

**AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION**

**MANISTEE INTERMEDIATE SCHOOL DISTRICT**

**AND THE**

**MANISTEE INTERMEDIATE EDUCATION ASSOCIATION, MEA/NEA**

**2018-2019**

**2019-2020**

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## **AGREEMENT**

This agreement entered into this Sixteenth day of July 2018, by and between the Board of Education of the Manistee Intermediate School District, hereinafter called the "Board", and the Manistee Intermediate Education Association, MEA/NEA, hereinafter called the "Association". Personnel represented by the Association shall hereinafter be referred to as "professional employees".

## **ARTICLE 1**

### **RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as determined by law, for all professional employees who are regularly employed, certificated, and have a college degree, and perform bargaining unit work, such as, but not limited to: classroom teachers, teacher consultants, social workers, counselors, psychologists, work study coordinators, occupational and physical therapists, and speech therapists.

#### DEFINITION OF TERMS:

1. "Board", when used hereinafter in this agreement, shall refer to the Board of Education of the Manistee Intermediate School District and its administrative employees.
2. "Regularly employed" shall be defined as employed under a full year contract and full time or employed under a full year contract and part time on a regularly scheduled basis in excess of one half of a normal work week, exclusive of duty free lunch.
3. "Certificated" shall mean those in possession of a valid and appropriate teaching certificate or endorsement recognized by the Michigan State Department of Education and meeting highly qualified teacher requirements as required for the position, excluding permits, annual authorizations, or other temporary methods of approval that indicate less than full qualification for the professional assignment unless such employment is a prerequisite in any approved program leading to full certification.

4. "College degree" shall mean a minimum of a bachelor's level degree from a four year institution of higher learning approved and recognized by the Michigan State Department of Education for the appropriate degreed program.

B. Specifically excluded from the bargaining unit shall be all others, including, but not limited to superintendent, special education director, special education coordinator, bookkeeper, substitutes, temporary personnel and teacher aides, even if they hold a valid teaching certificate, administrators, supervisors, directors, all personnel with supervisory responsibilities of other MIEA bargaining unit employees, and all staff that do not fully meet the criteria specified in Section A above. All MISD employees not included in the unit shall be deemed excluded from the unit.

C. The term "employee" when used hereinafter in this Agreement, shall refer to all professional staff members represented by the Association in the bargaining or negotiating unit as above defined.

D. Part Time Staff

Part Time professional employees who qualify for membership in the Association will be paid an hourly pay rate calculated by dividing the salary for the appropriate step on the Master Agreement Salary Schedule by the number of normal work hours for a full time employee. Said hours will be computed by multiplying the required number of work days per year times

the scheduled hours of employment for a regular full time employee as identified in Article 4 of this agreement.

A part time employee, once employed, will continue to be paid at their initial step on the salary schedule until that employee has accumulated work hour experience at MISD that equals eighty (80%) percent of the hours scheduled for a full work year, provided, however, that the employee will not be moved to the next step of the salary schedule until the beginning of the contract year following the actual accumulation of the eighty (80%) percent work hours. All benefits, excluding insurance, but including seniority and leave, will be earned and/or accumulated on an actual prorated basis when compared to full time regular employment for that classification.

Insurance benefits for part-time employees are addressed under APPENDIX C, Section B.

- E. The Board agrees not to negotiate with any teachers' organization other than the Manistee ISD EA/MEA/NEA ("MIEA") for the duration of this Agreement.
- F. For purposes of compliance with 2011 PA 103, the word "teachers" refers to all individuals within the bargaining unit whose employment is subject to the Michigan Teachers' Tenure Act, as amended. As of August 31, 2012, "teachers" include classroom teachers and teacher consultants.
- G. The term "ancillary staff" refers to all individuals within the bargaining unit whose employment is not subject to the Michigan Teachers' Tenure Act, as amended. As of August 31, 2012, "ancillary staff" includes social workers, psychologists, occupational, physical and speech therapists, Early On Coordinator, Transition Coordinator and ASD Consultant.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

- A. The Board, on its own behalf 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 Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing, the right to:
  - 1. Manage and control the school's business, property, facilities, and equipment.
  - 2. Direct the working forces, including the right to hire, promote, suspend, and discharge or otherwise discipline employees, transfer employees, determine the size of the work force and lay off employees.
  - 3. Determine the services, supplies, and equipment necessary to continue its operations and programs and to determine the methods, schedules, and standards of operation and the means, methods, and

processes of carrying on the work or changes therein and to institute new and/or improved methods or changes therein, including the implementation of new media for instruction, such as telecommunications.

4. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, programs, services, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  5. Adopt reasonable rules and regulations, providing they are not in conflict with the provisions of this Agreement.
  6. Determine the qualifications and conditions for continued employment, dismissal, demotion, discipline, promotion, transfer, or other personnel actions with regard to all employees of the district.
  7. Establish policies governing the selection or training of employees, provided that such selection shall be based upon lawful criteria.
  8. Subcontract services or provide services through cooperative arrangements with other intermediate school districts, school districts or agencies without prior negotiations. The Employer shall not supplant bargaining unit members through subcontracting. In the event that the employer should contemplate the subcontracting of bargaining unit work, the parties shall meet upon request to review the necessity for such subcontracting. This section shall not prohibit use of services offered by the State of Michigan and/or agencies within or outside the State of Michigan which offer unique programs or services not presently available in the school district through current bargaining unit members.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of 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. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education, including the Management Rights and Prohibited Subjects of Bargaining under P.A.112 of 1994, as amended by 2011 PA 4 and 103.

The expressed inclusion of any specific rights of the Board anywhere in this agreement shall not exclude or diminish those remaining rights and powers hereby retained by the Board.

In the event of any claim of misinterpretation or misapplication of this agreement, the integrity of this article shall be preserved and provide the paramount premise for interpretation or application of this agreement.

### **ARTICLE 3**

#### **TEACHER/ASSOCIATION RIGHTS**

- A. The Association shall have the right to use the Intermediate School Building once per month for membership meetings at no cost to the Association. Association meetings shall be held outside of the hours when professional employees are on duty. Meetings shall be scheduled with the administration.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, (including internet and e-mail) outside of the hours of the regular workday and at lunch hour provided that it shall not interrupt professional employees while on duty.
- C. The Association shall have the right to post notices of activities and other announcements on teacher bulletin board to be located in the staff office area.
- D. Probation

All professional employees, both tenure and non-tenure positions, new to the Manistee Intermediate School District must satisfactorily complete a probationary period of the duration required by the Tenure Act. As required by law, this period shall be reduced for those with prior teacher tenure. For professional employees without teaching certificates and having prior experience, the probation period may also be reduced. [2011 PA 100.]

- E. The Board agrees to make available to the Association in response to written requests, all available information as required under the Freedom of Information Act and Public Employees Relations Act.
- F. Prior to the Administration's recommendation to the Manistee Intermediate Board of Education of a denial of an ancillary staff member's contract, the Administration shall make every effort to inform the Association President on the matter.[the impact of the decision not to review a teacher's contract is a prohibited subject.]
- G. Ancillary staff shall not be suspended without pay, demoted, or discharged without just cause. The Board agrees to abide by the principles of legal due process whenever ancillary staff are formally disciplined, including written reprimands.[section 15(3)(m) of PERA makes discipline and dismissal of teachers a prohibited subject of bargaining.]
- H. Ancillary staff shall be entitled to have a representative from the Association present during a disciplinary action. A request for such representation must be made to the supervisor at the time of notification or as soon after as possible. When such a request has been made, the ancillary staff may be suspended with pay but no further disciplinary action shall be taken until such representation is present, provided that such request shall not serve to delay any action more than twentyfour (24) hours. Representation shall be provided by the Association immediately, but without disruption of the normal workday unless so requested by the administration. [procedures related to discipline of teachers is a prohibited subject, but the law still requires a union rep when discipline occurs as to teachers.]
- I. The Board agrees to allow professional employees to examine their permanent file as required by PA 397 of 1978 (copy available with Association President). Professional employees shall have the right to examine their personnel files in the central administrative office upon written request consistent

with the provisions of the law. A representative of the Association may, at the request of the professional employee, accompany the professional employee to examine his or her personnel file. Administration shall schedule the time.

