



SCHEDULE A  
 MANISTEE AREA PUBLIC SCHOOLS  
 1989-90 SALARY SCHEDULE

<u>STEP</u>	<u>B.A. DEGREE</u>	<u>B.A. PLUS 20 SEM. HOURS</u>	<u>B.A. PLUS 30 M.A.</u>	<u>M.A. PLUS 20 SEM. HOURS</u>	<u>M.A. PLUS 30 SEM. HOURS</u>
1	19500	19700	21000	21200	21300
2	20530	20730	22120	22320	22420
3	21560	21760	23240	23440	23540
4	22590	22790	24360	24560	24660
5	23260	23460	25480	25680	25780
6	24650	24850	26600	26800	26900
7	25680	25880	27720	27920	28020
8	26710	26910	28840	29040	29140
9	27740	27940	29960	30160	30260
10	28770	28970	31080	31280	31380
11	29800	30000	32200	32400	32500
12	30830	31030	33320	33690	33880
<u>Longevity</u>					
13-14	31330	31530	33820	34190	34380
15-18	31380	31580	33870	34240	34430
19+	31430	31630	33920	34290	34480

SCHEDULE A  
 MANISTEE AREA PUBLIC SCHOOLS  
1990-91 SALARY SCHEDULE

<u>STEP</u>	<u>B.A. DEGREE</u>	<u>B.A. PLUS 20 SEM. HOURS</u>	<u>B.A. PLUS 30 M.A.</u>	<u>M.A. PLUS 20 SEM. HOURS</u>	<u>M.A. PLUS 30 SEM. HOURS</u>
1	20700	20900	22300	22500	22600
2	21800	22000	23490	23690	23790
3	22900	23100	24680	24880	24980
4	24000	24200	25870	26070	26170
5	25100	25300	27060	27260	27360
6	26200	26400	28250	28450	28550
7	27300	27500	29440	29640	29740
8	28400	28600	30630	30830	30930
9	29500	29700	31820	32020	32120
10	30600	30800	33010	33210	33310
11	31700	31900	34200	34400	34500
12	32800	33000	35390	35780	35980
 <u>Longevity</u>					
13-14	33300	33500	35890	36280	36480
15-18	33350	33550	35940	36330	36530
19+	33400	33600	35990	36380	36580

SCHEDULE B

SALARY SCHEDULE FOR COACHING DUTIES  
IN THE MANISTEE SCHOOL DISTRICT

- A. The Bachelors 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 eight (8) 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 eight (8) years in determining his base year.
- D. No coach shall suffer a rollback in coaching supplement due to the eight year maximum stipulated in paragraph B.

E. Salary Schedule:

<u>Position</u>	<u>Rates</u>
Athletic Director	16% + \$250 mileage
Varsity Football Caoch	12%
Ass't. Varsity Football Coach	8%
Head Jr. Varsity Football Coach	8%
Ass't. Jr. Varsity Football Coach	6%
Tennis Coaches (boys & girls)	7%
Golf Coach	5%
Ski Coach	7%
Cross Country Coach	7%
Cheerleading Coach	6%
Ass't. Cheerleading Coach	3%
Varsity Basketball Coaches (boys & girls)	12%
Jr. Varsity Basketball Coaches (boys and girls)	8%
Freshmen Basketball Coaches (boys & girls)	6%
Track Coach	7%
Ass't. Track Coach	4%
Baseball Coach	7%
Softball Coach	7%
Volleyball Coach	5%
Jr. Varsity Volleyball Coach	4%
Jr. High Football	5%
Directors of Jr. High and Elementary Intramurals	4% B.A. Base/program
Debate	4%
Forensics	4%

- 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 Jr. High 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.

H. When a Varsity Coach works additional time beyond the initial week or weekend of State Tournament Competition, he/she shall be paid \$125.00 per week for the additional time worked.

### 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 eight years. The salary is computed by multiplying the base year salary on the B.A. Schedule by the percentage rate. Only if the Masters' 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 eight year maximum stipulated in the above contract.

