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THIS AGREEMENT entered into by and between the Board of Education of the Manchester Community School District, hereinafter called the "Board", and the Washtenaw Livingston Education Association/MEA/NEA, hereinafter called the "Association".

WHEREAS, the Board of Education has a statutory obligation pursuant to Act 336 of Public Acts of 1947, as amended by Act 379 of P.A. 1965, to negotiate with the Association with respect to rates of pay, wages, hours of employment or other conditions of employment for the bargaining unit hereinafter specified, and the parties through negotiations and good faith have reached an understanding pursuant thereto, now desire to execute this contract covering such agreement.

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as exclusive bargaining representative for the purpose of Act 336 of P.A. 1947, as amended by Act 379 of P.A. 1965 for the following described bargaining unit:

All full-time and part-time certified teaching personnel employed under probationary and continuing tenure contract by the Manchester Board of Education including classroom teachers, certified special education teachers, guidance counselors, librarians and reading consultants, but excluding full or part-time supervisory, executive and administrative personnel, including but not limited to: Superintendent, Director of Auxiliary Services, Principals, Assistant Principals, Athletic Director, non-certified employees, substitute teachers, teachers employed during scheduled vacation periods, Adult Education teachers, Community Education teachers and all other employees not specifically included as part of the bargaining unit above mentioned.

B. Definitions

- (1) The term "teacher" when hereafter used in this agreement, shall refer to all employees represented by the Association in the local bargaining unit as above defined and reference to male teachers shall include female teachers.
- (2) The term "Board" shall include its officer and/or agents.
- (3) Regularly employed part-time teachers shall mean those teachers employed continuously by the Board under any one of the following minimum conditions.
 - a. One semester or more (on a full day basis).
 - b. Two and one-half (2-1/2) days per week or more (for a full school year).
 - c. One-half (1/2) of regularly scheduled school day or more (for a full school year).
- (4) Non-regularly employed part-time teachers shall be any teacher who shall not fill any one of the above requirements.

- C. All regularly employed part-time teachers shall be under contract and shall participate in the benefits of this agreement on a pro rata basis. Non-regularly employed part-time teachers shall not be under contract and shall not participate in the benefits of this Agreement.

D. Membership, Fees and Payroll Deductions

All teachers except those employed prior to the 6th day of June, 1969, as a condition of continued employment shall pay either:

ARTICLE I - RECOGNITION (continued)

- (1) Membership dues (including NEA and MEA); or
- (2) The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court administered agency costs which may arise out of or by reason of action by the Board for the purpose of complying with Section D of this Article.

It is the mutual understanding and intent of the Board and of the Association that the above language shall be interpreted so as to protect the Board of Education of the School District and the School District from incurring any costs or expenses whatsoever with regard to any tenure hearing or other related appellate or collateral proceeding in any court, administrative agency or other forum arising out of any attempt by the Board of Education to comply with the provisions of the Agency Shop/Dues Deduction provisions of this Agreement, such as attorneys' fees, witness' fees, court reporter's costs, transcript expenses and costs of any unemployment compensation.

In the event of any action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at the Association's expense and the Association's counsel, provided:

- (a) The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- (b) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

- E. The deduction of membership dues and representation fees shall be required as a condition of the collective bargaining agreement. The Board shall accordingly deduct membership dues and representation fees through payroll deduction pursuant to the authority set forth in M.C.L.A. 408.477.

The Association shall provide a list of bargaining unit personnel along with the appropriate amounts to be deducted.

Deductions shall commence within thirty (30) calendar days of the teachers first day worked. Alternative schedules for the payroll deduction of dues and representation fees shall be available through payroll. Deductions shall be remitted to the designated Association representative within twenty (20) calendar days following the deduction.

ARTICLE II - BOARD'S RIGHTS

A. The employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities enumerated in the School Code of 1976 and conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and 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 work related activities of its employees;
- (2) To hire all employees subject to the provisions of the law, to determine position qualifications, and provide conditions of initial and continuing employment, including promotions, transfers, demotions and dismissals.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, 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 hereof and in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

- B. The Board shall have the right in its discretion to require a teacher to submit to a complete medical evaluation at Board expense by a mutually acceptable licensed physician provided the same shall not violate the religious principles of the teacher so required. This right shall be taken as a result of questionable classroom performance on the part of a teacher.
- C. Any right of the Board not relinquished in this Agreement remains a right of the Board.

ARTICLE III - ASSOCIATION RIGHTS

- A. The Board agrees to negotiate only with the Association for the duration of this Agreement, unless otherwise required by law. Nothing contained herein shall be construed to prohibit an individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with other terms of the Agreement providing that the Association has been given the opportunity to be present at such adjustment.
- B. The Association and its representatives shall have the right to use school buildings for Association business at all reasonable hours that do not interfere with or interrupt normal operations, upon approval of the building principal or coordinator.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt school operations and they shall check in and out of the building principal's or coordinator's office. It is agreed that Association business shall not be conducted during the teachers' work day, except during the teachers' duty free lunch period.
- D. Local Association members shall have the right to use school facilities and equipment, including typewriters, computer equipment, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall pay for any damage to such equipment beyond normal wear and tear.
- E. Members of 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. The Association may use the district mail service and teacher mail boxes for communications to teachers.
- F. In response to their request, the Board agrees to make available to the Association public information or such other available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the processing of any grievance or complaint. Such information shall be available in the form kept and shall include, but not be limited to: Annual Financial Reports and audits; register of certificated personnel, tentative budgetary requirements and allocations; agendas and minutes of all Board meetings; treasurer's reports, census and membership data; names and addresses of all teachers; salaries paid thereto and educational background. Such information as it is requested shall be provided within five (5) working days. The Association will pay expenses for producing such materials including but not limited to pro-rated salaries and current costs of materials.

ARTICLE IV - TEACHER RIGHTS AND RESPONSIBILITIES

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or the other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance under this Agreement.
- B. 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. Consistent with the ethical standards of the teaching profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless it interferes with his/her teacher performance.
- C. Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws, Tenure Act, or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. The Board agrees that it will in no way discriminate against or between employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence.
- E. A teacher will have the right 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 accompany him/her in such a review.
- F. Teachers shall comply with reasonable written rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens his/her physical safety or well-being.
- G. The Board may consult with the Association prior to the adoption of policies or procedures to implement the Family Educational Rights and Privacy Act of 1974.
- H. No tenured teacher bargaining unit member shall be disciplined without just or reasonable cause.
No probationary bargaining unit member shall be disciplined for arbitrary or capricious reasons.