- J. A copy of all material placed in an employee's file will be provided to the employee upon request and payment of duplication fee which may be required by the employer beyond the second request per year. If an employee disagrees with the information placed in his/her file, s/he may submit in writing the fact s/he disagrees and why, consistent with the provisions of the law. This shall be attached to that particular material. All information determined to be false by means of grievance or a final and unappealed order of the court shall be expunged from the employee's personnel file.
- K. If a written complaint has been filed against an ancillary staff member of the bargaining unit, the employer shall notify the employee promptly, in writing, after receipt of the complaint.[section 15(3)(m) of PERA makes discipline procedures a prohibited subject as to teachers.]
- L. Should a request be made for personnel information under the Freedom of Information Act, the Board shall immediately provide a copy of the FOIA request to the employee. Upon release of the information, a copy of the information will be provided to the employee.
- M. Academic Freedom

- A. Rights

The parties agree that age appropriate discussion of historic, scientific, and/or contemporary issues, with access to all relevant information is the heart of the democratic process; therefore, the following rights of teachers in working with students are accepted.

1. The right to study any of the above issues which have political, economic, scientific, social significance.
2. The right to access relevant information.
3. The right to study and discuss age appropriate academic and educational issues, even though they may be controversial or unpopular, provided the content and presentation is professional, relevant, and age appropriate.

B. Responsibilities

The teacher has the responsibility of treating subject matter and the issues thereto in an objective and scholarly manner.

1. The teacher approaches historic, scientific and/or contemporary issues in classroom in an impartial and unprejudiced manner.
2. The teacher refrains from using their position and prestige to promote a partisan point of view.

N. The Employer and the Union agree that neither will discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ethnicity, age, sex, legally protected physical characteristics, disability, or marital status. A claimed violation of this article may be the subject of a grievance, but shall not be arbitrated without the written agreement of the Employee, in a form satisfactory to the Employer, to be bound by the Arbitrator's award and to waive any rights to relief in any other forum, such as court litigation. To expedite grievance processing, any grievance which alleges a violation of this section shall be initially filed at Level two of the grievance procedure

**ARTICLE 4**

**CASE LOADS, ASSIGNMENTS, AND WORKING HOURS**

A. The annual salary schedules in Appendix B shall be based upon full time employment for the regular school year, which shall be defined, per calendar, thirtyseven and a half (37 ½) hours per week. Each professional employee shall be entitled to a duty free lunch period of forty five (45) minutes within their daily schedule. Professional employees working solely in the local school districts, but under the supervision of the Manistee Intermediate School District, shall conform to the schedules of the buildings to which they are assigned, provided they work an equivalent thirty-seven and one-half (37 ½) hours per week or the annual salary is prorated accordingly.

B. In addition to the normal work day and normal work week, employees may be required to participate

in professional activities, such as conferences, staff and committee meetings, parent and student meetings, and in service training, even though they may run beyond the normal working hours. Employees may, on a voluntary basis, participate in special programs, such as Special Olympics, field trips, overnight trips, and the like.

C. Employees providing special services not considered part of their regular job expectation (i.e., professional development presentations, facilitating parent/support group meetings, etc.) shall receive payment of \$30 per hour upon prior written administrative approval and submission of a timesheet.

D. The Administration shall develop the work schedule for each professional employee. Temporary adjustments may be made when a professional employee is required to attend meetings specifically related to fulfilling the obligations of said position, such as IEPCs, child study meetings or pre-referrals.

1. Flexible Work Schedule. A flexible work schedule is an option for adjusting the work starting time and/or the work ending time for a regular work day. Although the administration recognizes that a flexible work schedule does not accurately reflect the classroom teachers at the ISD, the Board agrees to give classroom teachers of the SEI, SCI, YoMoCI, ECSE and OMOCI an extra personal day resulting in four personal days per school year.

A flexible work schedule change is intended as an alternative to overtime.

A flexible work schedule change is intended for the provision of professional appointments or meetings scheduled during lunch or before or after the regular work day.

A flexible work schedule change will not result in the cancellation of or decrease in direct service contact time with students; a flexible work schedule change will not result in the cancellation of a previously scheduled meeting which the employee is required to attend.

The employee shall be responsible to provide documentation of the hours worked upon the request of the administration.

E. The Intermediate School District office staff shall be kept informed of each professional employee's schedule during the professional employee's workday.

F. Each professional employee shall be responsible for maintaining the proper files of services rendered and such permanent reports as are required by the Board.

G. Positions requiring more than the standard number of days per year shall be additionally compensated at their prorated hourly rate. Employees, including professional support staff, accepting such positions that require extended year service in the summer (e.g., ECDD, SCI,) shall have the right to request release from such extension or from a portion of such extension provided a qualified and acceptable substitute can be found. Further, Administration retains the right to offer contract extensions to individuals of its choosing. Such assignments shall be made by March 15. Requests for release from such assignments shall be made prior to April 1. Openings caused by the possible granting of such requests shall be posted for a period of ten (10) working days. The Administration must respond to requests for release not later than May 1.

A flexible work calendar may be agreed upon by the director and professional staff of any program that exceeds the 182 day school calendar (Sept – May). The extended working calendar (June-August) is not mandatory. If the number of days flexed in the **182** day contract is not sufficient to cover the required hours in the summer, professional staff will be compensated at their prorated hourly rate for the time that exceeds the days flexed during the school year. Professional staff who wish to work on a flexible working calendar will notify administration for prior approval of requested flex time, if used prior to January 1<sup>st</sup> or at the latest by January 1<sup>st</sup>. If staff is unable to make up this time pay will be deducted for days not made up or personal days will be used if available.

H. It is acknowledged that at times staff may be required/asked by administration to attend activities/events such as, but not limited to, parent meetings, IEP's, home-visits, etc. outside of the regular scheduled day. When this happens flex time may be offered to staff to satisfy the additional time spent. Any and all flex time, must be used within the semester that it is accumulated. For planning purposes, staff will work out, in advance with their supervisor, when the Flex Time is to be used. Flex Time is not to be used for more than 3 consecutive days.

I. It is recognized that planning and preparation time is a necessary part of the classroom teaching. Planning time is time allocated for instructional planning and completing responsibilities inherent to one's teaching position and is free from student supervision responsibilities. This may include, but is

not limited to, lesson planning, parent communication, material preparation, IEPs and student evaluation.

J. Mentor

1. Each bargaining unit member shall be assigned a mentor during their first year of employment, and up to 3 years for employees for whom this is their first professional position. Employees in tenure track positions shall be assigned a mentor consistent with the provisions of applicable school laws. The mentor shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide an experienced individual who can offer assistance, resources, and information in a non-threatening and collegial fashion.
2. A mentor shall be assigned in accordance with the following:
  - a. Participation as a mentor shall be assigned by the administration from those who apply.
  - b. An effort will be made to match mentors and mentees who have the same area of certification or work assignment.
  - c. Subject to renewal each year, the mentor assignment may be extended and may be approved by the administration upon review of the written proposal for the extension.
  - d. If the administration, mentor, or mentee find that the mentor/mentee relationship is not satisfactory, it can be severed at the end of the semester or year, by the mentee, mentor, or administration.
  - e. Mentor and mentee will follow the guidelines outlined in the "Mentor Packet".
3. Upon request, the administration may make available reasonable release time so the mentor may work with the mentee in his/her assignment during the regular work day.
4. No later than the end of the first year that a bargaining unit member serves as a mentor, he/she may attend a workshop or conference if directed by the administration for the purpose of training the bargaining unit member to serve as the mentor. This does not eliminate attending conferences related to the mentor's professional field. Appropriate expenses shall be paid by the school district.
5. Mentors shall be paid a stipend of \$300 per semester upon completion of the Mentor Pay Form.