<u>Assignment</u>	<u>Rate</u>
Guidance Director	16 2/3% (Ten (10) Work Days beyond teacher contract)
Sr. High Band Director	10%
Jr. High Band Director	5%
Elementary Band Director	1%
Co-op Coordinator	8%
Business Machine Maintenance	2 1/2%
Sr. High Yearbook	3%
Jr. High Yearbook	1 1/2%
High School Play Director (3 act play)	3%
High School Newspaper	3%
National Honor Society	4%
Elementary Computer Coordinator	4%
Secondary Computer Coordinator	4%
Sr. Class Sponsor Total Allowance	4% B.A. Base
Jr. Class Sponsor Total Allowance	4% B.A. Base
Sophomore Class Sponsor Total Allowance	2 1/2% B.A. Base
Freshman Class Sponsor Total Allowance	2 1/2% B.A. Base
A-V Coordinator	8% plus 1 free hour or 20% total in lieu of free hour

Additional class assignment beyond the normal teaching load for High School or Junior High School as covered in Article V:

Teaching 1-15 min. beyond 280 min.	1/4 of 20%
Teaching 16-30 min. beyond 280 min.	1/2 of 20%
Teaching over 30 min. beyond 280 min.	20%

Additional class assignments are to be avoided when possible. Removal from an overload assignment may be made during the first thirty (30) calendar days of a semester, or at the end of the semester provided the teacher is given thirty (30) days' notice.

## ARTICLE V

### TEACHING HOURS

#### A. Elementary Teachers

1. All Elementary Teachers shall report to their assigned school twenty minutes before the beginning of the student school day and shall remain at least twenty minutes following the close of the student school day. The normal teaching load for Elementary Teachers shall not be more than 330 student contact minutes per day.
2. While teachers of music, art, and physical education hold their classes, the regular teachers may use this time for preparing and handling work of their class assignment. However, they cannot divorce themselves entirely from other instruction affecting their class and are held responsible for cooperating with and assisting special teachers of their class whenever it is deemed necessary and advisable by the Building Principal, Classroom Teacher, and Special Teacher.
3. Teachers of grades 1-4 shall have nine duty free fifteen minute recess periods per five day week. Teachers of grades 1-6 shall not be required to supervise more than one recess period per week. No more than one (1) teacher shall be assigned to any given recess period.

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.

4. Kindergarten teachers will be provided a minimum of 150 minutes per week of duty-free time exclusive of noon hour. It shall be the principal's duty to arrange and identify the duty-free time for each kindergarten teacher in his building.
5. Elementary teachers shall not be required to have student supervisory responsibilities prior to fifteen minutes before the beginning of the scheduled student school day.

#### B. Junior High Teachers

1. The normal work day for Junior High Teachers shall include a maximum of 280 student contact minutes, one consultation/preparation period equivalent in length to one normal student class period, in the grade level in which the teacher has the majority of his/her assignment, plus 40 additional minutes to be arranged before and/or after the student school day. The arrangement of the 40 minutes will be established at the discretion of the building principal in consultation with his/her teaching staff.

#### C. Senior High Teachers

1. The normal work day for Senior High Teachers shall include a maximum of 280 student contact minutes, one consultation/preparation period equivalent in length to one normal student class period, in the

grade level in which the teacher has the majority of his/her assignment, plus an additional 20 minutes at the beginning of the work day and 20 minutes at the end of the work day.

D.

1. Teachers must request permission from the Building Principal or his/her designee to leave school during the specified time of school attendance per Sections A, B, and C of this Article.

E.

1. Teachers shall be entitled to a duty free lunch period of not less than forty minutes. In no event can the teacher's duty free lunch period be for a lesser period of time than the scheduled student lunch period. The lunch period for teachers shall be subject to review annually by the principal and the respective Association Building Representatives. In the event that changes in the time for lunch period are desired, such changes in the shall become effective after mutual agreement between a majority of the building teachers and principal with final approval by the Superintendent.

F.

1. Teachers shall be at their assigned place of duty at least 15 minutes prior to the beginning of their first class.

G.

1. Teachers' normal expected hours of work beyond the regular school day shall include time devoted to faculty meetings, most PTA meetings, and Parent-Teacher Conferences. Administrators will attempt to notify teachers three (3) days prior to a faculty meeting. Administrators may call additional faculty meetings to deal with emergency situations. The scheduling and content of in-service workshops shall be subject to agreement between the teachers and administrators of the school.

H.

1. 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 for 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.



I.

1. It is agreed between the Association and the Board that extra-curricular activities are an important part of the total school program.

So that these activities are distributed equally between teachers, it is expected that all teachers will share in extra-curricular activities. The teachers will have the choice of the type of activity in which he or she becomes involved.