ARTICLE IV - TEACHER RIGHTS AND RESPONSIBILITIES (continued)

In the case of formal disciplinary action at the building level, a bargaining unit member shall be entitled to have a representative from the local Association present at the meeting when the action is formalized.

For formal disciplinary action beyond the building level a bargaining unit member shall be entitled to have a representative from the Association present at the meeting when the action is formalized.

- I. The issuance of student grades is the responsibility of the teaching staff and shall be consistent with the provisions of Board policy and applicable administrative rules contained in the teacher's handbooks. New teachers shall be provided with a copy of a handbook at the start of the school year and whenever changes are made during the school year, all teachers will be provided with copies of the changes.

The parties further agree that whenever a formal written request for a change in grade is made by a parent, student, legal guardian or other persons, the provisions of PA 232 of 1988 (MCLA 380.1249) will govern.

ARTICLE V - TEACHING HOURS

- A. The normal workday for bargaining unit members will be seven (7) hours and twenty (20) minutes.
- B. The normal daily teaching load for bargaining unit members shall not exceed the following:
- | | |
|----------------|--|
| Elementary: | Five (5) hours and thirty (30) minutes |
| Middle School: | Six (6) hours |
| High School: | Six (6) hours |
- C. The Board shall determine the starting and ending times of the pupil's school day. Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupil's regular school day. Teachers shall attend to those matters which properly require their attention, including consultations with parents when scheduled directly with the teacher or through the administration when necessary. Should a teacher be required to attend an I.E.P.C. at times outside of the school day, the teacher shall be entitled to be released from one conference period. Such conference period shall be one which does not conflict with a scheduled meeting or activity and shall be immediately before or after the I.E.P.C. On Fridays and on days preceding holidays and vacations, the bargaining unit members' day shall end when pupils are dismissed.
- D. Building meetings, committee meetings and other school activities may require teachers to remain at work until after regular working hours. It is expected that all teachers recognize the worth and importance of such meetings. All teachers shall be in attendance when the meeting is called by the building principal or the superintendent upon forty-eight (48) hours notice. Such meeting shall not be called for Mondays nor more often than once every two weeks unless mutually agreed upon by the staff and administration. Attendance shall be mandatory.

ARTICLE VI - TEACHING LOADS AND ASSIGNMENTS

- A. The normal daily teaching load shall be as follows:
- (1) Elementary - 5 hours 30 minutes of pupil contact per day.
 - (2) Middle School - 6 hours of pupil contact per day.
 - (3) High School - 6 hours of pupil contact per day.
- B. When special teachers (music, art, etc.,) hold classes in the elementary grades, this time shall be used for conference time unless the classroom teacher's presence is requested by the special teacher.

Whenever special classes (music, art, etc.) are not held because of the absence of the special teacher, the regular elementary teacher shall be compensated at the rate specified in section G per period (prorated if less than a full period), provided he/she provides the instruction which would have been provided by the absent special teacher.

- C. Each teacher shall be entitled to not less than 45 minutes per day of conference time.

Teachers at the 5th - 12th grade levels will be given forty-five (45) minutes per day conference/preparation time during the student instructional day. However, the Board may add an additional period of instruction during this period as in the past where there is a lack of financial resources, lack of adequate school facilities or reduction in enrollment at no added salary cost to the Board.

- D. Each teacher shall be entitled to a duty-free lunch period equivalent to the students.
- E. Teacher participation in extra-curricular activities for which no extra compensation is paid shall be voluntary and teachers shall not be evaluated on this participation.
- F. Teachers assigned to more than one building shall not be required to travel between buildings during their lunch period or conference period.
- G. Any teacher who accepts a teaching assignment beyond their normal teaching schedule for a semester shall be compensated at a rate one-fourteenth (1/14) of their base salary.

Teachers needed to substitute during their preparation period will be compensated at the rate of \$15.00 per period.

- H. All bargaining unit members shall be given their tentative assignment for the forthcoming school year as soon as possible but in no case later than June 30.

ARTICLE VII - TEACHING CONDITIONS

The primary duty and responsibility of the teacher is to teach and the organization of the school and the school day shall be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that at the end of the fourth week of the first semester class sizes in the elementary school, middle school and high school shall be as follows:

(1) Elementary School:

- a. Kindergarten and First Grade - 24 pupils
- b. Second, Third and Fourth Grades - 27 pupils
- c. Physical Education - 27 pupils
- d. Vocal Music - 27 pupils

(2) Middle School:

- a. 30 pupils
- b. Ability grouping - 24 pupils
- c. Physical Education - 35 pupils
- d. Chorus - 40 pupils

(3) High School:

- English - 30 pupils
- Social Studies - 30 pupils
- General Education - 30 pupils
- Mathematics - 30 pupils
- Science - 30 pupils
- Language - 25 pupils
- Business - 25 pupils
- Typing - 28 pupils
- Industrial Arts - 25 pupils
- Drafting - 25
- Agriculture - 25 pupils
- Homemaking - 25 pupils
- Art - 25 pupils
- Vocal Music - 45 pupils
- Physical Education - 35 pupils
- Study Hall - 40 pupils

Prior to a departure from the above norms, the teachers shall be consulted by the building principal and reason therefore explained.

Payment for Overload

If there is an overload in class size limits, payment will be made in the following manner:

ARTICLE VII - TEACHING CONDITIONS (continued)

- (1) Certification of overloads will be at the end of each semester with payment being made within thirty (30) days of certification.
- (2) Overloads shall be defined as students in excess of class limitations for more than nine weeks of a semester.

In elementary (K-4) self-contained classrooms, overloads will be defined as students in excess of class limitations for more than six (6) weeks but less than ten (10) weeks. Upon certification, the overload will be paid at the rate of \$26.00. Overloads will be recertified following the nine (9) week mark and when the overload continues, the affected teacher will receive the balance of the \$78.00 per semester overload payment ($\$78.00 - \$26.00 = \$52.00$).

- (3) Rate for payment of overloads:

Elementary - (K-4) self-contained overloads will be paid at the rate of \$78.00 per semester. Physical Education and music overloads will be paid at the rate of 31% of \$39.00 per semester.

Middle School - (5-8) individual class overload will be at the rate of \$39.00 per semester.

Secondary - (9-12) individual class overload will be at the rate of \$39.00 per semester.

