

AGREEMENT

between the

**MANTON CONSOLIDATED SCHOOLS
BOARD OF EDUCATION**

and the

MANTON EDUCATION ASSOCIATION

July 1, 2003 – June 30, 2010

as amended July 1, 2005

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TABLE OF CONTENTS

ARTICLE I - Recognition	1
ARTICLE II – Association Rights.....	1
ARTICLE III – Management Rights	3
ARTICLE IV – Deduction of Education Association Dues	4
ARTICLE V – Teaching Conditions	5
ARTICLE VI – Substitute Teachers	7
ARTICLE VII – Non-Full Time Teachers.....	7
ARTICLE VIII – Non-General Education Teachers	8
ARTICLE IX – Teacher Protection.....	10
ARTICLE X – Professional Behavior	11
ARTICLE XI – Student Discipline.....	12
ARTICLE XII – Abuse of Contract.....	12
ARTICLE XIII – Professional Grievance Procedure	12
ARTICLE XIV – Teacher Evaluation	14
ARTICLE XV – Vacancies, Promotions, and Transfers	14
ARTICLE XVI – Paid Leaves of Absence	15
ARTICLE XVII - Unpaid Leaves of Absence.....	17
ARTICLE XVIII – Layoff and Recall Procedure.....	18
ARTICLE XIX – Continuity of Operations.....	19
ARTICLE XX – Negotiation Procedures	20
ARTICLE XXI - Separability.....	20
ARTICLE XXII – School Reform Plans	20
ARTICLE XXIII – Professional Compensation	21
ARTICLE XXIV - Severance.....	22
ARTICLE XXV – Fringe Benefits	24
ARTICLE XXVI – School Calendar	27
SCHEDULE A – Salary Schedule.....	29
SCHEDULE B – Extracurricular Academics	30
SCHEDULE C- Athletics	32
SCHEDULE D – Professional Grievance Report Form.....	34
ARTICLE XXVII – Duration of Agreement.....	35
Letter of Understanding – Mentor Teachers	36

This Agreement entered into this 15th day of July, 2005, by and between the Manton Consolidated Schools District, Wexford, Missaukee, and Grand Traverse Counties, hereinafter called the "Board", and the Manton Education Association, hereinafter called the "Association".

This Agreement constitutes the sole and entire existing Agreement between the parties, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by the Board 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.

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all certificated teaching personnel and Social Workers whether under contract, on leave, or employed, excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education, Adult Education teachers, teachers of programs funded or managed by Head start, substitute teachers, Athletic Director, Assistant Athletic Director, and Supervisors within the meaning of Section 11 of Act 336 of the Public Acts of 1947 as amended.

It is understood that all bargaining unit positions as of March 14, 1989, shall remain bargaining unit positions.

The term "teacher", when used hereinafter in this Agreement, shall refer to all Employees represented by the Association in the bargaining unit as above defined.

ARTICLE II

ASSOCIATION RIGHTS

- A. 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.
- B. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, sex, age, marital status, or physical handicaps.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times,

provided that this shall not interfere with or interrupt normal school operations. All meetings requiring rooms will comply with Board policy with regards to scheduling.

- D. The Association shall have the right to use school facilities, buildings and equipment, including typewriters, copying equipment, calculating machines, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. Reasonable and customary charges may be made for use of facilities, building, and equipment. The Association is responsible for full restitution for any damage incurred through abuse or misuse of school facilities or equipment being used for Association business.
- E. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building, provided that there be no posting, adhering, or in any way displaying of Association and its affiliates' literature, emblems and insignias at teaching stations. The Association may use the District mail delivery service and teacher mailboxes for communication to teachers.
- F. Agency Shop - Any teacher who is not a member of the Association or does not make application for membership within thirty (30) days from his/her first day of active employment shall, as a condition of continuing employment, pay as a service fee to the Association, the maximum percent of the total dues paid by a member of the Association (local, state, and national) that is allowed by law. This service fee shall, at the nonmember's option, either be paid in full within the first thirty (30) days of active employment or be handled through payroll deduction as with Association members. The service fee shall be distributed to the local, state and national levels as for a member of the Association unless the nonmember objects on moral or religious grounds. In the latter instance the nonmember's service fee shall not go to the state or national levels but shall be administered in any other way as determined by the Association, except that it shall not be spent for any purpose counter to the nonmember's moral or religious convictions.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- G. The Board agrees that no teacher shall be, directly or indirectly, discouraged or deprived or coerced in the enjoyment of any rights conferred by the laws or constitutions of Michigan and/or the United States of America, by this Master Agreement, or by any policy of the Board of Administration. The Board further agrees that all teachers shall be treated fairly and equitably, and that no teacher shall be discriminated against because of participation in any activities of the Association.

- H. Any newly created or modified teacher positions shall be bargained with the Association as to wages, hours and other terms and conditions of employment.
- I. The Board shall grant the Association three (3) business days per year to be used at the discretion of the Association for its business. The Association's President, or his or her designee, shall make the request for the business day(s), and the Association will pay the District's cost of a sub for the day(s) taken.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Board and its agents, 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 the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its Employees
 - 2. To hire all Employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such Employee according to Article XV of this document.
 - 3. To establish grades K through 12 and courses of instruction contained therein, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 - 4. To determine class schedules, the hours and days of instruction, parent conference days, and the duties, responsibilities, and assignments of teachers and other Employees with respect thereto and school related non-teaching activities, and the terms and conditions of employment as they relate to Schedules B and C.
 - 5. The Board shall have the right to require a teacher to submit to a physical or mental examination at Board expense by a licensed physician. The Association must submit a list of not fewer than five (5) or more than ten physicians no later than September 15 of each year of this contract, from which the teacher shall choose one to perform the examination. The physician shall have the right to refer to specialists at Board expense with Board approval.
- B. The exercise of the foregoing 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

DEDUCTION OF EDUCATION ASSOCIATION DUES

- A. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEA Financial Services MEA-sponsored programs (tax-deferred annuities etc.), MESSA programs not fully Employer- paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.
- B. Regular dues for Michigan Education and National Education Association shall be deducted together, as one deduction, from the first twenty (20) pay periods of each contract year.