## ARTICLE VI

### TEACHING ASSIGNMENTS, TRANSFERS, AND VACANCIES

#### A. Assignments

1. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study (major fields to be given prime consideration).
2. Teaching assignments shall be made by the Board with consideration given on a priority basis to: (1) total needs of the district and teacher qualifications. (2) teacher preference and system seniority. If changes are necessary, conferences shall be held with teachers involved prior to making the assignment change. In the event the teacher(s) involved cannot be reached, a designated department representative in the case of a junior or senior high assignment, or building representative in the case of an elementary assignment, shall be contacted prior to instituting such changes. Assignments shall be posted in each building principal's office during the first full week of August.
3. Junior high and senior high teachers shall be assigned no more than a maximum of three subject preparations whenever possible.
4. Selection of teachers for summer school employment will be the sole responsibility of the school administrator who will take into consideration the past performance and experience of candidates. Efforts will be made to rotate the employment of those candidates who meet the criteria of performance and experience in the approximate grade level of the job opening.

Preference shall be given to established Manistee area teachers for summer school positions taking into consideration any regulations pertaining to employment in Federal or State programs.

#### B. Transfers

1. The parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

2. When transfers are deemed necessary, the Superintendent or his designee shall hold a conference with the teacher to be transferred so that the teacher is informed of the reasons for the transfer.
3. In the event the transfer appears to be necessary to improve the school program or for economic reasons, lists of available positions in other schools shall be provided in the same manner as stated in Section C - Vacancies.
4. Transfer requests are to be considered prior to the hiring and placement of new teachers.
5. 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.
6. Teacher transfer requests will be initiated with the building principal and forwarded to the Superintendent. Any teacher desiring a transfer of assignment must express this interest in writing to his/her building principal and the Superintendent on or before June 1st of each year.

C. Vacancies

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 semester, or on an extended absence due to sick leave or disability of twenty working days or more.
- b. The Board shall not be required to post temporary vacancies.
- c. In filling a temporary vacancy, the following provisions shall govern: The vacancy shall be filled by recall of a teacher on lay-off from this school district. In selecting the appropriate laid off teacher to fill a temporary vacancy, the Board shall select the teacher who would provide the greatest continuity in the instruction program and will not be limited by seniority considerations. If there is no teacher on lay-off from this school district with a major or minor for the vacancy, the Board may fill the vacancy from any source.

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. In filling a permanent vacancy, the following provisions shall govern:
1. The vacancy shall be filled by recall of a teacher on lay-off from this school district. If there is no teacher on lay-off certified with a major or minor for the vacancy, the following provisions shall govern:
  2. Any qualified teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of service and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefore shall be subsequently superior to applicants with greater service.
  3. If the vacancy is not filled by the above provisions, the Board may fill the vacancy from any source.
- c. Whenever any permanent vacancy exists which is not filled by the recall of a teacher laid off from this school district, the Board shall publicize the same by posting the vacancy in each building/teachers' lounge or work area for a period of not less than ten (10) working days. A copy of the posting shall be forwarded to the Association. Information on permanent vacancies which occur during the summer months shall be mailed to the Association and to those teachers expressing an interest in a transfer of assignment per paragraph B-6. Such summer vacancies may be filled by transfer without regard to a posting period by teachers in paragraph B-6 who are duly notified and given the opportunity to accept or reject transfer to said vacancy. A posting period of seven (7) calendar days shall apply if outside applicants are needed to fill the position.
- d. Any teacher may apply for any permanent vacancy. All applicants for a position shall be notified by the Board when said position is filled.