## 6. Confidential Relationship

Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Employer and the Association agree that the relationship shall be confidential. . Neither the mentor nor the mentee shall have direct input in the evaluation of the other.

## K. School Calendar

1. If the school calendar as found in Appendix A need to be adjusted to meet the specific needs of a classroom program, there must be a mutual understanding reached between the Program Director and the EA. If a mutual understanding cannot be reached, then the calendar would remain the same as the originally agreed upon calendar.

## **ARTICLE 5**

### **SCHOOL CLOSURE**



- A. When the Superintendent or designee declares the Manistee Intermediate School District closed due to inclement weather, all staff members, regardless of assignment shall not be required to report for work.
  - 1. On a day when a local District, school and/or building is not in session because of inclement weather, or other reasons, the itinerant staff members assigned to said building shall report to their designated Intermediate facility.
  - 2. On a day when a local District, school, and/or building is closed or start time is delayed because of inclement weather, or other reasons, the teaching staff members assigned solely to said building, shall follow the building rules.
  
- B. When the Superintendent or designee declares the Manistee Intermediate School District is delayed due to inclement weather all staff members regardless of assignment shall not be required to report for the duration of the delay.
  - 1. When the opening of a building or a local District is delayed due to inclement weather staff members who are assigned solely to that building, school or local District for the day shall follow the delay.
  - 2. When the opening of a building or local District is delayed due to inclement weather, itinerant staff who are assigned solely to that building, school or local District shall follow the delay. Itinerant staff whose schedule is disrupted by the delay, but who are assigned to another District or building, shall report to their next assignment according to their schedule.
  
- C. When a local District, school and/or building is closed after the start of the school day because of inclement weather, the itinerant employee scheduled to work solely in that district for the remainder of the day may be released by the MISD administration from professional responsibilities at the same time that the local professional staff is released. In the event an administrator is unavailable, the employee may use their discretion.
  
- D. Employees are expected to complete all work assignments when the building(s) to which they are

assigned to are not impacted by a closure.

- E. On a day when a local District or building is not in session because of other reasons, the itinerant staff members assigned to said building shall report to their designated Intermediate facility.
- F. In the event that the MIEC is closed for reasons other than inclement weather, staff working in other buildings or local Districts /shall report for work as assigned.
- G. Under all the above provisions, a professional employee shall not suffer loss of pay nor have such days charged against any of their leave time.
- H. When laws and/or rules mandate the making up of days which are lost because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions; or if it is necessary to make up such days in order to avoid loss of state aid, the Board has the right to reschedule such days and staff shall work on the rescheduled days without additional compensation. Staff under the supervision of the Intermediate School District and assigned solely to a local school district shall make up the days without additional compensation if they are rescheduled by the local school district.
- I. Failure to report to work as directed or required by contract or policy may result in loss of pay or makeup for time lost. Flagrant violation, falsification, or repeated abuse could result in disciplinary action.

## **ARTICLE 6**

### **SICKNESS/DISABILITY LEAVE**

- A. At the beginning of each school year, all professional employees working full time for the regular school year shall be credited with sixty-five (67.5) hours. (10 days). One day shall be defined as 6.75 hours. All professional employees working the entire summer program shall be credited with 6.75 hours. Any employee terminating their employment prior to a full year of service shall have deducted from credited sick days one day for each month less than a full year of service. Should the employee have used more days than months of service, each day beyond months of service shall be deducted from their paycheck. Should the employee die, the employer agrees to include all sick pay accumulated during the year in the settlement to the employee's beneficiary as designated in writing on their annual employment packet-MPSERS Beneficiary Nomination form.
1. Employees working less than full time, as defined in Article 4, shall receive sick leave credit on an hourly basis in proportion to full time equivalency.
  2. Sick leave days may be used for personal illness or disability. Up to ten (10) days per incidence and/or twenty (20) days per year may also be used if it is necessary for the employee to be absent to care for an ill or disabled member of the immediate family (spouse, children, parents, grandparents, brothers, sisters, and mother/fatherinlaw) and resident household members. These limits are applicable to all non-personal illness. These limits may be extended with administrative approval.
  3. After a minimum of four (4) years of service with the district, a severance incentive pay shall be provided in the amount of \$65 per day for each unused day of personal sick leave accumulation upon retirement, death, or permanent disability from the district. Sick Leave may be accrued not to exceed 90 days.
  4. Payouts to employees shall be made to a 403b account of the employee's choice in accordance with the District's 403b plan document within 30 days of the end of the school year, retirement, or permanent disability. In the event of the death of the employee payouts

shall be made to the employee's estate.

- B. At the beginning of the school year or no later than the second pay of October of each year, professional employees shall be provided with a statement of his/her accumulated sick leave days and seniority list.
- C. Verification of illness or ability to return to work may be required, including verification by a physician mutually agreed upon by the Board and the Association.
- D. Any proven abuse of sick leave may result in loss of pay for the days missed in addition to other discipline up to and including discharge.
- E. Upon verification by the Health Department and/or physician, an employee absent from work because of head lice, pink eye, impetigo, or scabies shall suffer no diminution of compensation and shall not be charged with loss of sick leave days.
- F. An employee who is unable to work because of illness or disability, whether personal, immediate family, or household member, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability or until the end of the school year in which the illness or disability occurred, whichever occurs sooner. In the case of personal disability, the leave shall be renewed upon written request by the employee for the following school year. Such written request shall be received by the employer not less than thirty (30) days before the beginning of that school year.
- G. If an employee is absent due to injury, incurred in the course of the employee's employment, the employee may be paid the difference between his/her regular salary and workers' compensation benefits by using sick leave for a period equal to the number of days the employee had accumulated at the date of injury. Insurance benefits provided by this agreement shall terminate on the last day of the first month of the school year which follows the school year in which the injury occurred, subject to carrier restrictions.

H. Employees who have been employed by Manistee ISD for at least twelve (12) months and have worked at least 1,250 hours over the previous 12 months 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:

1. To care for the employee's child after birth or placement for adoption
2. To care for the employee's spouse, son or daughter, or parents who has a serious health condition; or
3. For a serious health condition that makes the employee unable to perform the employee's job.

Military service member FMLA provides eligible employees unpaid leave for any one or combination of reasons as allowed by law.

The employer shall retain the employee's health coverage under the group health care plan for the duration of the FMLA leave.

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.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

The FMLA year shall be a rolling year.

The Board shall require the staff member to substitute his/her accrued sick leave for unpaid FMLA leave where this Agreement permits the use of sick leave for the reason underlying the employee's use of FMLA leave. The employee may retain up to 5 sick leave days upon request.

If an employee fails to return from an unpaid leave under this section, all insurance premiums paid by the employer during that period shall be reimbursed to the employer by the employee within 60 days of invoicing.

- I. Employees shall not be required to find their own substitutes in the event of planned or unexpected absences.

## **ARTICLE 7**

### **PERSONAL LEAVE**

- A. Each ancillary staff member shall be granted three (3) personal leave days per contract year. Each classroom teacher shall be granted four (4) personal leave days per contract year. No more than one (1) personal leave day may be used immediately before or after winter or spring break periods. Personal days may not be used for other regular employment.
- B. No specific reason may be required in the request for personal leave.
- C. In the event that multiple requests for the same date of leave are made, only one (1) professional employee per every five professional employees, or fraction thereof, per building shall be granted said leave on a first come, first served basis.
- D. If personal leave is used for outside work related to his/her position and for which a stipend/honorarium is paid, the employee shall return such pay to the district.
- E. Any unused personal leave, or portion thereof, shall be accrued at the end of the year as sick leave.

