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6/30/2003

**AGREEMENT**

**between the**

**MANTON CONSOLIDATED SCHOOLS BOARD OF  
EDUCATION**

**and the**

**MANTON EDUCATION ASSOCIATION**

**July 1, 2000 – June 30, 2003**

*Manton Consolidated*

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This Agreement entered into this 1st day of July, 2000, 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 Headstart, 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**

#### **RIGHTS OF THE BOARD**

- A. It is recognized and agreed that the Board, on its own behalf and on behalf of the electors of the district, has retained and reserved unto itself, as its sole and exclusive responsibility, 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 except as limited by this Agreement.
- B. 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 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.

### **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 20 pay periods of each contract year.

Manton Education Association dues shall be deducted equally for the first six 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 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 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 EN 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. All teachers concerned shall be notified whenever students are added to or transferred from previously assigned classes following the first marking period of the school year.
- B. To relieve teachers of some non-professional jobs, the Board agrees to assign teacher aides where funds and personnel are available.
- C. The Board shall make available adequate lunchroom, restroom, and lavatory facilities for teacher use and one room which shall be used as a faculty lounge.
- D. Adequate off-street parking facilities shall be provided for teacher use during school hours.
- E. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' regular school day in the morning and at his teaching station fifteen (15) minutes before the start of the first scheduled 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 shall remain until buses leave.

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 six (6) periods of pupil contact per day, not to exceed 5 hours and 20 minutes. The normal teaching load in the elementary will not exceed 5 hours and 33 minutes per day. Each teacher will have one unassigned preparation period, per day, of not less than 40 minutes. Assignment to a supervised study period shall be considered a teaching period for the purpose of this Article.
- G. All teachers shall be entitled to a duty-free uninterrupted lunch period of no less than thirty (30) minutes.



- H. 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.
- I. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, 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.
- J. No academic class shall consist of over 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 30 students, the teacher shall receive extra pay for each student over 30, at the rate of \$250 per student per teaching period taught per semester in excess of 30. The elementary and middle school teaching load shall be divided into the same seven (7) period day as the senior high for the purpose of this article. It is understood that in the elementary, students are taught for six (6) of seven (7) possible periods per day.
- K. Textbooks shall be changed when principal and teacher recommend to the Board and funds are available. No textbooks over seven years old shall be used in any academic class unless reviewed and found acceptable by both the teacher and administration.
- L. 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.
- M. The Board shall maintain in the teachers' lounge a copy of written Board Policy updated as changed by the Board.
- N. 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.

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. The third personal day, if used, will be docked from the teacher's sick leave account.

The administration need not grant more than one personal day in the elementary and one personal day in the secondary per day, except in case of emergency.

The administration shall have three (3) days notice except in case of emergencies.

Unused personal business days shall accumulate as sick leave. Failure to comply with this Article will result in forfeiture of pay for the day or days in question.

- C. Three 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 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 a maximum of one (1) day sick leave for each illness in his/her immediate family unless extended by the superintendent or building principal.

- F. The teacher may take two (2) days for professional improvements. 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 week of use of these days to building principal.

- G. 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.

- H. It is understood that seniority and insurance benefits shall continue uninterrupted during any paid leave of absence.

- I. A teacher who has exhausted his 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.
- 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. 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 \$25.00 for each day of unused sick leave accumulation to a maximum of 120 days.

## **ARTICLE VIII**

### **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 IX**

### **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 X**

### **PROFESSIONAL BEHAVIOR**

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.

## **ARTICLE XI**

### **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 is 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 compensable 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 or more of a semester shall gain one 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 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 XII

#### 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 XIII

### 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 181 student days each year and 183-1/2 staff days.

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.

## ARTICLE XIV

### PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Fully qualified degreed teachers may be allowed up to five years teaching experience outside this system at the discretion of the Board.
- C. Teachers who teach during their preparation consultation period will receive an additional amount equivalent to that proportion of the teacher's day and that teacher's step on their respective salary schedule. (This means a semester or the major portion thereof.)
- 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 pays.
  2. Every other Friday for a total of twenty 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. The Board will continue to pay toward teacher retirement as it did under the previous contract.

- F. At the completion of 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 - 3% of salary 16-18 years - 4% of salary 19+ years – 6% of salary

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

G. 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.
8. The Board shall pay a teacher \$17,200 in a lump sum payment prior to September 1st of the year the teacher elects to retire or payable in payments spread out within three (3) years from the date of the teacher's retirement at the teacher's discretion.

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

- H. Pay Beyond Master's Degree - \$500 for each 15 semester hours of graduate credit after earning a Master's Degree, or undergraduate credit if approved by the Board.