## ARTICLE VII

### TEACHING 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. Classloads

1. Junior high classloads 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 classload shall not exceed 192 students per day. Exceptions to this provision are typing, physical education, music, and industrial arts. Efforts will be made to balance the classloads.
  2. Senior high classloads 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 classload shall not exceed 160 students per day. Exceptions to this provision are typing, physical education, music, and industrial arts. Efforts will be made to balance the class sizes.
  3. No teacher assigned to study hall supervision shall be responsible for more than 80 students per period and shall be responsible for one room only as a study hall. A group may be assigned to the library on a permanent basis for study hall.
  4. In the event classloads exceed the above limits, the administration shall have three weeks to resolve and eliminate such overload situation.
  5. The Board shall employ a sufficient number of teachers to maintain a 30:1 individual classroom pupil-teacher ratio at the elementary levels. The parties recognize the desirability, particularly at the lower elementary grades, of maintaining a low pupil-teacher ratio and the Board agrees to exert reasonable effort to maintain ratios less than the above stated maximum. The above class size limit applies to "home-base" classrooms only, and does not apply to physical education, music, or classes where special groupings are arranged to provide departmentalized instruction. Resource room students who are mainstreamed into regular classrooms shall be counted on a full-time equivalency basis.
- B. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
- C. The Building principal shall work with the teacher representatives toward keeping the non-teaching duties of teachers to a minimum.
- D. The Board shall make available in each school an appropriately furnished faculty lounge for teacher use in which smoking shall be permitted.

- E. Adequate parking facilities shall be made available to teachers whenever possible.
- F. Every teacher shall be entitled to his/her own desk and adequate storage space for his/her materials and equipment.
- G. 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.
- H. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in, or association with the activities of any employee association.
- I. The Board shall provide for the purpose of assisting teachers in grades 1 through 4, one (1) full-time clerical aide for each grade in which the pupil/teacher ratio exceeds an overall ratio of 27:1.

## ARTICLE VIII

### TEACHER EVALUATION

#### Philosophy of Evaluation

- A. Evaluation of Manistee School District teachers is a positive endeavor. The purpose is to identify and recognize strengths as well as any weaknesses that may be noted and to directly assist teachers in their attempts to improve their performance. Assistance will be given in an open and constructive manner.

The evaluation of the performance of each teacher in the school system is the responsibility of the administration. Each teacher upon his/her employment or the first school day of each year shall be appraised of the criteria on which he/she will be evaluated, at which time the opportunity to form a committee of building administrators and staff will be extended for purposes of appraising and improving the evaluation instrument. In such evaluations, all monitoring or observations shall be conducted in person.

The conditions necessary for productive teacher evaluations are:

1. Each teacher will be fully aware and knowledgeable about his/her duties and responsibilities and what level of performance is expected in the accomplishment of those tasks.
2. Each teacher will know who will be conducting the evaluation and under what conditions.



3. Each teacher will be aware of and provided with resources for personal growth and development.

There shall be two (2) required steps in the evaluation process and one optional step:

1. Self-evaluation will be completed by the teacher prior to the supervisor's evaluation conference. Although the self-evaluation is to be shared with the supervisor during the conference, it will remain the property of the teacher and shall not become a part of the teacher's personnel file.
2. Supervisor's evaluation will be completed per provisions of this Article.
3. Optional step in evaluation to be used for teacher information only toward self-improvement.
  - a. Student Survey or Parent Survey

The criteria shall include, but not be limited to the following areas:

1. Knowledge of subject matter
  2. Techniques of instruction
  3. Classroom management
  4. Relationship with pupils, staff, parents, and administrators
- B. Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator of the school district designated by the Board of Education.
- C. All evaluations shall be reduced to writing, a copy given to the teacher, and an opportunity afforded the teacher to discuss the contents of the evaluation. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall identify the ways in which the teacher is to improve. All observations during the school year may be included in the written evaluation but the observations must be conducted in person by the administration and be confined to the school environment. After each formal classroom observation, the observer shall, at the teacher's request, confer with the teacher regarding his/her observations within three (3) work days.
- D. The performance of all teachers shall be evaluated in writing as follows:
1. Probationary teachers shall be evaluated in writing at least two (2) times each year: once on or before December 1st and again on or before March 15th.



2. Tenure teachers shall be evaluated in writing at least once every three (3) years. All observations should be completed by April 20th, with written evaluation provided by May 1st.
- E. Three (3) copies of the written evaluation shall be submitted to the teacher, two (2) to be signed and returned to the administration and the other to be retained by the teacher. In no case shall the teacher's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. In the event the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The report shall not contain any information obtained from outside the observation that has not been previously made known to and discussed with the teacher.
- F. In the event of a possible denial of an individual teacher contract, the administration will make every effort to inform the Association President on the matter.

#### ARTICLE IX

##### NO STRIKE

The Association agrees that it or the members shall not authorize or engage in any strike as defined by law against the Manistee Area Public Schools during the duration of this Agreement.