## **ARTICLE 8**

### **FUNERAL/BEREAVEMENT LEAVE**

- A. Funeral/Bereavement Leave shall be granted with pay for a professional employee for a period not to exceed five (5) working days annually.
- B. In cases requiring out of state travel personal leave time may be allowed at the discretion of the Superintendent.
- C. In the event an employee has used the time allowed in Section A of this Article and suffers the loss of more than one immediate family member during that year, the superintendent may grant additional days to be used for said funeral/bereavement leave.





## **ARTICLE 9**

### **LEAVES OF ABSENCE WITHOUT PAY**

- A. A written request for an unpaid leave of absence shall contain a statement certifying that the employee intends to return upon expiration of the leave or any extension of the leave. A leave of absence may be granted for a Board approved education leave for a period not to exceed one (1) year to any professional employee having successfully completed the probationary period. The Board may grant other leaves of absence.
  
- B. Any request for an extension or renewal of a leave must be made in writing. Requests for renewal or extension must be made in writing and received by the Board at least sixty (60) days before the expiration date of the leave. A renewal or extension shall not exceed one (1) year. If an employee fails to return upon the expiration of his/her leave or if a written request for renewal or extension is not received by the Board before the expiration deadline date of the leave, this shall be irrefutably and conclusively deemed to constitute the employee's official resignation as an employee of the Manistee Intermediate School District.
  
- C. All such leaves of absence are without pay and without sick leave accumulation and without Board paid insurance benefits; however, sick leave and seniority previously accumulated will not be lost. If permitted by the insurance carrier, employees on leave may continue their insurance protection during their leave by either making the required monthly payment or forwarding the required monthly payment to the Board in advance of the due date. Unless otherwise specified, a leave of absence shall:
  - 1. Entitle the ancillary staff to return to his/her last assigned position or a substantially equivalent position. This is subject to Article 2 of this agreement pertaining to management rights and Article 17 of this agreement pertaining to layoff and recall. PERA section 15(3)(j) makes decisions regarding teacher placement.
  
  - 2. Not entitle the professional employee to seniority accrual nor to advancement on the salary

schedule for the time away from actual employment.

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

- D. One unpaid leave of absence per year for up to five (5) days may be granted for personal reasons provided such leave is requested at least ten (10) days in advance. The Superintendent shall evaluate all requests on their merits. His/her decision shall be final, nongrievable, and nonprecedent setting.
- E. For Leaves of Absence without Pay using FMLA, refer to Article 6, Sickness/Disability Leave, Section H.
- F. An employee who leaves the employment of the District for active service in the Armed Forces of the United States under the provisions of any law of the United States or the State of Michigan, shall, upon application for re-employment, be entitled to whatever reinstatement privileges are established by such laws.

## **ARTICLE 10**

### **JURY DUTY AND/OR LEGAL PROCEEDINGS**

An employee who is summoned for jury duty or subpoenaed to give testimony in any judicial matter shall be compensated for the difference between his/her regular pay for that period and the pay received for the performance of the obligation, provided that s/he notified the Administration within one (1) week upon being so summoned or subpoenaed and submit proper documentation of pay received within one (1) month of receipt. Employees shall report to work if they are released before the end of the work day. The above shall not apply when either the employee or the MIEA/MEA is a party litigant. Mileage reimbursement paid for by the court shall be retained by the professional employee.

## ARTICLE 11

### ANTICIPATED DISABILITY LEAVE

- A. If an employee desires a leave of absence due to an anticipated disability (e.g., scheduled surgery, pregnancy, etc.) the employee shall notify the Superintendent prior to the anticipated date of the desired leave. If possible, notice shall be given no later than sixty (60) days prior to the anticipated date of the desired leave. An employee shall be entitled to a leave of absence without pay for up to one (1) year in the event of an anticipated disability.

The leave shall be extended for up to one school year if such is requested in writing at least thirty (30) days prior to the termination date of the initial leave.

- B. An employee who requests and is granted an unpaid leave of absence for anticipated disability shall have his/her health insurance coverage paid by the Board for the first ninety (90) calendar days of the leave. An employee has the right to use accumulated sick leave during any period the employee is unable to work due to disability.
- C. It is expressly understood that anticipated disability leave is available only during the period in which the employee is unable to work. A physician's statement of ability/inability to perform the essential functions of their work assignments will be required.

## **ARTICLE 12**

### **ASSOCIATION LEAVE DAYS**

At the beginning of every school year, the Association shall be credited with two (2) days to be used in not less than onehalf day segments, by any bargaining unit member who is an officer or agent of the Association; such use to be at the discretion of the Association President and limited to two (2) members per occasion. The Association shall pay to the District a prorated amount equal to the current substitute teacher daily rate if a substitute is required.

## **ARTICLE 13**

### **CONFERENCE TIME**

- A. Professional employees will be paid for leave days for approved conferences not to exceed an annual amount of \$100 per member, excluding membership dues. Professional employees will notify their immediate supervisor at least two weeks (may be waived by the administration) in advance of their intent to attend any such conference. Mileage for such conferences will be submitted on the form supplied by the Superintendent and receipt for meals, lodging and fees must be submitted in order to be paid by the Board. The Superintendent shall consider the following in making the final determination for approval: availability of funds, relationship of the conference to employee's discipline, quality of conference, availability of a substitute, whether or not there is a conflict with a scheduled ISD in service and/or IEP meeting, the location of the conference, the number of employees requesting the same conference, length and time of conference, number of working days to be missed, and other similar reasons. Approval/disapproval of the request, when made two weeks in advance, will be made known to the professional employee applicant not less than one week prior to the scheduled commencement date of the conference. If a conference request is disapproved, the reason(s) for disapproval shall be furnished to the applicant at the time of notification of disapproval. The applicant has the right to a conference with the Superintendent to discuss the reason(s) for disapproval prior to the scheduled commencement date of the conference. As a matter of principle, it is agreed that these professional meetings and conferences are important to the professional staff member.

## **ARTICLE 14**

### **STAFF EVALUATION**

**This Article applies only to ancillary staff in light of section 15(3)(I) of PERA. The parties may want to renegotiate the evaluation process for ancillary staff, because it was originally negotiated with teachers in mind.**

- A. As a matter of principle, it is agreed that evaluation of Manistee Intermediate ancillary staff is a positive endeavor and the purpose is to assist employees in their attempts to improve job performance. Assistance will be given in a constructive manner.
- B. All evaluations shall be reduced to writing with a copy to the ancillary staff for any area designated by the administrators on the evaluation form as "needs improvement" or "unsatisfactory", specific comments shall be written to clarify the concerns. An administrator shall hold an evaluation meeting with the employee for the purpose of discussing the written evaluation, identifying ways to evidence improvement and assistance offered by the employer towards that improvement.
- C. Ancillary staff who disagrees with an evaluation may submit a written response which shall be attached to the file copy of the evaluation form.

D. Itinerant staff members may also be observed. All monitoring or observation by the ISD administration of the work of the ancillary staff shall be conducted with the full knowledge of the employee.

Probationary ancillary staff shall be observed at least twice during the school year. The first evaluation shall be completed on or before January 15. Observation for the second evaluation shall be completed not less than 60 calendar days from the first evaluation.

Nonprobationary professional ancillary staff employees shall be evaluated at least once every other school year. Observations for evaluations shall be completed by May 1. The employee shall be notified of the evaluation conference date by May 1.

E. The Staff Evaluation Form, included as Appendix F, shall be the basic instrument used for ancillary staff evaluation. The Staff Evaluation form will be mutually agreed upon between the Manistee Intermediate Education Association and administration per MDE guidelines. Additional formats may be mutually agreed upon between the administrator and the ancillary staff, who may request Association representation. The Association will be notified when additional formats are constructed.

F. The content of any evaluation is not subject to the grievance procedure; however, nonadherence to the procedures set forth in Article 14 shall be grievable. Failure to meet timelines shall not invalidate the evaluation.



## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

- A. A "grievance" is a claim, based upon a professional employee's, or group of professional employees' belief that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The "grievance procedure" shall not apply to any matter which is covered by law, or State regulations, or over which the Board is without power to act. An "aggrieved person" is the person or persons making the claim.
  
- B. Grievances may be filed by: Individual professional employees, a professional employee and the MIEA, or the MIEA. A written grievance must identify the name(s) of the grievant(s) and whether or not the MIEA is a party. Nothing contained herein shall be construed to prevent any individual professional staff member from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

## C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

### 1. Level One

#### a. Informal

Professional employee(s) with a possible grievance shall first discuss the issue with the immediate Administrative Supervisor within ten (10) school days from the time of the incident over which the professional employee(s) is/are aggrieved. At the option of the professional employee(s), an Association representative may be invited to be present while the issue is discussed. Every effort shall be made to resolve the issue informally.

#### b. Formal

If the issue is not resolved, the matter shall be reduced to writing by the grievant(s) and submitted to the immediate Administrative Supervisor within five (5) school days from the time of the discussion between the grievant(s) and the immediate Administrative Supervisor. Within five (5) school days after presentation of the written grievance, the immediate Administrative Supervisor shall give his/her answer in writing to the grievant(s).

### 2. Level Two

In the event that the aggrieved person(s) is/are not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within five (5) school days after the presentation of the grievance, the aggrieved may file the grievance in writing with the Superintendent. The grievance must be filed with the Superintendent within ten (10) school days from the date of the disposition of the grievance at Level One or the date

the disposition at Level One was due, whichever occurs earlier. Within ten (10) school days after the Superintendent receives the grievance, s/he may meet with the aggrieved professional employee(s) in an effort to resolve the grievance. In the event no decision was rendered at Level One, the Superintendent shall meet with the aggrieved professional employee(s) within ten (10) school days after receiving the grievance. The Superintendent's decision on the grievance shall be rendered in writing within ten (10) days after such meeting or after it has been received.

### 3. Level Three

If the grievance is not settled at Level Two, it may be referred in writing to the Board of Education within ten (10) school days after receipt of the decision in Level Two. If the Superintendent fails to render a decision within the time limits set forth in Level Two, the grievance may be referred in writing to the Board within ten (10) days of the date the Superintendent's answer was due. The grievant(s) may submit for the Board's consideration a written statement summarizing the evidence and/or rationale presented at Levels One and Two as to why the grievance should be granted. If new evidence or rationale is introduced, however, the grievance shall be remanded to Level Two, with a decision to be rendered by the Superintendent within five (5) school days. The Board shall hold a hearing, or otherwise investigate the grievance, or prescribe such other procedures as it may deem appropriate for consideration of the grievance. Within fortyfive (45) school days after receipt of the grievance, the Board shall render a decision on the grievance and present it in writing to the aggrieved professional employee(s). The board may consolidate separate grievances when the issues, the occasion, or incident are reasonably connected. The term reasonably connected is grievable.

### 4. Level Four

If the decision of the Board is not satisfactory the Association may request mediation of the grievance through a state mediator within 10 days of the receipt of the Board's Level 3 decision. Any recommendation made by the mediator for resolution or settlement of the grievance shall not be binding upon the parties. However, within fifteen (15) school days after conclusion of the mediation process, the Board and the Association shall meet to review their positions on the grievance. If the grievance remains unresolved, the Board will render its decision at its next regularly scheduled meeting. The Board's decision is final.

- D. Notwithstanding the expiration of this agreement, any claim or grievance arising there under shall be processed through the grievance procedure until resolved.
- E. During the summer months following the academic year, the term "school days", when used in this article, shall refer to calendar days exclusive of Saturdays, Sundays, and legal holidays.
- F. If an ancillary staff, for whom a grievance is sustained, is found to have been unjustly discharged, s/he shall be reinstated with up to full reimbursement of compensation lost. If an ancillary staff employee is found to have been unjustly charged or deprived of compensation, the Board shall consider reimbursement of compensation lost and clearing the record however such clearing of an employee's record shall be in accordance with the Bullard Plawecki Employee Right To Know Act.

## **ARTICLE 16**

### **VACANCIES AND PROMOTIONS**

- A. A "vacancy" shall be defined as a newly created position within the bargaining unit or a present position within the bargaining unit that is unoccupied by reason of the permanent separation (by resignation, death, discharge, retirement, etc.) of the employee formerly in the position. No "vacancy" shall exist for purposes of this article unless and until the Board, in its sole discretion, shall determine to fill any such position. Whenever a vacancy in the bargaining unit arises or is anticipated, the position shall be posted on the Association bulletin board. The Board agrees to notify the Association

President when a position is being eliminated. The Board agrees that it is desirable in filling vacancies in the bargaining unit, to do so by actively considering each request from within its own ancillary staff. The Superintendent or his designee shall give written notice to the Association President when the position is filled. Any vacancy not filled will continue to be posted. {Section 15(3)(j) of PERA makes placement of teachers a prohibited subject of bargaining.}

- B. Nothing herein shall prevent the Board from making temporary assignments of personnel from applicants who are not currently under contract with the Manistee Intermediate School District, and when choosing to permanently fill such temporary assignments the Board shall not be limited to applicants from within the bargaining unit or to the persons temporarily assigned to such positions. When the terms and conditions of employment for the temporary assignment meet the criteria for regularly employed as defined in article 1(A)(2), then the board shall document a reasonable effort to find and hire a certified person to fill the position. If a suitable person cannot be found within one year from the date of temporary employment, then the time limit may be extended by mutual agreement between the association and the board.
- C. Whenever a supervisory vacancy arises or is anticipated, the position shall be posted on the Association bulletin board. The Superintendent or his/her designee shall give written notice to the Association President when the position is filled.
- D. If a vacancy occurs during the school year, the Board shall have the right to fill the vacancy on an interim basis until the end of the school year, at which time it shall be posted and filled in accordance with this article. Further, in the event an ancillary staff employee on layoff status is qualified for a vacancy, the Board shall have the right to fill the vacancy by recalling the laid off ancillary staff member. (Section 15(3)(k) of PERA makes layoff and recall of teachers a prohibited subject.)

## ARTICLE 17

### LAYOFF AND RECALL PROCEDURE

**Per Section 15(3)(k) of PERA, this article only applies to ancillary staff within the bargaining unit. The parties may want to renegotiate this Article because the original language was drafted principally for application to classroom teachers.**

A. Should changes in student populations, financial conditions, or other factors cause the Board to determine that an elimination of or reduction in programs and/or ancillary staff personnel is necessary or appropriate, the following procedure shall prevail:

B. Seniority

The term "seniority", as hereinafter used, shall be defined as the total continuous years of professional service to the Manistee Intermediate School District and calculated from the last date that professional services were first rendered by the bargaining unit member. Time spent on approved leave of absence or layoff shall not be construed as a break in service nor shall it count toward accrued seniority. There will be one seniority list maintained on a districtwide basis. This list will be circulated at the beginning of the school year to all employees. The list will include years of experience and graduate credit hours, and each employee shall review his own credentials and make known any error to the Superintendent within twenty (20) work days. In the event two (2) or more employees have the same length of service within the district, seniority will go first to the employee who has had the most experience outside the district. Should the length of service both inside and outside the district be the same, then the employee with the greater number of graduate hours shall be granted higher seniority. In the event the factors listed above are equal, the employee with the highest final four digits in their social security number shall be granted higher seniority.

C. Layoff Procedure

Ancillary staff employees shall be laid off in the inverse order of seniority provided that there is a senior employee available who is qualified to fill the position of the laid off employee and provided that, in

the event a specific program is eliminated, causing that employee to be displaced, there is no other position occupied by a less senior employee for which that displaced employee is qualified.