- B. The Board recognizes that appropriate texts, library references facilities, maps and globes, laboratory equipment, audio-visual equipment, Elementary K-4, art supplies, Physical Education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association if economically feasible. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained within its financial ability. The Board will not order books and supplies without the consultation of all teachers concerned.
- C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- D. The Board shall make available in each school adequate lunchrooms, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.
- E. Telephone facilities shall be made available to teachers for their reasonable use. The cost of all personal long distance and toll calls shall be paid to the district. The Association shall indemnify the Board for losses due to personal calls by teachers.

ARTICLE VII - TEACHING CONDITIONS (continued)

- F. In schools where continuous cafeterial service for teachers is not available, a vending machine for beverages may be installed at the request of the Association, the proceeds to be used for the existing Teachers Association Fund, provided no cost accrues to the district for installation and maintenance.
- G. Adequate parking facilities shall be made available to teachers. The Board will contract with individuals who are to clear the drives, parking facilities and walks of snow and ice prior to the required arrival time.
- H. Each teacher shall maintain with the office of the Superintendent of Schools and the Building Principal the current correct address and phone number which may be used to contact them in emergency matters while they are in the employ of the school district.
- I. Teachers who are required to travel between buildings as part of their jobs shall be paid a travel allowance of the current IRS rate per mile traveled. In the event of gas rationing, alternative operating procedures will be implemented.
- J. Teachers shall be allowed reasonable access, with due regard for other work priorities in the school district, to school typewriters and mimeographing equipment to prepare classroom teaching materials on their conference period.
- K. The Board agrees to make a good faith effort to maintain a list of qualified and certified substitute teachers.

ARTICLE VIII - VACANCIES AND TRANSFERS

- A. Whenever any permanent vacancy in a teaching position or extra curricular activity in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the secretary of the Local Association and provide for appropriate posting on the bulletin boards in the teachers' lounges. The vacancy will remain posted for a period of fifteen (15) calendar days and will not be permanently filled until the expiration thereof. In the event vacancies occur during the summer months the Board shall notify those teachers who previously submitted a written request for transfer, such notification to be sent to the address the teacher has on file with the Board. A vacancy shall be defined as a position presently unfilled which is not to be eliminated, a position currently filled but which will be open in the future or a new position which will be open in the future.

- B. Any teacher possessing the qualifications to apply for such vacancy, may do so in writing to the Superintendent's office within fifteen (15) calendar days of the posting of the vacancy or, in the event the vacancy occurs during the summer months, within fifteen (15) calendar days of the mailing of the notice to those teachers who previously submitted a request for transfer. The Board agrees to give due weight to professional background and attainments of all applicants, length of service in the district, building class level, area of specialization and other relevant factors. Any teacher filling such a vacancy shall be notified in writing by the Board by August 1, or earlier, if the administration finds it possible to do so, and before the appointment becomes public.

- C. The administration reserves the right to transfer a teacher without request, and to deny applications as above specified. Any teacher being transferred shall be notified in writing by the Board of such a change by July 15, if practicable, or earlier if the administration finds it possible to do so. Any teacher denied a transfer shall be notified in writing and the reason given. However, since frequent transfers of a teacher is disruptive of the student-teacher relationship and the educational process, it is agreed that unrequested transfers of teachers will be avoided if in the judgment of the administration it is educationally desirable to do so.

- D. The Board shall furnish each teacher a letter of intent to return, retire, or terminate his employment on or before sixty (60) calendar days prior to the end of the school year. These letters shall be signed and returned by the teacher indicating his intended status for the ensuing school year, not later than fifteen (15) calendar days following issuance of the letters of intent. On the following school day the secretary of the Local Association shall receive notice of the names of the teachers who failed to submit letters of intent. Thereafter, but not later than fifteen (15) calendar days after return of letter of intent the Board shall post notices of vacancies in accordance with A above. Any teacher who fails to submit a letter of intent of return, or reverses his position previously taken in a letter of intent, shall be subject to having his position posted as a vacancy and if filled, subject to unrequested transfer at the discretion of the administration.

- E. A request for transfer form shall accompany the letter of intent from the Board. These should be returned in accordance with D above if a preference is desired for a transfer at the discretion of the administration.

ARTICLE VIII - VACANCIES AND TRANSFERS (continued)

- F. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.
- G. In cases of layoff the provisions of Article XIX Layoff and Recall shall be followed exclusively.
- H. Vacant positions to be filled will be posted at the time of the vacancy. At the completion of the posting period, notification shall be given to the successful applicant. Reassignment may be postponed at the District's option until the end of the semester or school year to avoid undue disruption. In such instances, the position may be filled temporarily by a substitute.

ARTICLE IX - LEAVES OF ABSENCE

A. Sick Leave

All full-time teachers absent from duty shall be allowed a total of fifteen (15) days per school year with pay for the following reasons:

- (1) Personal illness.
- (2) Critical illness in the immediate family (spouse, children, parents, parents-in-law) up to a maximum of ten (10) days per school year. Additional days may be permitted at the discretion of the Board when substantiated by a physician.
- (3) Emergency illness in the family which requires the teacher to make necessary arrangements for care.
- (4) Funeral or death of a person whose relationship to the teacher warrants such attention in the discretion of the Superintendent.
- (5) Pregnancy of a female teacher who has been certified in writing by a physician as unable to work as a result of the pregnancy.

and upon the following conditions:

- (1) All previously employed full-time teachers shall accrue the above sick leave at the beginning of the school year; regular employed part-time teachers will receive pro rata sick leave benefits; newly employed teachers as follows:
 - (a) Two days of the sick leave hereinabove granted shall accrue as of the last day of each month during the first semester of the school year and one day shall accrue as of the last day of each month during the second semester, except June, which day shall accrue as of the first day of the month.
- (2) All teachers shall be required to notify the building principal in the event of an absence due to personal, critical or emergency illnesses before 6:30 a.m. of the expected day of absence so that a substitute may be obtained unless circumstances make such notification impossible or unreasonable to do so. In order to receive payment for the date of absence without notification to the principal, at the time hereinabove specified, it will be necessary for the teacher to file with the building principal a written statement concerning the reasons for failure to notify.
- (3) Notification for leave for a funeral or a death of a person is expected as soon as practicable to the building principal.
- (4) Sick leave days hereinabove granted, which remain unused, shall be allowed to accumulate from year to year from and after the beginning of this contract up to a maximum of one hundred sixty (160) days.
- (5) Teachers will be provided with an account of their sick leave semi-annually. A bargaining unit member who does not use any of his/her individual sick leave days for one (1) semester shall be paid the sum of \$100.00 each semester in recognition of this perfect attendance.