#### ARTICLE X

##### SICK LEAVE AND/OR DISABILITY

##### A. Sick Leave Schedule:

###### Probationary Teachers:

- First Year - Fifteen days (15) per year
- Second Year - Fifteen days (15) per year accumulative to thirty (30) days.
- Third Year - Fifteen days (15) per year accumulative to forty-five (45) days.

###### Tenure Teachers:

The Board will allow paid absence for sickness for a maximum of ninety (90) days per year or until the teacher qualifies for Long Term Disability Insurance benefits. It is understood that no subtraction of sick leave will occur while the person is under Long Term Disability Insurance.

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

The 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:

Sick pay will be allowed for the following:

1. Personal Illness and/or Disability
  2. Death of the employee's wife or husband, son, daughter, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, or relatives who are a permanent part of the employee's home. In addition, the Board or its designee may grant leave allowance for other person's death upon request by the employee.
  3. The Board or its designee may grant leave for family illness upon request by an employee and no actions of past practice or prior decisions shall limit the discretionary authority of the Board to grant, deny, or limit sick leave for this purpose.
  4. Sick leave will be paid for absence necessary by exposure to a contagious disease in which the health of others would be endangered.
  5. If the Board requires a doctor's certificate, it will be at the Board's expense.
- D. 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 teaches a minimum of seventy-two (72) days.

E. Good Attendance Incentive

An incentive bonus shall be paid to each teacher at the conclusion of the school year for good attendance according to the following schedule:

<u>Days Absent</u>	<u>Incentive Bonus</u>
0	\$200
1	175
2	150
3	100
4	50

"Days Absent" shall include sick days and personal leave days, but not absence due to school business, jury duty, business leave, or release time.

## 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 ten (10) days 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, except that no more than three (3) such days may be used on the same date.
- B. One personal leave day will be available to each teacher annually. A teacher planning to use such a day shall give 48 hour advance notice to his/her building principal.

In addition, one day business leave for conducting business that cannot reasonably be transacted outside the normal working schedule of teachers shall be permitted upon the approval of the building principal.

- 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.

## ARTICLE XII

### LEAVES OF ABSENCE WITHOUT PAY

- A. Upon a written request including an intent to return, a leave of absence shall 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 his/her last teaching position or an equivalent one (subject to the provisions of Article VI) 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 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.

### ARTICLE XIII

#### SUBSTITUTING BY TEACHERS

- A. High School - Both parties are agreed that the use of regular classroom teachers as substitutes during their conference periods and frequently in areas outside their respective fields 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 high school substitutes can be obtained, high school teachers shall receive compensation or released time credit for their services as substitutes as per substitute salary schedule.
- B. Regular staff substituting shall be paid \$20.00 per hour. Elementary teachers who substitute during the absence of special teachers in Music, Art, and Physical Education shall be paid at the staff substitute rate or may select release time credit in lieu of pay. Pay or release time credit shall be based on the nearest one-half ( $\frac{1}{2}$ ) hour interval with a minimum pay rate of one-half ( $\frac{1}{2}$ ) hour.
- C. Teachers may substitute for released time credit without remuneration for other staff members up to an accumulated total of twenty (20) hours. One released day is allowed for each five (5) substitute hours subject to the following conditions:
  1. Although the released time hours may be accumulated to twenty (20) hours, the teacher is limited to a maximum of four consecutive released time days at a time, with a reasonable period of time to elapse before another released time period may be taken.
  2. Accumulation of released time leave can be made beyond one year, subject to the four (4) day maximum.
  3. At termination of employment, employees would be reimbursed for unused released time hours.

4. Substitute leave days may not be taken during the first or last week of each semester, or the day preceding or following a school holiday.
5. Release time can be used only for full-day or half-day purpose.
6. When demand for substitute leave is in excess of supply of substitutes, leave will be granted on basis of seniority, but not more than 10% of the building faculty can be gone at any one time.

#### 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. 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.

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.

- C. 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.
- D. Time lost by a teacher in connection with Sections B and C of this Article shall not be charged against the teacher.
- E. Any serious complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- F. Any information placed in the teacher's personnel file shall be brought to the attention of the teacher.



ARTICLE XV

NEGOTIATION PROCEDURES

A. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

B. Matters Within the Contract:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement during the life of this Agreement.

C. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by the Association and Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject to such ultimate ratification.