1. The Board, through its agents, will determine the ancillary staff positions which should be eliminated, reduced, or continued.
2. If for any reason the Board anticipates a reduction in ancillary staff, it shall, before taking action, consult with the Association to receive recommendations regarding priorities and procedures to be followed. Such recommendations shall not be binding upon the Board, but will merely serve as suggested guidelines, except that procedures as outlined by the contract shall be followed.
3. To the extent permitted by law, probationary ancillary staff employees shall be laid off first by seniority, provided that there is a senior employee who is qualified to perform the duties of the position being vacated by the probationary employee, unless such position is being eliminated altogether.
4. If further reduction is necessary, ancillary staff employees shall be laid off on the basis of seniority, provided that a more senior employee may be laid off while a less senior employee is employed if the more senior employee is not qualified to be employed in the specific position held by the employee with less seniority or the specific position to which the Board determines the employee with less seniority shall be assigned.
5. Except in cases of emergency, the Board shall give a minimum of sixty (60) calendar days notice of layoff prior to the effective date of any reduction in ancillary staff personnel to the individuals involved. Layoffs may be implemented at any time of the year.

Laid off ancillary staff employees shall not lose vested benefits accrued during the previous school year.

D. Recall Procedure

The Board shall rehire ancillary staff employees in the inverse order in which they were laid off provided that:

The employee is qualified to perform the duties of the position to be staffed as determined by the Board. An employee shall have fifteen (15) calendar days to accept or reject an offer of recall. The fifteen (15) calendar day time period shall begin to run from the date of receipt of the notice of recall. If an ancillary staff employee does not accept an offer of recall within the fifteen (15) calendar day period, this shall conclusively and irrebuttably constitute the employee's voluntary resignation from employment. Notice shall be given to the employee at the last address furnished by the employee in writing. Notice shall be sent to the employee by registered or certified mail, return receipt requested. An ancillary staff employee may refuse recall to a position which is not at least equal in wages and benefits to the position held prior to layoff and remain eligible for recall under the provisions of this Article.

In recall, ancillary staff employees who are on layoff and under contract with another public school district shall retain recall rights.

An ancillary staff employee's recall rights shall be lost in the event the employee is not recalled within two (2) years from the effective date of layoff.



**ARTICLE 18**

**AGENCY SHOP**

- A. An employee working under this contract may choose to join the MIEA, but all employees who work within the positions outlined in this contract will be bound by the language included within the MIEA contract.
- B. Association service fees will be paid or payroll deducted in accordance with state law.

## **ARTICLE 19**

### **COMPLETION OF AGREEMENT**

A. 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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. Matters of common concern may be subject to negotiations during the period of this Agreement upon request and mutual agreement of both parties.

B. 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 its terms and conditions.

C. Savings

This Agreement is subject in all respects to the laws of the State of Michigan and the United States with respect to the powers, rights, duties and obligations of the Board and the Association. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, but all other provisions shall remain in effect for the duration of this Agreement.

Upon request of the Association, the Employer will enter into negotiations for a successor to the voided provision; however, the provision shall remain voided until a replacement is agreed upon.

- D. An emergency manager appointed pursuant to the Local Government and School District Fiscal Responsibility Act is allowed to reject, modify or terminate this Agreement in accordance with such Act, 2011 PA 9.

## **ARTICLE 20**

### **NO STRIKE PROVISION**

The Association agrees that it will not engage in a strike action or work stoppage as said term is defined by the Public Employment Relations Act, including any sympathy strikes, against the Manistee Intermediate School District during the duration of this Agreement.

## **ARTICLE 21**

### **MISCELLANEOUS PROVISIONS**

- A. Payroll deductions shall be made available to professional employees for the following: (a) approved tax sheltered annuities; (b) Payroll Direct Deposit; (c) United Way Fund; and (d) employer insurance options. Additional deductions may be made upon employee request and approval of Superintendent. Unless court ordered, deductions will not be made without written approval by the employee.
- B. Copies of this Agreement shall be printed at the expense of the Board and one copy shall be presented to each bargaining unit member now employed or hereinafter employed by the Board.
- C. The Association agrees that any enforcement binding on the Board is equally binding on the Association and the professional employees.
- D. Consolidation

"Consolidation" in this section shall apply to the consolidation annexation, and/or dissolution of the school district.

The Employer shall notify the Association if district consolidation is placed on a Board agenda for action. Prior to any final action, the Employer shall meet with the Association for purposes of discussion.

- E. A Site-Based Management Committee shall have no authority to abrogate the terms of this Agreement.

## **ARTICLE 22**

### **INTERNET USAGE**

- A. The parties recognize that the Internet/Intranet is a resource that is provided by the Board for the purpose of enhancing the ability of employees to provide educational services to students. Any use of the Internet/Intranet by employees through technology is expressly subject to and conditioned upon adherence to the Acceptable Use Policy adopted by the Board.
- B. Employee's use of the Internet/Intranet is appropriate under the Acceptable Use Policy as established by the Board. Employees will be notified prior to implementation of policy changes. Use of the Internet/Intranet is primarily for teaching and learning. It may be used for reasonable personal use to the extent that such use does not violate any express prohibitions or the Board policy and does not interfere with the employee's assigned duties and responsibilities.

## **ARTICLE 23**

### **PROTECTION OF EMPLOYEES**

The parties recognize that effective and safe management of students is an important component of delivering quality educational programs and services. The primary responsibility in this context is with the employee who, when acting within the scope of employment and in alignment with Board policy, will be reasonably supported by the administration.

- A. All employees responsible for the management of physically aggressive students will receive training in personal safety and appropriate physical management techniques with refresher training annually, or more frequently if needed as determined by the administration. It is the employee's responsibility with administrative support to adhere to all policies and protocols established for the physical management of students. Upon request and explanation of need, employees will be provided with personal protective equipment such as gloves, chin protectors, etc.
- B. Any injury or physical assault experienced by an employee in connection with the employee's management of a student shall be immediately reported , in writing, to the Director of Special Education (or designee). Upon approval of the administration, the employee may be released for duty for up to the remainder of the day. Such absence shall not be charged to the employee's sick leave. Employees who have been assaulted in the course of their work will be provided debriefing within 2 school days. This shall be documented and a copy provided to the employee.
- C. The Board shall remit premiums for errors and omissions coverage (liability) for bargaining unit members while engaged in the performance of their assigned duties and while acting within the course and scope of their authority. The terms and conditions of the errors and omission policy (liability) may determine the Board's obligation to defend and indemnify the employee.

D. Where an employee is required to provide services to a student in the student's home and where a reasonable observer would objectively conclude that the circumstances in that home present an imminent danger to the employee, the employee shall immediately inform the Director of Special Education (or designee) of that concern. Within one (1) work day of that report, the employee will furnish a written statement to the Director (or designee) specifying the particulars underlying the concern and what measures the employee believes would be effective in addressing that matter. The Director (or designee) will investigate the concern and confer with the employee regarding the substantiation of the concern and potential resolution prior to the employee returning to the student's home.

**ARTICLE 24**

**DURATION OF AGREEMENT**

The provisions of this Agreement shall be effective beginning of school August 28, 2018 and shall continue in full force and effect until the official starting date of the 2020-2021 school year.

IN WITNESS WHEREOF, the parties hereto set their hand and seal this 16th day of July 2018.