ARTICLE IX - LEAVES OF ABSENCE (continued)

- (6) Upon the recommendation of the Superintendent, the Board may require a teacher to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense. In case of disagreement over the selection of the physician, the service of recognized specialists at the University Hospital or St. Joseph Hospital in Ann Arbor or Henry Ford Hospital in Detroit shall be utilized.
- (7) The Board may request a Doctor's certificate attesting to the illness of any teacher after an absence of five (5) consecutive school days or from any teacher suspected of abusing sick leave.
- (8) In the event of a concerted use of paid leave, which necessitates the closing of a building, the Board shall not be obligated to pay said time in addition to whatever other remedies it may have or action it may take.
- (9) Any teacher who seeks or obtains or engages in other employment during the teacher's work day, while said teacher is on paid leave of absence, shall be subject to disciplinary action in addition to forfeiting his/her right to pay for such day.

B. Other Leaves of Absence with Pay:

- (1) A paid leave of absence shall be granted to a teacher who is summoned and reports for jury duty for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work; provided, said teacher pays to the School District the daily jury duty fee paid by the Court, excluding mileage, for each day involved; provided, said teacher cooperates with the Board in seeking to get excused from jury duty; and provided further, said teacher promptly reports back to his/her building for assignment on any day he/she is released from jury duty by 12 noon or earlier.

A teacher subpoenaed in a judicial proceeding, other than a proceeding in which the Board (or the School District) and the Association are opposing parties and the teacher is subpoenaed by the Association, shall receive from the Board the difference between his/her base salary as computed on a daily basis and the daily witness fee paid by the Court for each day on which he/she reports pursuant to the subpoena and on which he/she would otherwise have been scheduled to work.

- (2) Time necessary to take a selective service physical examination, not to exceed one (1) day.
- (3) (a) All full-time teachers, except newly employed full-time teachers, shall have available two personal business days to be used as they find necessary for business of an urgent nature that cannot be transacted at times other than normal working hours. These days may not be used on days preceding or succeeding vacation periods, except in emergency situations, nor shall these days be used for recreational or vocational purposes.

(b) Such emergency requests shall be given appropriate consideration and shall not be unreasonably denied.

ARTICLE IX - LEAVES OF ABSENCE (continued)

- (c) If any request for personal leave is denied, the reasons will be stated in writing.
- (d) These days shall not be accumulated from year to year, nor shall they be deducted from sick leave hereinbefore granted. Personal business days shall be available to newly employed teachers only after the first day of October of year of this contract.

In order to receive pay for the above enumerated leaves of absence, the teacher shall be required to give at least seventy-two (72) hours advanced notice to his building principal, if possible.

- (e) Requests of a confidential nature may be submitted to the Superintendent or in his/her absence, the Superintendent's designee. Discussions between the teacher and the Superintendent concerning the nature of the request will be confidential.
 - (f) Teachers with unused personal business day(s) remaining at the end of the school year shall have the unused days added to his/her sick leave accumulation.
- (4) All full-time teachers who have been employed by the Manchester Community Schools for at least five years may be granted a leave of absence for no more than 15 days for travel. The benefit to the school district to be determined by the professional council, a joint committee of the School Board and the Association. The amount of pay the teacher will receive will be the difference between the substitute's daily wage and the teacher's daily wage. A teacher who is granted leave for such a trip will be ineligible for two school years for a similar leave. No more than two teachers may be granted leave for this purpose at any one time. A teacher contemplating such leave will make a request in writing to the Superintendent of Schools at least sixty (60) days, if possible, prior to the departure date. In the event that more than two teachers submit requests for identical time periods, the two earliest applicants will be considered for such leave.

It is understood that teachers granted leave for the above stated purposes will share their experiences via slides, film or oral presentation with their students, organized groups and their community if called upon to do so.

C. Leaves of Absence Without Pay:

May be granted for the following enumerated reasons and conditions listed thereunder upon the written request of the teacher to the Board of Education. These leaves of absence will be granted in the sole discretion of the Board of Education who reserves the right to specify the beginning and terminating dates of the leave of absence. Requests may be filed for the following reasons:

- (1) Study related to the teacher's licensed field. This leave of absence will be considered for the maximum length of one (1) year only.
- (2) Parental leave may be granted up to a maximum of one (1) year renewable at the discretion of the Board. Parental leave will be available for either a woman who is pregnant or a man who has fathered an infant. It shall also be available for either sex if the teacher is adopting an infant (less than one (1) year old) child.

ARTICLE IX - LEAVES OF ABSENCE (continued)

- (a) In order to obtain a parental leave, the teacher shall request said leave at least four (4) months prior to the expected date of birth or adoption. Said request shall be filed with the Superintendent of Schools.
 - (b) The Board of Education will specify the beginning and ending date of the leave of absence, the beginning date and ending date to correspond as nearly as possible with the beginning or ending of school or a semester.
 - (c) A teacher with tenure or a satisfactory probationary status requesting a parental leave will be returned to his or her position only if he or she indicates to the Board at the time of his or her request that he or she wishes to continue in that position upon his or her return to full time work. This request will be honored by the Board of Education for one calendar year. The teacher shall be returned to position only at the start of a semester. A tenure teacher returning from a parental leave after that period of time will be placed in existing vacancies ahead of new applicants. Replacements for teachers on parental leaves who expect to return to previously held positions within the time limitation will be hired as temporary or substitute employees.
 - (d) Failure to return from a parental leave on the date specified in said leave or application shall be conclusively deemed a resignation.
 - (e) Failure to apply for a parental leave as hereinabove specified may result in termination of employment.
- (3) A leave of absence for military service shall be granted in accordance with Act 145 of 1943, as amended. Teachers on military leave shall be advanced on the salary schedule as though they had taught within the system and be credited with sick leave allowances.
 - (4) Sabbatical leave may be granted at the discretion of the Board of Education in accordance with Section 1235 of Part 16 of the School Code of 1976.
 - (5) Other leaves of absences may be granted without pay in the sole discretion of the Board of Education upon receiving from the requesting teacher in writing the purpose of the leave of absence, the probable advantage to the school district, the length of requested leave, and such other information as will assist the Board of Education in making a decision concerning the leave of absence.
 - (6) A teacher on an unpaid leave of absence shall notify the superintendent in writing of his/her intent to return at least sixty (60) days prior to the end of the leave.
- D. Subject to available finances and upon application to and recommendation of the building administrator, teachers may be permitted to attend professional conferences, seminars or workshops. If allowed, reasonable expenses shall be approved upon presentation of receipts, provided a teacher may agree, in advance, to attend the conference, seminar or workshop at his/her own expense.