## ARTICLE XVI

### GRIEVANCE PROCEDURES

#### A. Definitions

1. Grievances will be identified by number and/or subject rather than by a teacher's name.
2. A grievance is a claim of a violation, misinterpretation or misapplication of some provision of the negotiated Agreement.
3. The "Aggrieved Person" is the person or persons making the claim.
4. The term, "Teacher," includes any individual or group who is a member of the bargaining unit covered by the Agreement.
5. 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.
6. 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.
7. The termination of a tenure teacher's employment shall not be the basis of any grievance filed under the procedures of this Article XVI.
8. The termination of the services of a probationary teacher or failure to re-employ such teacher shall be subject to advisory arbitration only. In the processing of such grievance, an advisory arbitration decision will precede level four and follow level three.
9. The termination of the services of a teacher in a position under Schedule B or Schedule C shall be subject to advisory arbitration only.

#### 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.

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.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One: A teacher (group of teachers, or the Association) believing there to be a grievance shall within twenty (20) days of an alleged violation, or within twenty (20) 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, he shall render his 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's Review Committee. Within fourteen (14) days from receipt of the written referral by the Board, its Review Committee 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.
5. Level Five: If the Association is not satisfied with the disposition of the grievance by the Review Committee, or if no decision is reached within the ten (10) day period, the grievance may, within ten (10) days be submitted to arbitration before an impartial arbitrator selected by the two parties. If the parties cannot agree as to the arbitrator, 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 paid by the losing party. The arbitrator will be requested to specify who is the loser. The arbitrator can opt to declare a split decision, in which case, costs shall be split between the parties.

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

1. He shall have no power to add to, subtract from, disregard, alter or modify any of the provisions of this Agreement.
2. 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 a teacher 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 XVII

PROFESSIONAL STUDY COMMITTEES

Both parties are agreed that there should be a continuous effort exerted by both the Board and the classroom teachers to work towards the improvement of instruction and related teaching problems.

## ARTICLE XVIII

### PROFESSIONAL GROWTH RESPONSIBILITY

Both parties 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 under the conditions of Article V.

There shall be a Professional Growth Committee appointed by the Board, made up of three (3) teachers, two (2) administrators, and one (1) Board Member. The committee shall have discretionary authority to distribute \$2,000 from a fund established annually by the Board of Education for professional development activities. The committee shall meet at least annually between September 1st and January 1st to determine the allocation process.

## ARTICLE XIX

### CONTRARY TO LAW PROVISION

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 XX

### JOB SECURITY PROCEDURE FOR EXTRA COMPENSATION POSITIONS

1. Dismissal from extra compensation positions which are to be continued by the Board will be for just cause.
2. A teacher who loses an extra compensation position, 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.
3. A teacher may request a public or private hearing before the Board regarding his/her dismissal within thirty (30) days of his/her notification.
4. Within thirty (30) days the Board shall conduct a hearing regarding the dismissal.
5. The Board's decision regarding the dismissal shall be issued within thirty (30) days.

ARTICLE XXI

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 and that the procedures set forth in this article shall be used in laying off personnel.
- B. The term, "qualified," as used in this article shall be defined as follows:
1. Elementary (K-6) placement requires valid elementary certification with a college academic emphasis in elementary education or have successful elementary (K-6) teaching experience within the last five years.
  2. Junior High (7-8) placement requires a valid teaching certificate with a major or minor in the subject area assigned and successful teaching experience in that major or minor during the past five years. A minimum of six semester hours of academic credits earned in the major or minor within the last three years may be accepted in lieu of teaching experience.

Teaching exploratory type classes shall be exempt from the above requirements provided the teacher can demonstrate his/her proficiency in the classwork to the building principal.

3. High School (9-12) placement requires a valid teaching certificate with a major or minor in the subject area assigned and successful teaching experience in that major or minor during the past five years. A minimum of six semester hours of academic credits earned in the major or minor within the last three years may be accepted in lieu of teaching experience.

Note:

1. No current teacher shall be deemed "unqualified" for any position held during the 1981-82 school year as a result of the above contract language.
2. In the event a teacher is reassigned and, as a consequence, lacks the recency of experience and/or academic training, the teacher shall be granted the first available college semester, after notification, in which to gain the required academic credits. The time granted for the completion of the academic credits may be extended by the Board in cases of extenuating circumstances (i.e. classes needed are not available within a reasonable commuting distance.)