Manton Education Association dues shall be deducted equally for the first six (6) pay periods of each year of this Agreement.
- C. Dues authorizations filed with the Superintendent on or before the 15th day of September of each year shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after the 1st day of January of each year shall be deducted from the ten (10) pay periods of the second semester.
- D. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need honor only one authorization form per year per teacher.
- E. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA and NEA which dues are to be deducted in the coming school year under such authorizations. The amount of deductions for these dues, as per said written notification, shall not be subject to change during that entire school year. It is expressly understood that the Board is not required to deduct any other assessments under the terms of this Article.
- F. For the purposes of this Article, the term "school year" shall include the period beginning with the first teacher working day of the school calendar year to the last teacher working day of the same school year.
- G. Dues deductions shall be transmitted by the Superintendent to the Association treasurer within thirty (30) days after such deductions are made. The Association shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurers of those organizations.

- H. All refunds claimed for dues of the Association, MEA, or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from all claims of excessive dues deductions.
- I. Any dispute between the Association and the Board which may arise as to whether or not an Employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the Employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- J. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

ARTICLE V

TEACHING CONDITIONS

- A. Every attempt will be made by the administration to notify all teachers concerned a day in advance whenever students are added to or transferred from previously assigned classes or schools.
- B. To relieve teachers of some non-professional jobs, the Board agrees to assign para-professionals where funds and personnel are available.
- C. The Board shall make available adequate lunchroom, restroom, and lavatory facilities, one per building, for teacher use and one room per building, which shall be used as a faculty lounge.
- D. Adequate off-street parking facilities shall be provided for teacher use during school hours.
- E. Teachers shall be required to report for duty by 8:00 A.M. and shall be at their duty station by the start of their first scheduled student contact period. Teachers shall remain for a fifteen (15) minute period after the close of the pupils' school day, except that on Fridays or on days preceding holidays or vacations, teachers may leave five (5) minutes after the close of the student day. When there is a specially scheduled examination, teachers shall remain in the building until regular dismissal time unless excused by the administration.
- F. The normal teaching load in the middle school and senior high will not exceed five (5) hours and twenty (20) minutes. The normal teaching load in the elementary will not exceed five (5) hours and thirty-three (33) minutes. Each teacher will have one unassigned preparation period, per day, of no less than forty (40) to fifty (50) minutes. Assignment to a supervised study period shall be considered a teaching period for the purpose of this Article.

- G. It is understood that, in order to be effective, every general Ed teacher needs non-contact time, (NCT), for planning lessons, preparing presentations and student materials, as well as for conferencing with students, parents, faculty teams, and outside resources. This plan/prep/conference time, (PPC), includes such current collaborative practices as team time, and common grade level prep.

During the 2004-2005 school year, PPC times will be treated as they were in the previous contract, according to the following interpretation: teachers teaching during their preparation/team/planning time would be reimbursed for the documented times. Teachers teaching one-half (½) time in the elementary school and one-half (½) time in the middle or high school would receive a pro-ration of reimbursement for their production time. Additionally, an elementary teacher that is asked to teach during their scheduled CCC lab time will receive compensation.

Current Plan/Prep/Conference practices are as follows:

HIGH SCHOOL

Sixty (60)-minute block of PPC per day.

MIDDLE SCHOOL

At least a forty (40)-minute PPC and a thirty (30)-minute team block per day.

ELEMENTARY

At least a forty (40)-minute block per day and a thirty (30)-minute CCC Lab block at least three times per week. When scheduling elementary enrichment activities for the forty (40) minute PPC, every effort will be made to schedule common PPC for teachers of the same grade level at least once per week.

- H. Teachers who work outside the duty day will be compensated for the additional time at their hourly rate of pay. This means scheduled IEP meetings, after school or summer work, parent-teacher conferences, in-service and so forth.
- I. All teachers shall be entitled to a duty-free uninterrupted lunch period of no less than thirty (30) minutes.
- J. In the event that changes in a teacher's schedule are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association is notified with a written statement of reasons why this was considered necessary.
- K. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, and extra duties enumerated in Schedules B-1 and summer school courses, shall be with the consent of the teacher. Preference in making

such assignments will be given to teachers regularly employed in the District, keeping in mind that no teacher shall apply for a position held by another teacher.

- L. All attempts will be made to ensure that class sizes K-2 will not have more than twenty (20) students as possible, and all attempts will be made to ensure that class sizes grades 3-4 will not have more than twenty-five (25) students per class. No academic level academic class shall consist of over thirty (30) students. If this is not possible, then the teacher will be consulted and a mutual agreement reached. If an impasse is reached, it will be resolved by the Professional Practices Committee. *If the Committee decides the teacher should take over thirty (30) students, the teacher shall receive extra pay for each student over thirty (30), at the rate of two hundred fifty dollars (\$250) per student per teaching period taught per semester in excess of thirty (30). The elementary and middle school teaching load shall be divided into the same six (6) period day as the senior high for the purpose of this article. It is understood that in the elementary, students are taught for five (5) of six (6) possible periods per day.
- M. Textbooks shall be changed when principal and teacher recommend to the Board and funds are available. No textbooks over six (6) years old shall be used in any academic class unless reviewed and found acceptable by both the teacher and administration.
- N. No teacher shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges, or other actions of a disciplinary nature) without just cause, except that this clause shall not be applicable to Schedule B items or release of non-tenured teachers.
- O. The Board shall maintain in the teachers' lounge a copy of written Board Policy updated as changed by the Board.
- P. No teacher shall be required to perform related medical services (such as, but not limited to, changing diapers, tracheotomy and catheterization cleaning) for any students. Teachers may be asked to serve as a witness.

ARTICLE VI

SUBSTITUTE TEACHERS

Teachers will be informed of a telephone number they may call before 6:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

ARTICLE VII

NON-FULL TIME TEACHERS

- A. A non-full time teacher is a teacher whose daily and weekly work schedule is less than the daily/weekly schedule of the normal contract year.

- B. Non-full time teachers shall receive the same rights and benefits provided by this agreement, as do full time teachers, but prorated to their time worked.
- C. Teachers hired for less than a full contract year shall receive insurance benefits, except LTD, for the fraction of twelve (12) months that is equal to the fraction of the contract year for which they were hired, rounded to the nearest whole month, except as limited by insurance carrier.
- D. Non-full time teachers shall accrue seniority and ascend the salary schedule at the same rate as teachers working full days.
- E. Non-full time teachers who work outside their contracted daily/weekly work schedule will be compensated at their regular hourly rate in the same manner as full time teachers are compensated. This means compensation for PT conferences, in-service, and so forth.