FOR THE MANISTEE INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION:

\_\_\_\_\_  
President  
Mary Becker-Witt

\_\_\_\_\_  
Secretary  
Lynda O'Shea

FOR THE MANISTEE INTERMEDIATE EDUCATION ASSOCIATION:

\_\_\_\_\_  
President and Chief Negotiator  
Abby Morgan

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**2018/2019 Staff Calendar**

July							
S	M	T	W	Th	F	S	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

August							
S	M	T	W	Th	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

Staff Days 2

September							
S	M	T	W	Th	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30							

Staff Days 19

October							
S	M	T	W	Th	F	S	
1	2	3	4	5	6		
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

Staff Days 23

November							
S	M	T	W	Th	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

Staff Days 20

December							
S	M	T	W	Th	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

Staff Days 14

- KEY ECSE FULL DAY, MOCI, SCI, SEI HALF DAY
- KEY SCI SUMMER PROGRAM
- KEY MOCI, SCI & SEI (ECSE MON-THURS)
- KEY STAFF
- KEY STUDENTS HALF DAY
- KEY STUDENTS HALF DAY, STAFF AFTERNOON PD
- VACATION

January							
S	M	T	W	Th	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

2nd - Return from Christmas Break  
11th - Staff Afternoon PD

Staff Days 22

February							
S	M	T	W	Th	F	S	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28			

8th - Staff Afternoon PD  
18th - Mid-Winter Break - OFF

Staff Days 19

March							
S	M	T	W	Th	F	S	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

8th - Staff Afternoon PD  
25th - Spring Break begins - OFF

Staff Days 16

April							
S	M	T	W	Th	F	S	
1	2	3	4	5	6		
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30					

2nd - Return from Spring Break  
12th - Staff Afternoon PD  
19th - Good Friday - OFF

Staff Days 20

May							
S	M	T	W	Th	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

10th - Staff Afternoon PD  
27th - Memorial Day - OFF

Staff Days 22

June							
S	M	T	W	Th	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30							

6th & 7th - 1/2 day for SCI, NOCI, EI Students  
6th - Full Day for ECSE  
7th - Last day for Students and Staff

Staff Days 5

- 180 DAYS - SCI STUDENTS
- 180 DAYS - MOCI & SEI STUDENTS
- 151 DAYS ECSE STUDENTS
- 182 DAYS PROFESSIONAL STAFF

2019/2020 Staff Calendar

July							
S	M	T	W	Th	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

August							
S	M	T	W	Th	F	S	
		1	2	3	4	5	6
7	8	9	10	11	12	13	14
15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30
31							

26th - Staff Orientation  
27th - Staff Work Day

Staff Days 2

September							
S	M	T	W	Th	F	S	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30						

3rd - First day for Students  
13th - Staff afternoon PD

Staff Days 20

October							
S	M	T	W	Th	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

11th - Staff Afternoon PD

Staff Days 23

November							
S	M	T	W	Th	F	S	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

8th - Staff afternoon PD  
27th - Half Day  
28th & 29th - Thanksgiving Break - OFF

Staff Days 19

December							
S	M	T	W	Th	F	S	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

13th - Staff afternoon PD  
23rd - Christmas Break - OFF

Staff Days 15

January							
S	M	T	W	Th	F	S	
		1	2	3	4	5	6
7	8	9	10	11	12	13	14
15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30
31							

6th - Return from Christmas Break  
17th - Staff Afternoon PD

Staff Days 20

February							
S	M	T	W	Th	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	30

14th - Staff Afternoon PD  
17th - Mid-Winter Break - OFF

Staff Days 19

March							
S	M	T	W	Th	F	S	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

13th - Staff Afternoon PD  
30th - Spring Break begins - OFF

Staff Days 20

April							
S	M	T	W	Th	F	S	
						1	2
3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18
19	20	21	22	23	24	25	26
27	28	29	30				

7th - Return from Spring Break  
10th - Good Friday - OFF  
24th - Staff Afternoon PD

Staff Days 17

May							
S	M	T	W	Th	F	S	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

8th - Staff Afternoon PD  
25th - Memorial Day - OFF

Staff Days 20

June							
S	M	T	W	Th	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30					

8th & 9th - 1/2 day for Students  
9th - Last day for Students and Staff

Staff Days 7

KEY ECSE FULL DAY, MOCI, SCI, SEI HALF DAY	
KEY SCI SUMMER PROGRAM	
KEY MOCI, SCI & SEI (ECSE MON-THURS)	
KEY STAFF	
KEY STUDENTS HALF DAY	
STAFF AFTERNOON PD	
- VACATION	
	180 DAYS - SCI STUDENTS 180 DAYS - MOCI & SEI STUDENTS 151 DAYS ECSE STUDENTS 182 DAYS PROFESSIONAL STAFF

## APPENDIX B

### MANISTEE ISD EA SALARY SCHEDULE 2018-2019 .5% Increase

STEPS	BA	BA + 30/MA	MA+20/MA5 0	MA+30/MA6 0
1	\$37,403	\$46,754	\$48,251	\$49,745
2	\$38,450	\$48,063	\$49,457	\$50,989
3	\$39,527	\$49,409	\$50,694	\$52,264
4	\$40,634	\$50,793	\$51,961	\$53,570
5	\$41,772	\$52,215	\$53,260	\$54,910
6	\$42,942	\$53,676	\$54,592	\$56,282
7	\$44,144	\$55,180	\$55,956	\$57,690
8	\$45,380	\$56,724	\$57,355	\$59,132
9	\$46,650	\$58,994	\$59,650	\$60,610
10	\$47,957	\$61,353	\$62,036	\$63,034
11	\$49,299	\$63,807	\$64,517	\$65,556
12	\$50,679	\$66,679	\$67,420	\$68,506
	Longevity			
15	-	\$70,799	\$71,541	\$72,627
20	-	\$74,015	\$74,757	\$75,843
25	-	\$75,020	\$75,762	\$76,848
30	-	\$76,025	\$76,767	\$77,853

BA: a bachelor's degree in the employee's area of expertise from an accredited college/university.

BA+30/MA: a bachelor's degree **plus** 30 graduate level credits OR a master's degree requiring 30 graduate level credits (this would also include master's degrees requiring more than 30, but less than 50 graduate level credits).

MA+20/MA50: a master's degree **plus** 20 (up to 29) graduate level credits associated with the employee's field or a related area OR a master's degree requiring 50 graduate level credits.

MA+30/MA60: a master's degree **plus** 30 (or more) graduate level credits associated with the employee's field or a related area OR a master's degree requiring 60 graduate level credits Amended 9/3/09

**MANISTEE ISD EA SALARY SCHEDULE 2019-2020  
.5% Increase**

STEPS	BA	BA+30/MA	MA +20/MA50	MA+30/MA60
1	\$37,590	\$46,988	\$48,492	\$49,994
2	\$38,643	\$48,303	\$49,705	\$51,244
3	\$39,725	\$49,656	\$50,947	\$52,525
4	\$40,837	\$51,046	\$52,221	\$53,838
5	\$41,980	\$52,476	\$53,526	\$55,184
6	\$43,156	\$53,945	\$54,865	\$56,563
7	\$44,364	\$55,455	\$56,236	\$57,977
8	\$45,606	\$57,008	\$57,642	\$59,427
9	\$46,883	\$59,288	\$59,948	\$60,912
10	\$48,196	\$61,660	\$62,346	\$63,349
11	\$49,545	\$64,126	\$64,839	\$65,883
12	\$50,933	\$67,012	\$67,757	\$68,848
15		\$71,153	\$71,899	\$72,990
20		\$74,385	\$75,131	\$76,222
25	-	\$75,395	\$76,141	\$77,232
30	-	\$76,405	\$77,151	\$78,242

1. The salary schedule shall become effective on the first scheduled work day of the regular school year, providing a ratified contract is effective for that year. Proof of semester hours qualifying for added salary must be presented prior to the first pay of the contract year in order to be effective during that contract year. "MA/50" identifies MA programs requiring 50 hours. "MA/60" identifies an earned 10 hours of qualifying course work after and beyond the "MA/50."
2. Full experience may be allowed on schedule, including longevity, for school experience outside the Manistee Intermediate School District. Up to five (5) years may be allowed on salary schedule for employment requiring a college degree and providing experience related to the position for which the professional employee will be hired.
3. "Per diem" shall be defined as the employee's present salary, per above schedule, divided by the number of work days as specified in the regular work year under Article IV. Employees under contract to work at a MISD summer program will be paid their per diem for each day worked beyond the regular work year.
4. All hours earned towards a step on the negotiated pay schedule shall have prior approval of the administration and shall be applicable to the professional employee's job and or toward completion of an advanced degree in his/her field or one approved by the employer.