ARTICLE IX - LEAVES OF ABSENCE (continued)

- E. At the beginning of every school year, the Local Association shall be credited with a maximum of ten (10) days to be used by teachers who are officers or agents of the Local Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than one week in advance of taking such leaves. Teachers taking such leaves will be compensated the difference between the substitute's pay and that of the teacher taking the leave.

- F. Release time shall be granted to the Local Association President to represent a teacher, at the teacher's request, who is called before the Superintendent and/or the Board of Education during the normal school day.

ARTICLE X - TEACHER EVALUATION

- A. The performance of all teachers shall be observed in their classroom setting and then evaluated in writing. Probationary teachers shall undergo this process once each semester. Tenure teachers at least once every other school year.
- B. The observation and evaluation process shall be conducted by the teachers' building principal or assistant principal or other full-time administrator assigned by the Superintendent. The Board may utilize outside consultants to improve performance. The use of such consultants shall be with the consent of the teacher and shall be advisory. Further, any observations of this nature shall be in addition to the provisions set forth in Section A of this Article. At least one observation and evaluation shall occur outside the first two weeks of a given semester or the last two weeks of a given semester.

No observation or evaluation shall be conducted on the day preceding or following Christmas or spring break.

No observation or evaluation shall be conducted on a teacher who has been absent due to personal illness for a period in excess of twenty (20) work days until he/she has been back to work for at least one (1) week.

- C. Each observation shall be made in person of approximately thirty consecutive minutes. All monitoring or observation of performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. After written evaluation the principal and the teacher shall have a conference concerning the evaluation. At that time the teacher shall sign the evaluation sheet and may indicate any dissatisfaction therewith in writing within ten (10) work days. At the evaluation conference, a copy of the completed form shall be retained by the teacher. This conference shall not be later than ten (10) working days after the observation. Each teacher shall have the right within reason to request to review the contents of his own personnel file except he shall not be allowed to review credentials and letters of reference from colleges, universities or previous employers. A representative of the Association may be requested to accompany the teacher in such review.
- E. If an administrator believes a teacher is doing unacceptable work, the reasons shall be set forth in writing and in specific terms and suggestions as to ways in which the teacher may improve shall be provided to the teacher. In subsequent observation reports, failure to note again a specific deficiency shall be interpreted to mean that adequate improvement is taking place.
- F. A teacher who disagrees with an evaluation or recommendation may, within the time frame referenced in section D, submit a written answer which shall be attached to the file copy of the evaluation in question. The teacher shall receive a copy of the evaluation report for his/her own file.

ARTICLE X - TEACHER EVALUATION (continued)

- G. Any probationary teacher who receives notice from the Board that his services will not be renewed for the ensuing school year (except lay-off) may within ten (10) work days request a hearing before the Board of Education. This hearing shall be in closed session only upon request of the teacher. The teacher may be represented by the Association or legal counsel if he so desires. It is expressly understood that these matters shall not be subject to the grievance procedures.

- H. If the procedural aspects of said observation and evaluation process are not complied with the teacher involved as well as the Association reserves the right to begin grievance procedures. The content of the evaluation shall not be subject to the grievance procedure.

ARTICLE XI - PROTECTION OF TEACHERS

- A. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the teacher will report same to his building principal, in writing. Thereafter, the principal shall take such steps as are necessary for the good of the student and the school as a whole.
- B. Any case of assault, or assault and battery upon a teacher shall be promptly reported to the Board or designated representative. The Board shall provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render reasonable assistance to the teacher, if upon investigation by the Superintendent, the facts reveal that the teacher was not responsible for provoking the assault.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board may provide legal counsel and render all necessary assistance to the teacher in his defense.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if the Board finds the teacher has acted within the scope of Board policy.
- E. All complaints by a parent of a student directed towards a teacher shall be promptly called to the teacher's attention. If the complaint is to be placed in the teacher's file, it shall be signed by the complainant. If entered, the teacher shall initial the complaint, however, it is understood that the teacher's initials shall be understood to indicate his/her awareness of the complaint and shall not be interpreted to mean agreement with the contents of same.
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.
- G. All teachers are covered by Workers' Compensation as provided by law. The Board will pay the difference between the Workers' Compensation Award and the teacher's regular salary for a period not to exceed 24 months.

ARTICLE XII - COMPENSATION

- A. 1. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and made part of this Agreement.
- 2. The compensation for extra curricular assignments annually made by the Board of Education are set forth in Schedule B which is attached hereto and incorporated in this Agreement.

It is expressly understood that all duties contained in Schedule B are subject to reassignment or elimination at the discretion of the Board of Education and the Association agrees that it shall not entertain a grievance for refusal of the Board to renew an annual contract for duties as specified in Schedule B.

- 3. The School Calendar for the school year is set forth in Schedule C which is attached to and incorporated into this Agreement. The Board of Education reserves the right, if necessary, to expand the school calendar in order to comply with the requirements of the School Code.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party and each party may select its representative from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.
 - C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.
 - D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
 - E. Nothing contained herein shall bar the parties from discussing modification of items upon mutual consent to so do.