#### **ARTICLE XV**

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 XVI**

##### **STUDENT DISCIPLINE AND TEACHER PROTECTION**

- 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.

- E. 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.
- F. The Board agrees that the concepts of due process and progressive discipline shall be followed.

Any discipline imposed shall be appropriate to the severity of the offense.

- G. There shall be no use of profanity or obscenity directed towards any teacher by any administrator or supervisor of the Manton Consolidated Schools.

## **ARTICLE XVII**

### **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 if related to a disciplinary matter, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board to the grievant 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 XVIII**

### **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 XIX**

### **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.


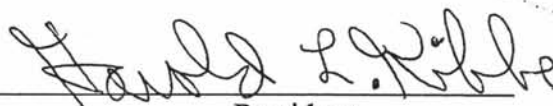
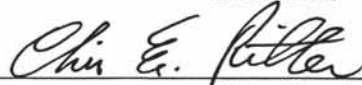
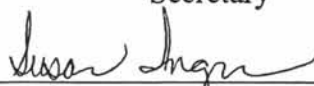
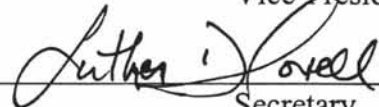
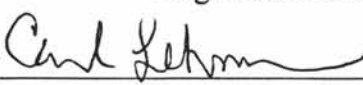

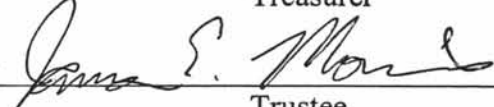
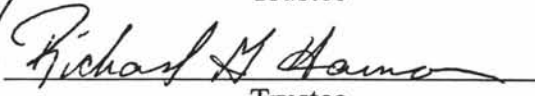
ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2000, and shall continue in effect through the 30th of June, 2003. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By  _____ President	By  _____ President
By _____ Secretary	By  _____ Vice-President
By  _____ Negotiation Committee	By  _____ Secretary
By  _____ Negotiation Committee	By  _____ Treasurer
By _____ Negotiation Committee	By  _____ Trustee
By _____ Trustee	By  _____ Trustee

Dated this 13th Day of August, 2001.

(Contract ratified November 6, 2000)

## 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. School Improvement is defined as the pursuit of established goals to improve student achievement.

## ARTICLE XXIII

### FRINGE BENEFITS

- A. During each year of this Agreement, the employer shall provide, without cost to the bargaining unit member, MESSA PAK Plan A, or B for a full twelve (12) month period for the bargaining unit member and his/her family.

Bargaining unit members not selecting MESSA PAK Plan A will select MESSA PAK Plan B.

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

Health	Super Care II
Delta Dental	80/80/80: \$1300
LTD	70 %
	90 calendar day modified fill
	\$5000 maximum
	Mental/nervous same as other illness
Negotiated Life	\$50,000 AD&D
Vision	VSP-2

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

Delta Dental	80/80/80: \$1300
LTD	70 %
	90 calendar day modified fill
	\$5000 maximum
	Mental/nervous same as other illness
Negotiated Life	\$50,000 AD&D
Vision	VSP-2

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

2000-01	\$205.53
2001-02	\$217.65
2002-03	\$230.71

2000-2001 \*Plan A - Full family additional annual health insurance allowance - \$733.19  
 \*\*Plan B - Additional annual insurance allowance - \$104.64

Maximum Allowance: Plan A - \$8,798.28 Plan B - \$1,255.68

\*Currently \$8,798.28 \*\*Currently \$1,255.68

2001-2002 \*Plan A - Full family additional annual health insurance maximum allowance - \$777.18

\*\*Plan B - Additional annual insurance maximum allowance - \$110.25

Maximum Allowance: Plan A - \$9,326.16 Plan B - \$1,323.00

2002-2003 \*Plan A - Full family additional annual health insurance maximum allowance - \$823.81

\*\*Plan B - Additional annual insurance maximum allowance - \$116.87

Maximum Allowance: Plan A - \$9,885.75

Plan B - \$1,402.38

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 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. Teachers hired for less than a full contract year shall receive insurance benefits, except LTD, for the fraction of 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.

## ARTICLE XXIV

### SPECIAL EDUCATION

#### A. 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 handicapped student should participate in regular 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 handicapped student's participation in regular education programming can be achieved satisfactorily will depend upon the multiplicity of factors including, most notably, proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular education personnel (e.g., training regarding the teaching/training of the handicapped student in the regular education classroom, access to consultative special education personnel and



provisions for support personnel) and the reasonableness of the demands placed upon regular education classroom personnel (and the non-handicapped students in those regular education classrooms).