ARTICLE VIII

NON-GENERAL EDUCATION TEACHERS

- A. Non-general education refers to positions such as, but not limited to, counselor, social worker, librarian, Title I reading specialist, transition room supervisor, and special education teachers.
- B. It is understood that non-general education teachers are entitled to the same salary/fringe schedules and daily work day as are general education teachers, but that the daily schedule is unique and varies daily, and therefore must be set by the individual. It follows that the constraints of prep/plan/conference time general education teachers follow need not always apply to non-general education teachers.
- C. Non-general education teachers who work outside the duty day will be compensated for the additional time at their hourly rate of pay. This means scheduled IEP meetings, community classes taught by social workers, summer or after school work hours by the librarian, and so forth.
- D. Special Education: Directional Statement

While the parties acknowledge the policy of Least Restrictive Environment (LRE) is legally mandated, they also recognize the extent to which any individual impaired student should participate in regular general education programs and services must be appropriate to that student's unique needs determined by an Individual Educational Planning Committee (IEPC) on an individual basis.

Further, the parties recognize that whether any impaired student's participation in general education programming can be achieved satisfactorily will depend upon the multiplicity of factors including, most notably, proper planning and coordination of the student's general and special education programming, appropriate supportive assistance to general education personnel (e.g., training regarding the teaching/training of the impaired student in the general

education classroom, access to consultative special education personnel and provisions for support personnel) and the reasonableness of the demands placed upon general education classroom personnel (and the impaired students in those general education classrooms). It is understood that general education curriculum may be modified with parent knowledge.

E. IEPC Participation

Any bargaining unit member who will be providing instructional or other services to an impaired student in a general education classroom setting shall be invited, in writing, to participate in the Individual Educational Planning Committee (IEPC), which may initially place the student in a general education classroom. A substitute shall be provided for any teacher so involved, if necessary. Bargaining Unit Members will be notified in writing of each IEPC held to continue placement. General Education and Non-General Education teachers who are scheduled to meet for an IEPC outside the regular workday will be compensated for their time at their regular hourly rate of pay or with comp time, whichever the teacher requests.

F. Accountability/Liability

In accordance with 34 CFR 300.349, no Bargaining Unit Member shall be disciplined if an impaired student, while participating in a general education classroom or otherwise, does not achieve the growth projected in the student's annual goals and objectives.

- G. The Employer agrees to indemnify Bargaining Unit Members against any damages, fines, legal fees or other costs that may result as a consequence of implementing the Least Restrictive Environment mandate in the proper performance of their duties. Modifying special needs students' general education plan is permissible.
- H. The Board agrees to observe the State and Federal Laws regarding allowable deviation time lines for caseload and/or class size overloads. Special Education teachers that are over their caseload limits shall receive compensation per student over at the same rate that general education teachers receive compensation for class size overloads.
- I. Special Education teachers have the same plan/prep/conference time as general education teachers in their buildings. In addition, they will receive five (5) days to be used as needed to complete paperwork required by the District and/or the State and Federal Government.
- J. A Special Education Coordinator shall be hired to bring about continuity for the K-12 special education students and their teachers, and to oversee common assessments and provide District wide standards. The Coordinator will identify all students that qualify for MI-ACCESS testing and insure that the testing is completed. The Coordinator will act as a liaison between the ISD, the Board, and the teachers.

ARTICLE IX
TEACHER PROTECTION

- A. Definition of Professional Practices Committee:
- The Professional Practices Committee is a committee of the Manton Education Association, approved by the membership. Its functions are those given it by this Agreement and other matters of internal Manton Education Association concern.
- B. Any complaints by a parent of a student directed toward a teacher shall be put in writing by the parent and called to the teacher's attention within five (5) school days or dropped. Any discipline imposed shall be appropriate to the severity of the offense. Teachers shall be expected to exercise reasonable care with respect to the safety of the pupils and property, but shall not be individually libel, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- C. The office personnel file for each teacher shall be maintained in the central school office. Any material shall be brought to the attention of the teacher before being placed in his/her file. If the teacher disagrees with the material he/she shall have the right to file a written response within ten (10) days and such response shall be filed in his/her personnel file.
- D. A teacher shall have the right by appointment to review the contents of all records, excluding initial references, of the District pertaining to said teacher, originating after initial employment, and to have a representative of the Association present during such review.
- E. The teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof outside of school hours shall be grounds for any discipline or discrimination with respect to the professional employment of the teacher.
- F. FOIA (Freedom of Information Act): All items placed into files that can be accessed through FOIA must be initialized by the teacher prior to being placed in the file. When a person, other than the Employee(s) given direct responsibility of managing the files, asks to see an Employee file, the Employee whose files are being requested will be notified immediately and the maximum time permitted by law will be taken before files are shown or turned over unless the teacher whose files are being requested waives this action upon notification.
- G. Loss of time, injury at school. Any injury, including assaults, which arises out of or occurs in the course of employment of a teacher shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a workers' compensation claim is to be filed. If a teacher is involved in an assault, or any injury and the administration determines that the teacher has acted within the scope of Board policy, the teacher will not suffer loss of sick days as a result of the injury or assault. Further, the District will supplement compensation (if not determined to be an "offset" under the workers compensation rules) to the extent to bring the total compensation to the current salary level of the injured or assaulted staff person when only partial wages are being paid by workers compensation, LTD and/or social

security disability, but no longer than the equivalent of the qualification period for LTD. Insurance benefits will be provided by the District for the same period.

- H. The board shall reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty for the school or on school premises, provided that such loss is not the fault of the teacher due to negligence, and provided that such loss is not covered by the owner's insurance or school insurance.
- I. There shall be no use of profanity, obscenity, or demeaning comments directed towards any teacher by any administrator, supervisor or support staff of the Manton Consolidated Schools.
- J. No teacher shall be disciplined, (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges, or other actions of a disciplinary nature) without just cause, except that this clause shall not be applicable to Schedule B items or release of non-tenured teachers. The Board agrees the concepts of due process and progressive discipline shall be followed. Any discipline imposed shall be appropriate to the severity of the offense.
- K. No teacher shall be required to perform related medical services (such as, but not limited to, changing diapers, tracheotomy and catheterization cleaning) for any students. Teachers may be asked to serve as a witness.
- L. No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notation thereof be included in said teacher's personnel file unless the complaint is signed and such matter is promptly reported in writing to the teacher concerned, and, at the teacher's option, the Professional Practices Committee. If any question of a breach of professional ethics is concerned, then the Professional Practices Committee and the Administration together shall decide on the action to be taken.
- M. Minor incidents involving a teacher may be retained in a separate personnel file. If at the end of the academic year the administration feels that the cumulative value of these incidents is important, they may become a part of the teacher's personnel file. In such cases Section D must be observed.