ARTICLE XIII - GRIEVANCE PROCEDURE

- A. A grievance shall be a claim by either a teacher(s) or Association of a violation, misinterpretation or misapplication of the expressed terms of the Master Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlines in this Article:

- (1) The termination of services of or failure to re-employ any probationary teacher. (See Article X)
 - (2) The placing of a non-tenure teacher on a third year of probation.
 - (3) It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
 - (4) It is further agreed that a grievance shall be deemed abandoned if the grievant(s) files a claim or complaint or otherwise seeks remedial action regarding the matter grieved in any forum established by law or by regulation having the force of law.
- B. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant. The Association shall notify the building principal of the names of the building representatives within the first week of February each school year. The Board hereby designates the principal of each building to act as its representative at Levels One and Two as hereinafter described and the Superintendent or his designated representative to act at Level Three as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session. During the summer, the term days shall be defined as week days (Monday - Friday), excluding holidays.
- D. Written grievances as required herein shall be filed on the attached Grievance Report Form and contain the following:
- (1) It shall be signed by the grievant or grievants;
 - (2) It shall be specific;
 - (3) It shall contain a synopsis of the facts giving rise to the alleged violation;
 - (4) It shall cite the section or subsections of this contract;
 - (5) It shall contain the date of the alleged violation;
 - (6) It shall specify the relief requested;

Any written grievance not substantially in accordance with the above requirements, may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

E. Level One: A teacher believing himself wronged by an alleged violation of the express provisions of this contract shall within five (5) days of its alleged occurrence or knowledge of the alleged occurrence of a latent violation orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two: A copy of the written grievance shall be filed with the building principal as specified in Level One. Within five (5) days of receipt of the grievance, the building principal shall advise the superintendent or his designated representative in writing, of his disposition of the grievance, and transmit copies of same to the Association and the grievant. If no decision is rendered within five (5) days of filing of the written grievance at Level Two or the decision of the building principal is unsatisfactory to the grievant, the grievant may proceed within five (5) days to Level Three by filing a written appeal.

Level Three: A copy of the written appeal shall be filed with the Superintendent or his designated representative as specified in Level Two with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the appeal, the Superintendent or his designated representative shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the appeal. Within five (5) days of the discussion, the Superintendent or his designated representative shall render his decision in writing, transmitting a copy of same to the grievant, the Association, and the building principal, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written appeal along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Four: Upon proper application as specified in Level Three the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than one month after the initial hearing. A copy of the written decision of the board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, the secretary of the Association.

Level Five: If the Board of Education, the aggrieved teacher and the teacher organization shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this agreement, it may within ten (10) days after the decision of the Board of Education be appealed by the Association to arbitration. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said ten (10) day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator within ten (10) working days he shall be selected

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

according to the rules of the American Arbitration Association which shall also govern the arbitration proceedings. Neither party may raise a new defense or ground in such arbitration proceeding not previously raised or disclosed at other written levels. The Board and the Association shall not be permitted to insert in such arbitration proceeding any evidence not previously disclosed to the other party. Expedited arbitration shall be employed upon mutual agreement by both parties.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. His authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this agreement. Nor shall the arbitrator have any power to interpret State or Federal Law, or to hear any grievance previously barred from the scope of the grievance procedure.

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding. Both parties agree to be bound by the award of the arbitrator. The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

- F. Should a teacher fail to institute or appeal a decision within the time limit specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred, by that teacher.

- G. Any teacher, group of teachers, or the Association may initiate a grievance. The Association may initiate a grievance at Level Three if the grievance involves more than one building. An Association grievance shall be filed within ten (10) days of its alleged occurrence or knowledge of its alleged occurrence.

GRIEVANCE REPORT FORM

Grievance # _____ School Building _____

- Distribution of Form:
1. Superintendent
2. Building Principal
3. Association
4. Grievant(s)

Grievant(s):

Building(s):

Assignment(s):

_____	_____	_____
_____	_____	_____
_____	_____	_____

Level I

- A. Date cause of Grievance occurred: _____
B. Date of discussion with Building Principal: _____

Level II

A. Statement of Grievance

1. Facts giving rise to Grievance (be specific):

2. Sections or subsections allegedly violated:

3. Relief sought:

Date filed

Grievant's Signature

B. Disposition of Building Principal:

Date

Building Principal's Signature

Level III

A. Date received by Superintendent or Representative: _____

B. Position of Grievant:

Grievant's Signature

C. Position of Association:

Association Representative's Signature

D. Date of discussion with Superintendent or Representative: _____

E. Disposition of Superintendent or Representative:

Date

Signature of Superintendent or Representative

Level IV

A. Date submitted to Board: _____

B. Position of Grievant:

Grievant's Signature

C. Date of Board meeting: _____

D. Disposition of Board:

Date

Signature of Board Member

Level V

A. Date submitted to Arbitration: _____

Association Representative's Signature

B. Arbitrator agreed-upon (if any): _____

C. Disposition and award of Arbitrator:

Date

Arbitrator's Signature

Attach additional sheets, if necessary.

ARTICLE XIV - ADVISORY COUNCILS

A. Professional Council

There is hereby established a Professional Council consisting of four (4) representatives appointed by the Association and four (4) representatives appointed by the Board. The Council shall meet five (5) times during the regular school year (unless there is mutual agreement to deviate from five [5]) and advise the Board and the Association on such matters as student discipline, student rights, teaching techniques, teacher evaluation forms, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings, and related matters including teachers and/or coaches handbooks. When recommendations are submitted by the Council to the Superintendent, the Board shall act on such recommendations within ninety (90) days of their submission to the Superintendent. This Professional Council shall act solely as an advisory body to the Board of Education and the Association.

B. Curriculum Council

The Association shall have the right to appoint up to two (2) teachers per building to serve on the Curriculum Council as established by the Board. The Council shall advise the Board on matters such as courses of study, textbooks, curriculum, pupil tests, and evaluation of related matters.

ARTICLE XV - PROFESSIONAL IMPROVEMENT

Teachers who hold a Masters degree and have been employed at least five (5) years in the system shall receive reimbursement from the Board at the rate of 1/2 the actual cost of tuition for courses taken to maintain or improve the teacher's ability in his assigned area, except that those attending private universities shall not receive in excess of 1/2 the average cost of tuition at University of Michigan, Western Michigan University and Eastern Michigan University. This will not exceed six (6) hours a year.

Teachers who hold a Masters degree and have taught in the system for ten (10) years or more shall receive full reimbursement for the cost of tuition for such courses taken to maintain or improve the teacher's ability in his/her assigned area, except that those attending private universities shall not receive in excess of the average cost of tuition at University of Michigan, Western Michigan University and Eastern Michigan University. This will not exceed six (6) hours a year.

ARTICLE XVI - RETIREMENT

Any teacher who retires from the teaching profession and submits proof to the Superintendent that he/she has applied for and is immediately eligible to receive a monthly retirement allowance from the Michigan Public Schools Employees Retirement Fund shall receive upon retirement an amount equivalent to fifty-five dollars (\$55.00) per day of unused accumulated sick leave as provided in Article IX.

It is expressly understood that this provision shall not apply to teachers who quit to teach elsewhere.