## **APPENDIX C**

### **INSURANCE BENEFITS – MUST COMPLY WITH 2011 PA 152**

#### **Section A**

The employer agrees to provide each full-time professional employee the equivalent of the BCBS plan as specified herein.

For the 2018-19 and 2019-20 school years, the Board agrees to pay up to \$751.89 for single, \$1,493.95 for

two person and \$1,642.36 for full family toward the total insurance cost for each employee per month needing medical coverage, not to exceed the total cost of the premium. The Board will also follow the state law hard cap on the medical insurance premium for each member. During the 2018-19 school year, if the health insurance premium is below the state hard cap, the board will provide an annual HSA contribution not to exceed \$125 for single and \$250 for 2 person/full family. During the 2019-20 school year the HSA contribution will be determined by the hard cap and insurance rates but will not exceed \$125 for single and \$250 for 2 person/full family. The HSA payment will be made the first pay in December.

Any contribution exceeding the employee's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups as allowed by the carrier.

Plan A: For employees needing health insurance:

Health	Simply Blue PPO HSA- Plan 1300/0% Medical Coverage with Prescription Drug Coverage
Negotiated Life	\$ 40,000 AD & D
Negotiated Short and Long Term Disability	
Vision	VSP 3 Plus250CL
Dental	100X: 80/80/80: 2 cleanings/yr. Ortho: \$1,500 lifetime max \$2,000

**COST:** Employees share of the health premium will be the difference between the total monthly premium and the Board paid amount per state law. Employees share of Dental, Vision, LTD and Life premiums will be the difference between the total monthly premiums and the board paid amount.

Plan B: For employees not needing health insurance:

Negotiated Life	\$40,000 AD & D
Negotiated Short and Long Term Disability	
Vision	VSP 3 Plus250CL
Dental	100X: 80/80/80: 2 cleanings/yr. Ortho: \$1,500 lifetime max \$2,000

Only those bargaining unit members who have health insurance through another source shall receive cash in lieu and Plan B. The bargaining unit member must sign a waiver of health coverage form certifying that they are indeed covered elsewhere and that they are waiving coordination of benefits coverage with the other plan. In doing so, they will receive the amount of the single subscriber health rate provided by the insurance carrier and Plan B. This cash may be redirected toward Cafeteria options and/or select cash which may then be placed in an approved 403-b tax-deferred annuity plan.

### **Section B**

The employer agrees to provide each part-time professional employee the equivalent of BCBS Plan identified below for a full twelve (12) month period for the professional employee and/or his/her entire family.

All part-time employees scheduled to work fifty percent (50%) or more of a normal working schedule shall be eligible for negotiated insurance benefits under the following guidelines:

1. Employees working fifty percent (50%) to seventy-nine percent (79%) are eligible for:
  - a. Single subscriber rate or
  - b. A prorated portion of full-family or member and spouse/child.
2. Employees working eighty percent (80%) or more are eligible for one hundred percent (100%) of negotiated insurance benefits available for full-time employees.

Part-time employees who have health insurance through another source must sign a waiver of health coverage form certifying that they are indeed covered elsewhere and that they are waiving coordination of benefits coverage with the other plan. They shall be provided with an amount equal to that provided under Section A, Plan B of this Appendix, prorated to their actual percentage of full-time regular employment.

### **Section C**

#### **CAFETERIA PLAN**

The Cafeteria Plan under IRS Section 125 shall include:

1. Group term life insurance,
2. Accident or health plan coverage and options provided by carrier,
3. Participation in a cash or deferred arrangement,
4. Coverage under a short-term/long-term disability plan,
5. Coverage under an accidental death and dismemberment policy.
6. HSA employer/employee contributions.

### **Section D**

#### **ASSURANCES**

It is agreed that the coverage provider shall have no authority to alter nor increase any specific coverage or limitations during the term of this contract unless negotiated with the employer. A letter of such assurance will be submitted to the employer.



## **Section E**

### **CONTINGENCY**

It is recognized that changing conditions may give rise to a mutual desire to consider alternative providers or packages for insurance benefits. It is agreed that either party may request further negotiations on Appendix C (excluding the amounts to be paid by the employer) during the life of this agreement without opening any other parts of the agreement.

## **APPENDIX D**

### **MILEAGE PAYMENT**

Professional employees who travel by car in the performance of their duties shall be reimbursed at the rate per mile permitted by the IRS as nontaxable in the tax year.

## **APPENDIX E**

### **TUITION REIMBURSEMENT**

Since the Board and the Association support the principle of continuing training of professional employees, the Board shall pay 100% of the tuition for credit hours for all credit earned with a grade point of 2.0 or higher . These classes shall have prior approval of the administration and shall be applicable to the professional employee's job and/or toward completion of an advanced degree in his/her field or one approved by the employer. The maximum tuition reimbursement shall not exceed \$1350 per employee, per year.

### **PROFESSIONAL DUES**

The Board agrees to pay up to one Hundred Fifty Dollars (\$150.00) for payment of dues in one professional organization or towards professional licensing or certification fees. Such organization shall be related to the employee's job responsibilities. Membership in the Manistee Intermediate Education Association, MEA and NEA shall not be reimbursed.

### **RETIREMENT INCENTIVE**

Any bargaining unit member with twelve or more years of service, who submits an unconditional written resignation on or before 4:00 p.m. on the first Monday of March of the contract year, shall be entitled to receive a payment in the amount of \$250. The payment shall be subject to the following:

1. Resignations of qualified bargaining unit members submitted after 4:00 p.m. on the first Monday of March of the contract year shall not entitle the resignation bargaining unit member to any payment under the provision of this agreement.
2. Payment of the qualified amounts (minus employee FICA, tax withholding and other legally required deductions) shall be made to eligible bargaining unit members as part of their paycheck

within 30 days of receipt of the letter of resignation.

3. Resignations submitted under this provision must be signed by the bargaining unit member and designate the date of the resignation as the last professional staff work day of the current contract school year unless the professional is physically unable to complete the school year and resigns earlier.

### **MERIT PAY**

Merit pay shall be paid out at \$1 per member for an annual evaluation rating of Effective.

**APPENDIX F**

**MANISTEE INTERMEDIATE STAFF EVALUATION  
20\_\_ - 20\_\_ SCHOOL YEAR**

**Will be added at a later date.**

**APPENDIX G**

**GRIEVANCE REPORT FORM**

<p>Grievance #</p> <p>MANISTEE INTERMEDIATE SCHOOL DISTRICT</p> <p>Submit in Duplicate to Immediate Administrative Supervisor</p>	<p><u>Distribution of Form:</u></p> <ol style="list-style-type: none"> <li>1. Immediate Administrative Supervisor</li> <li>2. Superintendent</li> <li>3. Association</li> <li>4. Grievant</li> </ol>
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<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant(s)</u>
<p><u>Type of Grievant(s): (Circle)</u></p> <p>Individual      -      Individual and MIEA      -</p> <p>MIEA</p>		<p><u>Date Filed</u></p>

**LEVEL ONE**

A. Date Cause of Grievance Occurred

B. 1. Statement of Grievance

2. Relief Sought

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Signature

Date

C. Disposition by Immediate Administrative Supervisor

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Signature-Immediate Administrative Supervisor

Date

D. Position of Grievant(s) and/or Association

---

Signature

Date

**LEVEL TWO**

A. Date Received by Superintendent or Designee

B. Disposition of Superintendent or Designee

---

Signature

Date

C. Position of Grievant(s) and/or Association

---

Signature

Date

**LEVEL THREE**

A. Date Received by Board of Education or Designee

B. Disposition by Board

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Signature

Date



C. Position of Grievant(s) and/or Association

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Signature

Date

**LEVEL FOUR**

- A. Date of Notification of Request for Mediation
- B. Recommendation(s) of Mediator
- C. Association/Board Review of Mediator's Recommendation
- D. Disposition by Board

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Board Signature

Date

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Association Signature

Date