ARTICLE X

PROFESSIONAL BEHAVIOR

- A. A teacher may have present a representative of his choice from the Association when he/she is being reprimanded orally or in writing for any infraction of rules or delinquency in professional performance. All information forming the basis for disciplinary action will be made available in writing to the teacher before the written reprimand.
- B. It is understood by the Board and the Association that as professionals, teachers should be willing to attend faculty meetings.

ARTICLE XI

STUDENT DISCIPLINE

- A. The administration will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and throughout the school, provided the teacher is within the law and student handbook guidelines.
- B. Teachers will give all reasonable support and assistance to the administration with respect to the maintenance of control and discipline in the classroom and throughout the school.
- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing, but no later than the teacher's contractual departure time.
- D. No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notation thereof be included in said teacher's personnel file unless the complaint is signed and such matter is promptly reported in writing to the teacher concerned, and, at the teacher's option, the Professional Practices Committee. If any question of a breach of professional ethics is concerned, then the Professional Practices Committee and the Administration together shall decide on the action to be taken.

ARTICLE XII

ABUSE OF CONTRACT

- A. When, in the opinion of the administration, a teacher (or teachers) abuses the terms or spirit of this agreement, the situation may be brought to the attention of the Professional Practices Committee of the Manton Education Association.
- B. After the Professional Practices Committee has taken action to end the abuses of the contract on the part of a teacher, the Board, with the agreement of the Professional Practices Committee, shall have the power to reduce the pay of the offender in accordance with the abuses.

ARTICLE XIII

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement by the Board may be processed as a grievance as hereinafter provided.

A grievant believing him wronged by an alleged violation of the express provisions of this contract (or written board policy) shall within twenty (20) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same in the presence of an Association representative. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed to "B" within five (5) days of said discussion.

- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule D, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor.
- C. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three days of such meeting, and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board and the Association shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association and the Board.
- F. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- G. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XIV

TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least once each semester. Tenure teachers shall be evaluated at least once in every two years, or less at the discretion of the Administration. All teacher requests for evaluation will be honored.
- B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.
- C. All monitoring or observation of work of a teacher shall be conducted openly and with full knowledge of the teacher. At the start of a school year, a teacher may request a different format for their evaluation. The teacher and the evaluator will agree upon the format before September 30th of the year being evaluated. The evaluation form shall become a part of the teachers' handbook. Teachers must sign the evaluation, stating that they have read it, when it is presented to them within 60 calendar days of the conclusion of the formal evaluation process. Teachers have the option of writing a comment to the evaluation.
- D. A copy shall be furnished and discussed with the teacher once each evaluation period. If the report contains any information not previously made known to and discussed with the teacher, the teacher shall have an opportunity to submit additional information to the superintendent.
- E. Each teacher shall have the right upon request to review the contents of his own personnel file with the exception of credentials obtained at the time of employment from colleges, placement bureaus, or other school systems. A representative of the Association may, at the teacher's written request, accompany the teacher in this review.

ARTICLE XV

VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the superintendent in his/her judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be considered vacant.
- B. Whenever a vacancy arises or is anticipated in a teaching or administrative position, regardless of the circumstances leading to the vacancy, the Superintendent or his/her designee shall post notices on the teachers' bulletin board and notify the Association at least two weeks before filling the position or obtain a waiver from the Association. If a vacancy occurs during the summer, all members of the faculty shall be notified by mail. Vacancies shall be filled on a basis of experience, competency and qualifications of all applicants. Teachers may apply for

any vacancies and they shall be evaluated along with other applicants. Under no circumstances shall a member of the teaching staff be evaluated by a fellow faculty member. It is understood that this refers to internal transfers only, and that teachers may be involved in an external candidate's interview process. In the event that a current staff member is not hired for the vacancy, a written explanation shall be given to the staff member explaining why they did not receive the position.

- C. An involuntary transfer will be made to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer.

ARTICLE XVI

PAID LEAVES OF ABSENCE

- A. At the beginning of each school year, each teacher shall be credited with a ten-(10) day sick leave allowance to be used for absences caused by illness or disability of the teacher and/or immediate family. The unused portion shall accumulate from year to year up to a maximum of one hundred thirty (130) days.

Teachers using two (2) sick days or less in a given year will be given four hundred dollars (\$400) at the end of the school year.

Pregnancy and recovery therefrom shall be treated on the same terms and conditions as are applied to other temporary disabilities.

- B. At the beginning of each school year each teacher shall be credited with three (3) personal business leave days for the purpose of transacting business of an urgent nature, which cannot be transacted at times other than normal working hours. It is expressly understood that these days may not be used to extend vacations or holidays. The third personal day, if used, will be docked from the teacher's sick leave account.

The administration shall have three (3) days notice except in case of emergencies and shall respond to a request within forty-eight (48) hours.

Unused personal business days shall accumulate as sick leave.

- C. Three (3) days shall be provided for each death in the immediate family. Additional days may be granted and charged to sick leave if approved by the Superintendent. Immediate family shall be defined throughout this contract as spouse, siblings, children, grandchildren, parents, grandparents, parents-in-law and household dependents, and stepchildren.
- D. The teacher may take one (1) day per death to attend the funeral of any person if approved by the Superintendent and charged to sick leave.

- E. The teacher may take two (2) days for professional improvements paid for by the school District. These days must be submitted to the principal three days in advance. These shall be used for:
1. Visitation to view other instructional techniques or programs.
 2. Conferences, workshops, or seminars conducted by colleges, universities, or professional teacher/athletic organizations.

The teacher may be required to file a written or oral report within one (1) week of use of these days to building principal.

- F. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall receive his/her regular school pay and turn over any compensation received for such duties to the school District.
- G. It is understood that seniority and insurance benefits shall continue uninterrupted during any paid leave of absence.
- H. A teacher who is not a member of sick bank who has exhausted his/her sick leave may borrow up to twenty (20) days, in advance of accrual, with the approval of the Board. No additional sick days shall be granted until the loan is repaid.