B. IEPC Participation

Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular 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 regular 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.

C. Accountability/Liability

In accordance with 34 CFR 300.349, no bargaining unit member shall be disciplined if a handicapped student, while participating in a regular education classroom or otherwise, does not achieve the growth projected in the student's annual goals and objectives.

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.

**SCHEDULE A**  
**SALARY SCHEDULE**

	2.8%		2.8%		2.8%	
	2000-2001		2001-2002		2002-2003	
	BA	MA	BA	MA	BA	MA
0	29,250	30,850	30,069	31,669	30,911	32,511
1	30,857	32,457	31,721	33,321	32,609	34,209
2	32,465	34,065	33,374	34,974	34,309	35,909
3	34,073	35,673	35,027	36,627	36,008	37,608
4	35,680	37,280	36,679	38,279	37,707	39,307
5	37,287	38,887	38,331	39,931	39,404	41,004
6	38,895	40,495	39,984	41,584	41,104	42,704
7	40,504	42,104	41,638	43,238	42,804	44,404
8	42,111	43,711	43,290	44,890	44,504	46,104
9	43,719	45,319	44,943	46,543	46,202	47,802
10	45,327	46,927	46,596	48,196	47,901	49,501
11	46,933	48,533	48,247	49,847	49,598	51,198

## 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.

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	9%
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	Up to 3 compensation days per year in years when a major trip is planned.

Any Board approved club shall be based upon job description.

Art Club	1%
Ski Club	1%
Safety Patrol	1%
Honor Society	2%
Substituting in classes	0-30 minutes--\$6.00 31-60 minutes--\$12.00 61-90 minutes--\$18.00 or comp time up to 3 days per year
vDriver Education (Summer classroom and/or behind the wheel)	\$15.00 per hour
Kindergarten Testing	per diem teacher pay rate
Counselor (up to twenty day's work)	At reg. school-year rate of pay



## 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%
Assistant	7%
Softball	
Head	10%
Assistant	7%
Wrestling	
Head	10%
Jr. High	3%
Assistant	7%
Track	
Head (1 boys, 1 girls)	10%
Assistant (1 additional as needed; to be determined by A.D.)	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 (may be used as an additional asst. if no 9 <sup>th</sup> grade team)	4%
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%

**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: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**(1)**

It is understood by the Board and the Association that as professionals, teachers should be willing to attend faculty meetings.

**LETTER OF UNDERSTANDING  
(2)  
BETWEEN THE  
MANTON BOARD OF EDUCATION AND THE  
MANTON EDUCATION ASSOCIATION**

**THIS LETTER OF UNDERSTANDING IS TO BE AN ADDENDUM TO THE  
CONTRACT OF 7/1/2000-6/30/2003 AND SHALL REMAIN IN EFFECT DURING  
THE TERM OF THE CONTRACT.**

The individual who is teaching yearbook and journalism as part of his/her regular teaching assignment shall maintain the extra duty positions of Yearbook Advisor and Publications Advisor. The amount to be paid shall be 4% per year for each extra duty assignment. This amount shall be added to the contract of the individual teaching these classes each year.

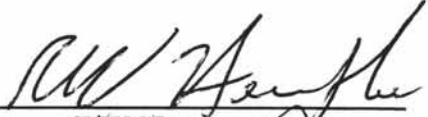
The extra duty position of Band Director shall be maintained by the individual teaching band as part of his/her regular teaching assignment. The amount to be paid shall be equal to 9% of the base salary plus years of experience. This amount shall be added to the contract of the individual teaching band each year.

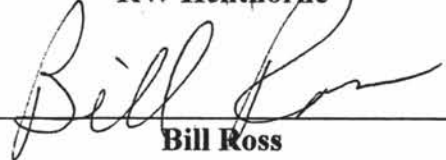
The administration may not involuntarily transfer a currently unassigned teacher into the extra duty portion of the above positions.




JANUARY 25, 2001  
LETTER OF UNDERSTANDING

In the interest of open communication it is understood that conversations or meetings between staff and administrators shall not be recorded without advanced disclosure to all individuals participating in those conversations or meetings.