ARTICLE XVII - INSURANCE

- A. For the life of this agreement, the Board will pay the premiums to provide each full-time teacher who enrolls in the plan with Full Family insurance coverage, said coverage to be MESSA-PAK I Plan A with:

MESSA Super Med I
Delta Dental Plan D004/60/60/60
VSP 2
\$15,000 Term Life with AD&D

- B. Employees not electing the aforementioned MESSA-PAK I Plan A coverage shall receive MESSA-PAK Plan B with:

Delta Dental Plan A008 + 100: 90/90/90
VSP 3
\$50,000 Term Life with AD&D

- C. Part-time teachers teaching one-half time or more will receive pro rata benefits.

- D. All employees will participate in the MESSA Care Medical Advisory Program (Rider) entitling the District to a discount on the health coverage portion of the above mentioned insurance.

ARTICLE XVIII - CONTINUITY OF PROFESSIONAL SERVICE

The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association and each teacher agree that during the term of this Agreement, they will not direct, instigate, participate in, encourage or support any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work, or concerted use of paid leave time, or sympathy strike, or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) or job action against the Board by any teacher or group of teachers.

In the event of a violation of this Article, the Board may enforce this Article by injunctive relief in addition to whatever remedies which may be available by law.

If a teacher has violated this Article, and, if taken to arbitration and such violation is found to have occurred by an arbitrator, then, such disciplinary action and/or discharge may not be reduced or set aside by the arbitrator.

ARTICLE XIX - LAYOFF AND RECALL

In the event the Board of Education determines that it is necessary to reduce the number of teachers the following procedure shall be followed.

- A. In the event the Board institutes a necessary reduction in teaching personnel the Board will give due consideration for maintaining University of Michigan accreditation.
- B. Teachers not holding the necessary certification as determined by the Department of Education of the State of Michigan will be terminated first.
- C. Probationary teachers will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the service of the probationary teacher.
- D. In the event tenure teachers must be laid off, layoff shall be on the basis of low seniority and certification and qualifications. For the purposes of this Article seniority shall be the length of continuous professional service with the Manchester Board of Education. Furthermore, it is understood that any teacher who is granted tenure shall have seniority from the last day of hire.
- E. Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
- F. If the Board of Education determines a reduction of staff is necessary, the Board will apprise the WLEA (Manchester) of the problem and the teacher(s) to be released will be notified in writing no later than May 15th.
- G. The Board may layoff teachers during a contract year for the following reasons: (1) lack of financial resources; (2) lack of adequate school facilities; and (3) reduction in enrollment. Teachers who are laid off during a contract year shall be considered as completing the contract year for the purpose of placement on the salary scale if employed for more than one-half of the school year, otherwise such teacher shall remain on the same step. Provided, however, it is understood that the Board's obligation to pay salary and fringe benefits pursuant to an individual teacher contract or this Agreement will cease if a teacher is laid off or terminated under this Article. Teachers to be laid off under this section shall be notified in writing no less than thirty (30) calendar days prior to the effective date of layoff.
- H. The Board will publish and distribute to each teacher a seniority list by December 1st of each school year which shall include the teacher's name, seniority date, type of certification, majors and minors. In the case of teachers with the same original date of hire (first scheduled work day in teaching assignment), a drawing will be held to determine placement on the seniority list. The Association shall be notified of the time and place of the drawing so that an Association representative and affected teachers may be present at the drawing.

ARTICLE XIX - LAYOFF AND RECALL (continued)

- I. Layoffs shall be in accordance with Section D of this Article and shall in no event require involuntary transfers for the purpose of recalling teachers.
- J. Seniority teachers shall be recalled to employment in inverse order of layoff for new positions opening as determined by the programs offered by the Board, for which they are certified and qualified.
- K. Employees shall be notified of recall by certified mail at their last known address on file at the Superintendent's office. Employees who are notified of recall and fail to respond within five (5) days of receipt of notification or who fail to report for duty within fifteen (15) days of recall notice shall be considered as resigned.
- L. Upon application, a laid-off teacher shall be granted priority status on the district's substitute teacher list. This section shall not be subject to the grievance procedure.
- M. The recall lists shall be maintained by the Board for a period not to exceed four (4) years. Thereafter a teacher shall lose his rights to recall.
- N. A laid-off teacher may continue his/her insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the Board, if acceptable to the carrier.
- O. For purposes of this Article, "qualified" shall be defined as experience in role and evaluation as per Board Policy 4129, paragraph 2, item 1, adopted February 1st, 1982.
- P. It shall be the responsibility of the individual teacher to update their transcripts with the Board of Education. The same shall hold true for their current address. Failure to do so shall indemnify the Board of any liabilities incurred in complying with this Article.

ARTICLE XX - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be made available to teachers within thirty (30) days after ratification by both parties. The Master copy of this Agreement shall be signed and dated.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found 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 continue in full force and effect.
- D. The Board shall enter into an individually signed teacher contract with each teacher as close to the beginning of each school year as possible; provided however, that after a teacher has been employed at least two (2) consecutive years in the School District, the Board may enter into a continuing contract with the teacher. Two copies of the individual contract(s) shall be available; one (1) on file in the Building Principal's or Superintendent's office, and one (1) for the teacher.
- E. Each teacher will be reimbursed for the cost of the mandatory TB test up to a maximum of \$5.00. This reimbursement shall be paid by October 1 of the contracted school year.

ARTICLE XXI - SCHOOL IMPROVEMENT

- A. The Board, Administration, teachers and Association recognize the necessity of maintaining an ongoing collaborative effort toward district-wide improvement planning and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.
- B. The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

The building level and district-wide school improvement teams (committees) shall not be discouraged from discussing changes which impact upon working conditions. Changes sought by the teams are subject to mutual agreement between the Board and Association.

- C. The involvement of teachers in school improvement planning shall be voluntary. Participation or lack of participation in school improvement planning will not be utilized as a criteria for evaluation or discipline.
- D. Teachers are encouraged to continue participating in building level and district-wide school improvement teams (committees).
- E. The Association may at its option, designate a representative to sit on the building level and district-wide school improvement teams (committees). Notification of the names of the Association designees will be provided to the Superintendent in writing.
- F. In the event of a request from the Association, the Board agrees to meet and review the district's school improvement plan in relationship to its impact on wages, hours and working conditions.

ARTICLE XXII - SPECIAL EDUCATION

- A. The parties do hereby mutually agree that for the duration of this contract it is recognized that a disproportionate number of "mainstreamed" pupils in a given classroom may cause added responsibility for the teacher(s).