I. SICK BANK

1. The Board of Education will cooperate in the operation of a Sick Leave Bank. All certified professional personnel of the bargaining unit may participate in the bank on a voluntary yearly basis. Exceptions to this Article will be individuals who are on a short or long-term disability.
2. The primary purpose of the Sick Leave Bank is to protect an Employee's earning power during periods of protracted and unavoidable absence due to his/her incapacity to perform the responsibilities of his/her assignment.
3. Each teacher will automatically participate in the Sick Leave Bank, unless he/she objects, at which time they may opt out of the program. Initial participation requires the donation of two (2) days.
4. A member will donate one (1) day of his/her sick leave to the bank only when the tabulation drops below two hundred (200) days. When the bank falls below the two hundred (200) days, an additional day will be taken from all participating members at the start of the following year. Any sick time over one hundred thirty (130) days will be donated to the sick bank.
5. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.

6. Members of the sick bank will need to use all sick time, plus borrow five (5) days of the next year's sick time before they may draw from the sick bank. Days from the sick bank may not be used to repay borrowed days.
 7. Maximum withdrawal will not exceed one hundred (100) days per person per year. When, and only when, the teacher is eligible for LTD, the total amount of days that may be withdrawn shall be no more than the number of days needed between the member's accumulated sick leave and the time period that is required before long term disability (LTD) takes effect.
 8. In order to be eligible to draw days from the sick bank, members will need a doctor's statement including the number of days requesting or expected day of return. This doctor's statement need not contain a diagnosis if members want to maintain privacy. Members may use the sick bank for an illness of self, immediate family (spouse and children) or parents.
- J. Teachers who have pre-arranged business, funeral, or sick days will not be charged with days if school is not in session due to an act of God.
- K. Failure to comply with this Article will result in forfeiture of pay for the day or days in question.

ARTICLE XVII

UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to two (2) years may be granted upon application to any teacher for the purpose of teaching in other school Districts, states, territories, or countries; the Peace Corps or Job Corps; or a travel or work program related to his/her professional responsibilities subject to Board approval.
- B. A leave of absence of up to two (2) years may be granted upon application to any teacher for the purpose of engaging in study at an accredited college or university subject to Board approval.
- C. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

Upon return from military leave, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

ARTICLE XVIII

LAYOFF AND RECALL PROCEDURE

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.

A. LAYOFF PROCEDURE

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

1. Probationary teachers will be, whenever possible, laid off first in inverse order of their date of hire. 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, and then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e. those with the least seniority are to be laid off first. Notwithstanding past practice, for the purposes of this article, seniority is defined to mean the amount of time a teacher is employed in a certified position within the Manton School District. Seniority shall begin accumulating on a teacher's scheduled first day of work. Seniority shall accrue uninterrupted while a teacher is on paid leave of absence, unpaid leave of absence, or on leave due to an injury or accident, which is compensatable under the Employer's workers' compensation insurance.

Teachers working less than full days shall accrue seniority at the same rate as teachers working full days.

Teachers working one-half (1/2) or more of a semester shall gain one (1) full semester's seniority. Seniority of a laid-off teacher shall not be lost, but shall not again increase until that teacher is reinstated. If a laid-off teacher refuses to be rehired into any position for which he is certified, that teacher's seniority shall be lost. Seniority shall be lost for a teacher who voluntarily ceases working in a capacity represented by the Manton Education Association.

Experience in other school systems shall not count toward seniority in the Manton School District.

If two (2) or more teachers have equal seniority as determined by this article, then lots will be cast to determine their seniority rankings. The Board and Association will both be involved in the casting of lots.

The Board shall furnish the Association with a seniority listing by October 1 of each year.

3. A 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. For the purposes of this Article "qualified" shall be defined in the following manner:
 - a. For placement in a K-6 grade level elementary position, a teacher is qualified if he/she has elementary certification and a minimum of six (6) semester hours credit in elementary reading methods. The District agrees that this requirement shall be waived if the teacher has a minimum of one (1) year's experience at the K-6 level within the last five (5) years of employment within the District.
 - b. For placement in a secondary teaching position (7-12), a teacher is qualified if he/she has state certification in the area of the specific course which he/she is attempting to be assigned.
 - c. The Board will make every effort to notify the teacher(s) in the specific position(s) being reduced or eliminated, and the Association president shall be notified of expected lay-offs by July 1 of each year.

B. RECALL PROCEDURE

Recall of teachers shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that a teacher in order to be reassigned shall be certified and qualified as herein set forth to teach the specific course he/she is being assigned.

C. INDIVIDUAL CONTRACT

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 XIX

CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the

period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

ARTICLE XX

NEGOTIATION PROCEDURES

- A. A reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for a successor agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party, and each party may select its representatives from within or outside the school District. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE XXI

SEPARABILITY

- A. If any provision of this Agreement or any application of this Agreement, to any bargaining unit member or Employee or group of Bargaining Unit Members or Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall be continued in full force and effect.
- B. It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the Employer and Association/Union will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

ARTICLE XXII

SCHOOL REFORM PLANS

- A. The parties of the Agreement are aware that legislation and State Department rules make it advisable to adopt a "school improvement plan", and/or a "site-based decision making plan" or other such similar plans.
- B. Upon notification by the Employer to the bargaining agent the parties agree to commence bargaining on the plan within thirty (30) calendar days. No such plan shall be implemented until the plan negotiations have concluded and the Agreement has been ratified by both parties through the normal ratification process.

- C. A plan which is in conflict with the Master Agreement or Board policy (ies) shall not be adopted or sent to either party for the purpose of ratification.
- D. The Board and the Association recognize that Employees at individual schools are given increased responsibility pursuant to planning and problem solving which focus on improving quality and delivery of educational services.
- E. A School Improvement decision-making committee of appointed volunteers will be established for the purpose of school improvement planning. (School Improvement is defined as the pursuit of established goals to improve student achievement.) School Improvement Chairpersons will be selected at building levels and will be paid four percent (4%) for their work.

ARTICLE XXIII

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Teachers coming to the Manton Consolidated Schools with previous teaching experience, at either a public or private school will be given those years of experience by the Board. Those years shall be unlimited. Placement on the salary schedule does not allow individuals to "move up" the seniority list.

(It is understood that casting lots for lay-offs is dealt with under Article XVIII.)

- C. Teachers who teach during their preparation consultation period or the major portion thereof will be paid at the rate of fourteen dollars (\$14) per sixty (60) minutes.
- D. Teachers shall have the option of receiving their salaries in any one of the following three ways:
 - 1. Every other Friday for a total of twenty-six (26) pays.
 - 2. Every other Friday for a total of twenty (20) pays.
 - 3. A teacher may request in writing by April 30 to the superintendent that he receives all of his/her remaining salary by June 15 or following the final State Aid payment provided the teacher's obligations to the District have been completed.