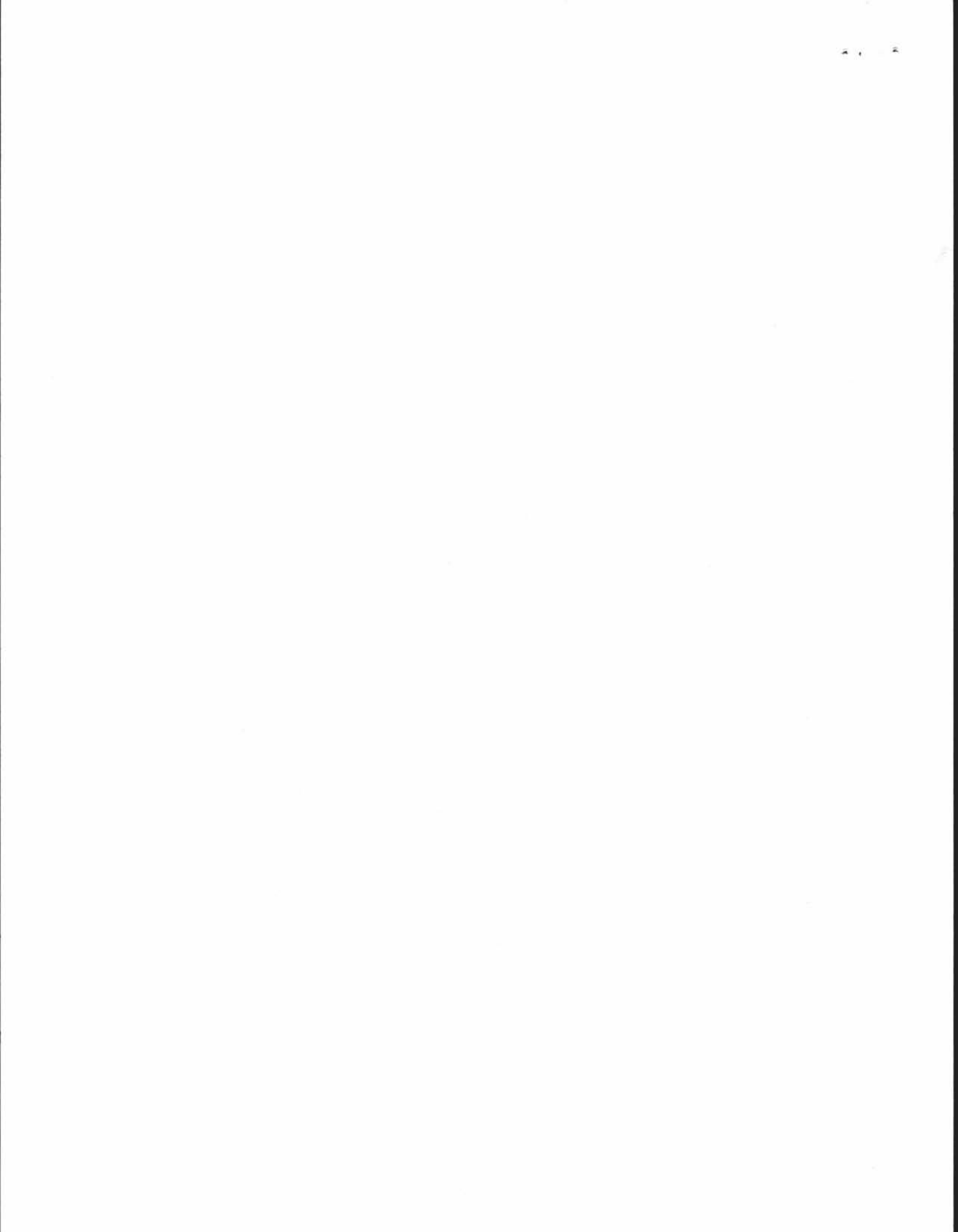
  
\_\_\_\_\_  
RW Henthorne 2/6/01

  
\_\_\_\_\_  
Bill Ross 2/6/01

  
\_\_\_\_\_  
Karl Johnson

# **MANTON EDUCATION ASSOCIATION SICK BANK PROPOSAL**

- 1. Any member that wishes to participate in the sick bank will donate 2 sick days per year at the beginning of the year.**
- 2. Any sick time over 120 days will be donated to the sick bank.**
- 3. Members of the sick bank will need to use all sick time, plus borrow 5 days of the next year's sick time before they may draw from the sick bank. Days from sick bank may not be used to repay borrowed sick days.**
- 4. 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 date 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 or children) or parents.**



**\*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.

**ARTICLE VI**

**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, 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. 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.
- 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.
- D. Part time teachers shall receive the same rights and benefits provided by this agreement, as do full time teachers, but prorated to their time worked.

**ARTICLE VII**

**PAID LEAVES OF ABSENCE**

- A. At the beginning of each school year, each teacher shall be credited with a 10 day sick leave allowance to be used for absences caused by illness or disability of the teacher. The unused portion shall accumulate from year to year up to a maximum of 120 days.

Teachers using two sick days or less in a given year will be given \$150.00 at the end of the school year.