C. Lay-off Procedure

In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used:



1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
  2. If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Lay-offs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority shall be laid off first. For the purpose of this Article, "seniority" is defined as length of service within the district as of the teachers' first working day. In the circumstances of more than one individual beginning employment on the same date, the greatest seniority shall be granted on the basis of Board action to employ such individuals. Any remaining ties shall be broken on the basis of the teachers' date and time of their final interview, prior to Board action. A teacher shall lose seniority rights if he/she retires, resigns, or is discharged for just cause.
  3. 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.
  4. A tenure teacher, who is laid off pursuant to this article, has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority.
  5. No teacher shall be laid off without a 35 day notice, nor shall any teacher be laid off during the second semester, unless the 35 day notice of lay-off was served prior to the commencement of the second semester, or such lay-off is due to the return of a teacher from a leave of absence.
  6. The district shall prepare and present to the Association a current seniority list of bargaining unit members who were hired after September 1, 1970. 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.
  7. Teachers shall have the right to accept or reject positions less than full-time without affecting their right to a full-time position.
- D. Recall Procedure
1. Recall of teachers shall be in the inverse order of lay-off, i.e., those laid off last will be recalled first; provided, however, no new teachers shall be employed by the Board while

there are teachers of the district who are laid off unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.

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 appraised of any change of address, for purposes of recall or other correspondence.
3. When a teacher not under contract to another school district fails to accept a recall notice, he/she surrenders all rights to recall. If a teacher is unable to accept a recall notice due to contract obligations with another school district, he/she shall retain all rights to recall and seniority until he/she fails to accept a recall notice while not under contract to another school district.

For the purpose of this article, the period from the conclusion of the school year until the ensuing August 1 shall be considered "not under contract to another school district."

E. Individual Contract

1. 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 article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.

ARTICLE XXII

SCHOOL CALENDAR

- A. The school year shall consist of a minimum of 180 days of instruction and/or at least the minimum number of hours as required by State of Michigan. If the State eliminates the 180 day requirement, the hour requirement shall prevail in the event of emergency school cancellations. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities, may be rescheduled at the discretion of the Board of Education in consultation with the Association, to insure the required minimum number of days and/or hours. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

The total annual salary is based upon 183½ days of work during the entire school year as set forth in Appendix A. attached to and incorporated into this Agreement.

- B. Per Diem shall be defined as the teachers' annual salary, excluding any extra duty compensation, divided by 183½.

ARTICLE XXIII

ENTIRE AGREEMENT


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. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between and executed by, the District and the Association. 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.

ARTICLE XXIV

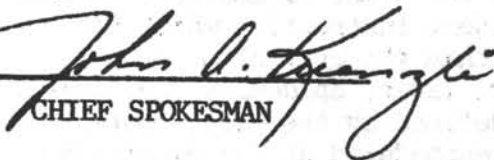
DURATION OF CONTRACT

This Agreement shall be effective as of August 1, 1988, and shall continue in effect for three (3) years until the 31st day of July, 1991. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION:

By:   
PRESIDENT

By: Judy K. Atwood  
SECRETARY

By:   
CHIEF SPOKESMAN

MANISTEE TEACHERS' ASSOCIATION:

By: Mary C. Bentley  
PRESIDENT

By: Dorothy A. Lippert

By: Alice J. Buzzell  
SECRETARY

Appendix A

MANISTEE AREA PUBLIC SCHOOLS  
1988-89 CALENDAR

September 1	Staff Orientation
September 12	1st Day of School
November 24, 25	Thanksgiving Holiday Break
December 23	1st Day of Christmas Break
January 3	Return to School
March 24	Good Friday - No School
April 3-7	Spring Break
May 29	Memorial Day
June 9	Last Day of School
June 10 or 12	Records Day (1/2 Day)

	<u>Student</u>	<u>Teacher</u>		<u>Student</u>	<u>Teacher</u>
September	15	16	February	20	20
October	21	21	March	22	22
November	20	20	April	15	15
December	16	16	May	22	22
January	21	21	June	7	7½
				<u>180</u>	<u>181½</u>
			Plus Two Additional Teacher Days.....		3
					<u>183½</u>