- E. At the completion of twelve (12) years of service, including approved leaves of absence, teachers shall be entitled to an annual longevity pay based upon the following schedule.

13-15 years - 4% of salary
16-18 years - 5% of salary
19+ years - 7% of salary

Payments are to be made as part of the regular checks. The preceding percentages are not cumulative.

F. Pay Beyond Master's Degree

Five hundred dollars (\$500) for each fifteen (15) semester hours of graduate credit after earning a Master's Degree, or undergraduate credit if approved by the Board.

G. Graduate Credit Reimbursement

Graduate credit will be reimbursed at one-half (50%) for classes pre-approved by the superintendent at a state college or university above the first eighteen (18) earned beyond the BA/BS degree, when proof of passing is provided to the board. The District will pay up to fifty percent (50%) of twelve (12) credit hours per year.

For private or out of state college or university reimbursement, an average of per credit hour of tuition from five state universities will be calculated. The five (5) universities are Central Michigan, Saginaw Valley State, Grand Valley State, Western Michigan, and Michigan State.

ARTICLE XXIV

SEVERANCE

- A. The Board will continue to pay toward teacher retirement as it did under the previous contract.
- B. Universal Buy-In Early Retirement Incentive
1. A teacher who has who has acquired a minimum of twenty-seven (27) years of public school service and has been employed for a minimum of ten (10) years with the Manton Consolidated School system shall receive the full cost necessary to bring his/her service credit in the Michigan Public School Employees Retirement System to thirty (30) years. The full cost is the actuarial cost of purchasing the service credit. This provision provides that the teacher shall be eligible to receive benefits through MPSERS and shall be an incentive for early retirement. Retirement shall occur prior to July 1st of the year the teacher elects for early retirement except as the Superintendent and teacher shall otherwise agree.

2. "Retirement" as used in this provision shall mean severance of employment with the District; verification of an application of the teacher to MPSERS for retirement benefits from said Retirement System; and verification from MPSERS that the Employee is eligible and has applied for retirement benefits.
3. An eligible teacher shall submit an application to the Superintendent's Office prior to **March 1st** of the year the teacher elects to retire.
4. The Board shall pay the teacher the full cost required to bring the service credit to thirty (30) years pursuant to MCLA 38.1369 (F) prior to **June 1st** of the year the teacher elects to retire.
5. Teachers receiving the retirement incentive are fully responsible for all tax obligations resulting from the receipt of all payments outlined in this Agreement. Appropriate withholding deductions will be made from payments.
6. It is understood that in no event shall the Board be required to contribute for any years of service credit, which would give the retiring teacher more than thirty (30) aggregate years of service credit for retirement purposes.
7. The creation of this opportunity is intended by the parties to act as an additional benefit for those teachers who elect to voluntarily retire in order to receive benefits under the Michigan Public School Employees Retirement Act of 1979, MCLA 38.1301 et seq. In the event that any provision of this section is found to be contrary to law during the term of its existence, the parties shall meet to negotiate for a successor provision.

Teachers who have previously elected to receive the payment shall continue to be covered by these provisions, to the extent permitted by law.

8. In the future these timelines will be adhered to strictly.

C. STEP J

Any teaching Employee who resigns with an effective resignation date of three (3) school years or less, who has at least twenty (20) years of service will be placed on Longevity Step J at the time of her/his resignation is accepted by the Board or designee. Placement on Step J shall not exceed a maximum of three (3) years. Step J shall be computed by adding \$4,500 in 2005-2006, \$4,500 in 2006-2007, \$4,500 in 2007-2008, \$4,500 in 2008-2009, and \$4,500 in 2009-2010 per year (non-cumulative) to said Employee's longevity step. (Clarification: Members finishing out year two (2) or three (3) of the J-step are eligible for the increase.)

In order to affect tax savings for both the District and the Employees, the parties agree to establish a special pay plan under the terms and conditions established in this section. This special pay plan shall be a 403(b) program offered by MEA Financial Services.

Further conditions of this agreement:

The amounts payable hereunder shall be deposited by the Employer in the form of a non-elective Employer-contribution to a 403(b) plan account of each eligible Employee's choice provided through MEA-FS, except that no contribution shall cause an Employee to exceed the limitations of Section 415(c) of the internal Revenue Code. Contributions that exceed the Section 415(c) limitations shall be deposited for each affected Employee in the following calendar year and in each subsequent year until all amounts due have been deposited by the Employer. However, no Employer contribution may be deposited in any year that is later than the fifth calendar year following the year in which the Employee terminates employment with the school District. Employees shall have no cash option to this Employer 403(b) contribution.

The 403(b) policy [and the 403(b) plan document, if any] of this school District shall provide that all Employees are eligible to retire from the school District for the purpose of the District's 403(b) plan and hence may withdraw 403(b) contributions at any time before or after termination of employment to the extent allowed by the Internal Revenue Code.

Step J and Universal Buy-In Early Retirement Incentive are mutually exclusive benefits and relate only to years 28, 29, 30 of employment or earlier. Employees of the Manton Consolidated Schools currently with thirty (30) years of service or more with the Michigan Public Schools Retirement System will be eligible for this benefit if applied for on or before September 15th, of the current school year. Teachers not receiving the full three years of benefits provided by Step J may receive the remaining amount of said benefit beginning on January 1st following his/her year of retirement. This benefit is not retroactive.

Step J and the Universal Buy-In Early Retirement Incentive are mutually exclusive benefits and Step J relates only to years 28, 29, 30 of employment. (This means years 28, 29, and 30 on the Manton Consolidated Schools pay roll.) It is understood that an Employee could opt to be on Step J earlier than years 28, 29, and 30.

J Step: Upon ratification, there will be a one (1) time "enrollment period" that allows teachers over the maximum of thirty (30) years to take the J step now, and receive the salary boost for three (3) years before severance.

- D. A retiring teacher will inform the Superintendent's office in writing of the impending retirement, on or before **May 1** of the year of retirement and the Board will pay forty dollars (\$40) for each day of unused sick leave accumulation to a maximum of one hundred-thirty (130) days.

ARTICLE XXV

FRINGE BENEFITS

- A. During each year of this Agreement, the Employer shall provide to the bargaining unit member, at the cost of one hundred twenty dollars (\$120) per month to the member, MESSA PAK A with the upgrades listed below, for a full twelve (12) month period for the bargaining unit member and his/her family.

Bargaining Unit Members not selecting newly created MESSA PAK A will select MESSA PAK B at no cost to the member.

Plan A of the MESSA Pak shall contain the following benefits:

Health	Super Care II
Delta Dental	80/80/80/80: \$2500
LTD	70 %
	90 calendar day modified fill
	\$5000 maximum
	Mental/nervous same as other illness
Negotiated Life	\$50,000 AD&D
Vision	VSP-2 Silver
Preventive Care Rider	
Hearing Care Rider	

Plan B of the MESSA Pak shall contain the following benefits:

Delta Dental	80/80/80/80: \$2500
LTD	70 %
	90 calendar day modified fill
	\$5000 maximum
	Mental/nervous same as other illness
Negotiated Life	\$50,000 AD&D
Vision	VSP-2 Silver

Annuity: Monthly deposit into a Board-recognized tax sheltered annuity of the teacher's choice at the following schedule:

2003-2006	\$400.00 per month
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The Association may choose its own insurance carrier and level of insurance. If the premiums are less than the stated allowance, the Board shall add the difference to the teachers' salary for that year. This applies to both Plan A and Plan B.

- B. Persons desiring changes in family status and/or coverages that involve insurance must report the changes and complete the proper forms within thirty (30) days of said change. The Board will immediately give written notice of this requirement to newly-hired teachers.
- C. Insurance benefits for newly-hired Employees shall become effective as of the beginning of the first scheduled work day, or when the new Employee returns his/her completed insurance forms to the office, whichever occurs later. The Employer shall make the forms available from the beginning of the first scheduled workday.
- D. From time to time, in an effort to keep insurance costs down, the Association/Board/Administration will research alternative insurance carriers.

ARTICLE XXVI

SCHOOL CALENDAR

- A. For the term of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. The school calendar shall provide for one hundred eighty-one (181) student days each year and one hundred eighty-three and one-half (183 ½) staff days. One floating teacher day after the school year is over to wrap up classroom cleaning and closing.

Days missed due to labor interruptions will be re-scheduled. Teachers need not report during interruptions.

- B. Parent-teacher conferences will be scheduled once each semester with the dates to be established by mutual agreement of the Board and the Association.

CALENDAR
2004-2005

AUGUST 25	FIRST DAY FOR STUDENTS
SEPTEMBER 6-9	LABOR DAY
OCTOBER 16	NO SCHOOL-TEACHER INSERVICE
NOVEMBER 5, 6, & 7	½ DAY FOR STUDENTS (PARENT-TEACHER CONFERENCES)
NOVEMBER 15	NO SCHOOL- DEER SEASON
NOVEMBER 25 & 26	THANKSGIVING
DECEMBER 22-JANUARY 2	CHRISTMAS BREAK
JANUARY 3	SCHOOL RESUMES
JANUARY 14	½ DAY – TEACHER WORK DAY
FEBRUARY 18	NO SCHOOL-TEACHER INSERVICE
FEBRUARY 21	NO SCHOOL- PRESIDENT’S DAY
MARCH 23 & 24	½ DAY FOR STUDENTS (PARENT-TEACHER CONFERENCES)
MARCH 25	NO SCHOOL- GOOD FRIDAY
MARCH 28-APRIL 1	SPRING BREAK
APRIL 4	SCHOOL RESUMES
MAY 30	NO SCHOOL- MEMORIAL DAY
JUNE 3	LAST DAY OF SCHOOL
JUNE 5	GRADUATION

CALENDAR
2005-2006

August 24	First Day for Students
September 2-5	No School – Labor Day
September 14	½ Day Students – In-service
October 5-6	Parent/Teacher Conference
October 7	Half-day school
November 15	No School – Deer Season
November 24-25	Thanksgiving Break
December 22 – January 3	Christmas Break
January 3	School Resumes
January 20	½ Day Students – End First Semester
February 17	No Students – In-service
February 20	No School - President's Day
March 23 & 24	½ Day for Students/ Parent-Teacher Conferences
March 27-31	Spring Break
April 14	No School - Good Friday
May 29	No School – Memorial Day
June 1	Last Day of School

SCHEDULE A

For the school year 2005-2006 the Employer agrees to increase the current salary schedule by 1.25% in the first pay period of September and an additional 1.25% increase in the first pay period of the second semester.

SALARY SCHEDULE 2005-06

1st Semester BA	1st Semester MA	Step	2nd Semester BA	2nd Semester MA
\$32,242	\$34,842	0	\$32,640	\$35,240
\$34,014	\$36,614	1	\$34,434	\$37,034
\$35,787	\$38,387	2	\$36,229	\$38,829
\$37,559	\$40,159	3	\$38,022	\$40,622
\$39,332	\$41,932	4	\$39,817	\$42,417
\$41,101	\$43,701	5	\$41,609	\$44,209
\$42,874	\$45,474	6	\$43,404	\$46,004
\$44,648	\$47,248	7	\$45,199	\$47,799
\$46,421	\$49,021	8	\$46,994	\$49,594
\$48,192	\$50,792	9	\$48,787	\$51,387
\$49,965	\$52,565	10	\$50,582	\$53,182
\$51,735	\$54,335	11	\$52,373	\$54,973

**MANTON EDUCATION ASSOCIATION
JULY 1, 2003-JUNE 30, 2010
AS AMENDED JULY 1, 2005**

PLEASE NOTE THE FOLLOWING CORRECTION TO PAGE 30, SCHEDULE B:

SUBSTITUTING IN CLASSES	0-30 MIN	\$ 7
	31-60 MIN	\$14
	61-90 MIN	\$21

*EP Colvin
OK
Jim Schuler 3/3/06*

SCHEDULE B

All Schedule "B" positions are paid per year. Extra pay for extra duty (%) of the BA schedule based on prior years of experience in the activity.

*Department Heads	4%
Vocational Home Economics	3%
OM Coaches	2%
Debate	3%
Forensics	3%
Advisors:	
Junior - Senior Drama/Play	\$1,000
Senior Class	3%
Junior Class	4%
Sophomore Class	2%
Freshman Class	1%
Eighth Grade Class	1%
Seventh Grade Class	1%
Student Council Advisors	
Middle School	3%
High School	3%
Spanish Club	1.5%
Varsity Club	1%
Choir Director	3%
Outdoor Education Director	6%
Student Recognition Coordinators (3)	
One per grade grouping	\$1,000 each
If only two grade groups have coordinators	\$1,500 each
(No more than \$1,500 will be paid for any one grade group)	
Middle School Trip Coordinator	3%

Any Board approved club shall be based upon job description.