Appendix A-1

MANISTEE AREA PUBLIC SCHOOLS

1989-90 Calendar

August 31	-	Teacher Orientation
September 5	-	1st Day of School
October	-	Teacher In-Service (to be determined)
November 23, 24	-	Thanksgiving Break
December 25	-	1st Day of Christmas Break
January 3	-	Return to School
January 19	-	Records Day
April 2 - 6	-	Spring Break
April 13	-	Good Friday
May 28	-	Memorial Day
June 7	-	Last Day of School
June 8	-	Records Day

	<u>Students</u>	<u>Teachers</u>		<u>Students</u>	<u>Teachers</u>
Aug.	0	1	Feb.	20	20
Sept.	19	19	Mar.	22	22
Oct.	21	22	Apr.	15	15
Nov.	20	20	May	22	22
Dec.	16	16	June	<u>5</u>	<u>5½</u>
Jan.	20	21	Total	180	183½



Appendix A-2

MANISTEE AREA PUBLIC SCHOOLS

1990-91 Calendar

August 30	-	Teacher Orientation
September 4	-	1st Day of School
October	-	Teacher In-Service (to be determined)
November 22, 23	-	Thanksgiving Break
December 24	-	1st Day of Christmas Break
January 2	-	Return to School
January 18	-	Records Day
March 29	-	Good Friday
April 1 - 5	-	Spring Break
May 27	-	Memorial Day
June 6	-	Last Day of School
June 7	-	Records Day (1/2 Day)

	<u>Students</u>	<u>Teachers</u>		<u>Students</u>	<u>Teachers</u>
Aug.	0	1	Feb.	20	20
Sept.	19	19	Mar.	20	20
Oct.	22	23	Apr.	17	17
Nov.	20	20	May	22	22
Dec.	15	15	June	<u>4</u>	<u>4½</u>
Jan.	21	22	TOTAL	180	183½

1940  
 FEDERAL BUREAU OF INVESTIGATION  
 UNITED STATES DEPARTMENT OF JUSTICE

This report was prepared by the  
 Special Agent in Charge,  
 New York Office, under the  
 supervision of the Chief of  
 the New York Office, and  
 is being submitted to the  
 Bureau for information.  
 The information herein was  
 obtained from the files of  
 the New York Office and  
 is believed to be reliable.  
 Very truly yours,  
 Special Agent in Charge

Serial	Date	Page	Initials	Signature
1	1/15/40	1	[Signature]	[Signature]
2	1/15/40	2	[Signature]	[Signature]
3	1/15/40	3	[Signature]	[Signature]
4	1/15/40	4	[Signature]	[Signature]
5	1/15/40	5	[Signature]	[Signature]
6	1/15/40	6	[Signature]	[Signature]
7	1/15/40	7	[Signature]	[Signature]
8	1/15/40	8	[Signature]	[Signature]

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	Master Agreement	1
	Witnesseth	1
I	Recognition	2
II	Teacher Rights	3
III	Board Rights	4
IV	Professional Compensation	4
	Insurance Protection	6
	Schedule A - Salary Schedule - 1988-89	8
	Schedule A - Salary Schedule - 1989-90	9
	Schedule A - Salary Schedule - 1990-91	10
	Schedule B - Salary Schedule for Coaching Duties	11
	Schedule C - Supplemental Salaries	12
V	Teaching Hours	13
VI	Teaching Assignments, Transfers, and Vacancies	15
VII	Teaching Conditions	17
VIII	Teacher Evaluation	19
IX	No Strike	21
X	Sick Leave and/Or Disability	21
XI	Leave of Absence	23
XII	Leaves of Absence Without Pay	23
XIII	Substituting By Teachers	24
XIV	Protection of Teachers	25
XV	Negotiation Procedures	26
XVI	Grievance Procedures	27
XVII	Professional Study Committees	29
XVIII	Professional Growth Responsibility	30
XIX	Contrary to Law Provision	30
XX	Job Security Procedure for Extra Compensation Positions	30
XXI	Lay-Off and Recall Procedure	31
XXII	School Calendar	33
XXIII	Entire Agreement	34
XXIV	Duration of Contract	34
Appendix A	1988-89 School Calendar	35
Appendix A-1	1989-90 School Calendar	36
Appendix A-2	1990-91 School Calendar	37

Faint, illegible text covering the majority of the page, possibly bleed-through from the reverse side or a very low-quality scan. The text is mostly centered and appears to be organized into paragraphs or sections, but the characters are too light to be discernible.