Art Club	1%
Ski Club	1%
Safety Patrol	1%
Honor Society	2%
Elementary Christmas Program	\$300
Substituting in classes	0-30 Min. -\$7
	31-60 Min. -\$12
	61-90 Min. -\$25
	(or comp time)
Driver Education (Summer classroom and/or behind the wheel)	2003 - \$20.00 per hour
	2004 - \$21.00 per hour
	2005 - \$22.00 per hour
	2006 - \$22.00 per hour
	2007 - \$22.00 per hour

Manton EA 2003-2006
as amended 2005-2010

2008 - \$22.00 per hour
2009 - \$22.00 per hour
2010 - \$22.00 per hour

Kindergarten Testing	per deim teacher pay rate
Counselor (up to twenty (20) day's work)	At reg. school-year rate of pay
Band Director	9%
Year Book Advisor	4%
Publications Advisor	4%
Special Education Coordinator	4%

*Department Heads will be selected at building levels.

The administration may not involuntarily transfer a currently unassigned teacher into the extra duty portion of the above positions.

For the purpose of reporting Employee wages to the State retirement system, it may be necessary for Schedule B and C percentages, when computed at the hourly rate, to be rounded up to the nearest dollar.

SCHEDULE C

Athletics

The percentages below refer to that percent of coaching step. Extra pay for extra duty (%) of the BA schedule based on prior years of experience in the activity.

Football		
Head Varsity		10%
Assistant (4)		7%
Jr. High (2)		3%
Basketball		
Head Varsity		10%
J.V.		7%
9th Grade		4%
8th Grade		3%
7th Grade		3%
Baseball		
Head		10%
JV/ Varsity Assistant		7%
Golf		
Head		9%
Softball		
Head		10%
JV/ Varsity Assistant		7%
Wrestling		
Head		10%
Jr. High		3%
Assistant		7%
Track		
Head Boys		10%
Head Girls		10%
Boys' Assistant		7%
Girls' Assistant		7%
Jr. High Boys		3%
Jr. High Girls		3%
Head Cross Country		9%
Jr. High Cross Country		3%
Volleyball		
Head		10%
J.V.		7%
9th Grade		4%

Manton EA 2003-2006
as amended 2005-2010

8th Grade	3%
7th Grade	3%
Cheerleader Advisor	
J.V. and Varsity (Football)	6%
J.V. and Varsity (Basketball)	6%
Freshman	1%
8th Grade	1%
7th Grade	1%
Physical Trainer	7%

SCHEDULE D

PROFESSIONAL GRIEVANCE REPORT

School District: _____ Grievance Number: _____

School: _____ Date of Violation: _____

Date of Grievance: _____

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other state of the professional grievance procedure, or to adjust or settle the same.

STATEMENT OF GRIEVANCE: _____

REMEDY REQUESTED: _____

Approved for processing:

Signature of Grievant
(Use reverse side for additional signatures if more than one grievant.)

Principal's Disposition:

Date _____
Signature of Principal

Association's Disposition: Satisfactory _____ Unsatisfactory _____ Date: _____

Superintendent's Disposition:

Date _____
Signature of Superintendent

Association's Disposition: Satisfactory _____ Unsatisfactory _____ Date: _____

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2005, and shall continue in effect through the 30th of June, 2010. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. It is understood that various language articles will be reopened as mutually agreed upon by both sides. It is further understood that a salary which benefits both the Board and the Association will be negotiated annually, but that insurance coverage and Employee contribution will remain status quo unless of an economic necessity. In the event of an upward economic turn in the State of Michigan, this contract will be opened for the purpose of negotiating a multi-year financial package.

EDUCATION ASSOCIATION

By: *RP Colman*
President

By: *Paul [Signature]*
President

Date: *12/21/05*

BOARD OF EDUCATION

By: *Harold L. Ribbe*
President

By: *Ruthen [Signature]*
Treasurer

Date: *1/10/06*

LETTER OF UNDERSTANDING

(1)

The following will serve a Letter of Understanding between the Manton Education Association and the Manton Consolidated Schools Board of Education.

Mentor Teachers

- A. District Administration agrees to fully support the mentoring program. Individual building administrators agree to provide support and assistance to Mentors in their building. All administrators agree not to request any information from Mentors regarding Mentees that may be used to evaluate any Mentee. They also agree not to use any information that was gathered from a Mentor and Mentee.
- B. The Association agrees to fully support the Mentoring program and the work of the Mentors. The Association further agrees to jointly administer the program with the Board. The Association's Professional Practices Committee (PPC) further agrees to assist with Mentor recruitment, selection, and assignment. The PPC also agrees to act as a liaison between Mentors/Mentees and the Board.
- C. Mentors agree to abide by the outlined job description and complete the PRIME activities. Mentors further agree to attend additional training when appropriate, participate in all group meetings/activities, and assist with Mentor assignments when requested.
- D. Participation as a Mentor teacher shall be voluntary.
- E. Such mentor teachers shall be tenured teachers. It is understood and agreed that mentor teachers may also be retired teachers or college professors as allowed by law. No mentor will be assigned more than one probationary teacher per year without Association approval.
- F. A mentor teacher shall work with probationary teachers from a related area of expertise, responsibility, or experience.
- G. A mentor teacher may have released time as approved by his/her principal to use to observe or otherwise be available to the probationary teacher assigned.
- H. The mentor teacher shall assist the probationary teacher in planning with the administration the fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher.
- I. It is understood and agreed that a mentor teacher may not continue in that position from year to year unless to do so by the principal. The probationary teacher involved shall have input into this process.

- J. Mentors are expected to use a log to document twenty (20) hours a semester. This time includes weekly in-person or telephone contacts, conferences, and impromptu contacts when needed. This log shall be given to the building principal at the conclusion of the school year.
- K. Mentor Teachers shall be reimbursed at the rate of three percent (3%) based on prior years experience.

Manton EA Salary Schedule 2006-07

Step	BA	MA
0	\$33,374	\$35,974
1	\$35,209	\$37,809
2	\$37,044	\$39,644
3	\$38,877	\$41,477
4	\$40,713	\$43,313
5	\$42,545	\$45,145
6	\$44,381	\$46,981
7	\$46,216	\$48,816
8	\$48,051	\$50,651
9	\$49,885	\$52,485
10	\$51,720	\$54,320
11	\$53,551	\$56,151