To promote the equitable distribution of responsibility for "mainstreamed" and/or severely handicapped pupils among teachers, when more than one classroom placement may be available to accommodate the pupil's schedule, the District shall attempt to place the pupil(s) who have been certified through IEPC (or current term) as IE, EMI, LD or POHI in the classroom which is least impacted by the pupil, considering the severity of the individual handicap and the overall size of the classes available. In the event that it becomes necessary to place a disproportionate number of such students in a classroom, the building principal will explain the reasons to the teacher(s).

Any formula for the determination of the numbers of special education students in classrooms is expressly forbidden by these paragraphs.

- B. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in regular education programs and services involves considerations of the student's unique needs as determined by an Individual Education Planning Committee (IEPC). It is agreed that the handicapped student's participation and right to participate in regular education programs and services cannot be affected by this Agreement.

Consistent with the rules and regulations of the Department of Education, the District shall assign a general education teacher to the IEPC. The District shall determine the need for other teachers who will be providing instructional or other services to a handicapped student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. The District shall provide release time in the event the District directs or authorizes a teacher to attend an IEPC which is scheduled during the time the teacher is assigned to teach a class.

In addition to other established procedures, the student's special education teacher will have the responsibility of contacting the general education teacher(s) for purposes of sharing pertinent information, discussing the special needs of said students and addressing other appropriate issues as same may arise.

- C. If any teacher has a reasonable basis to believe that a special education student's current Individual Education Plan (I.E.P.) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion in writing.

ARTICLE XXIII - DURATION OF AGREEMENT

This Agreement shall be effective as of the date of ratification and shall continue in effect until the 30th day of June, 1994. The salary schedules A & B shall be retroactive to August 23, 1991. Thereafter, this Agreement shall automatically extend for one (1) full year unless either party notifies the other in writing not less than ten (10) days prior to the 1st day of March, 1994 or each succeeding year thereafter.

This Agreement shall not be altered or amended except upon mutual consent of the parties hereto.

MANCHESTER COMMUNITY SCHOOL
DISTRICT, WASHTENAW AND JACKSON
COUNTIES, MICHIGAN

WASHTENAW LIVINGSTON EDUCATION
ASSOCIATION/MEA/NEA

By: Patricia M. Sahakian
President

By: John McLeone
President

and

By: Ann Marie Gordon

By: Gay L. Perry

By: Ronald Niedzwiecki
Superintendent

By: James Zeldin

SCHEDULE A

1991 - 1992

STEPS	BA	MA	MA+15*	MA+30*
1	21,924	23,143	23,836	24,551
2	23,316	25,072	25,823	26,598
3	25,128	27,025	27,835	28,671
4	26,126	28,102	28,946	29,814
5	27,165	29,217	30,095	30,998
6	28,275	30,421	31,335	32,272
7	29,690	31,948	32,906	33,891
8	30,878	32,938	33,925	34,945
9	32,116	34,573	35,611	36,676
10	33,443	35,998	37,077	38,188
11	37,428	41,039	42,270	43,538
15	38,550	42,270	43,538	44,846
20	39,708	43,538	44,846	46,190
25		44,846	46,190	47,575

* M.A.+15: Must be earned as work toward an approved course of study.

M.A.+30: Must be earned as one of the following:

Second major, Ed.S., second M.A., or work toward a Ph.D.

SCHEDULE A

1992 - 1993

STEPS	BA	MA	MA + 15*	MA + 30*
1	23,240	24,532	25,267	26,024
2	24,715	26,577	27,373	28,194
3	26,636	28,646	29,505	30,391
4	27,694	29,789	30,682	31,603
5	28,795	30,970	31,901	32,858
6	29,971	32,246	33,215	34,209
7	31,472	33,865	34,880	35,925
8	32,731	34,914	35,961	37,042
9	34,043	36,647	37,747	38,877
10	35,449	38,158	39,301	40,480
11	39,673	43,501	44,807	46,151
15	40,863	44,807	46,151	47,537
20	42,090	46,151	47,537	48,961
25		47,537	48,961	50,430

* M.A. + 15: Must be earned as work toward an approved course of study.

M.A. + 30: Must be earned as one of the following:

Second major, Ed.S., second M.A., or work toward a Ph.D.

SCHEDULE A

1993 - 1994

STEPS	BA	MA	MA + 15*	MA + 30*
1	24,634	26,004	26,783	27,586
2	26,198	28,171	29,015	29,886
3	28,234	30,365	31,275	32,214
4	29,355	31,576	32,523	33,500
5	30,523	32,829	33,815	34,829
6	31,770	34,181	35,208	36,261
7	33,360	35,897	36,973	38,080
8	34,695	37,009	38,119	39,264
9	36,086	38,846	40,012	41,210
10	37,576	40,447	41,659	42,908
11	42,054	46,111	47,495	48,920
15	43,315	47,495	48,920	50,389
20	44,616	48,920	50,389	51,899
25		50,389	51,899	53,456

* M.A. + 15: Must be earned as work toward an approved course of study.

M.A. + 30: Must be earned as one of the following:

Second major, Ed.S., second M.A., or work toward a Ph.D.

SCHEDULE B

Introduction

Extra curricular assignments will be paid on the following percentages being applied to the B.A. schedule on the basis of the number of years experience in the activity, with a ceiling being placed at the 8th step. Those persons who complete eight (8) years of experience in Manchester in the activity, will be advanced one (1) additional step for each additional three (3) years of experience in the activity completed subsequent to September 1, 1986. However, those persons supervising an extra curricular activity during the term of this Agreement who received a higher remuneration for this activity during the 1976-77 school year shall continue to receive the same dollar amount until such time as the B.A. schedule step referred to above shall yield a larger amount.

<u>ACTIVITY</u>	<u>% REMUNERATION</u>
7th Grade Sponsor (If there is a class trip)	3
8th Grade Sponsor (If there is a class trip)	3
9th Grade Sponsor	3
10th Grade Sponsor	4
11th Grade Sponsor	8
12th Grade Sponsor	5
Student Council, JH	4
Student Council, SH	5
Instrumental Music, Secondary	10
Instrumental Music, Middle School	7
Middle School Operetta	3
Clubs (approved by Board)	1-3
Chorus	7
Noon Hour (1 staff per 150 students)	7
High School Yearbook (If a class)	3
High School Yearbook (If not a class)	6
High School Play-Fall	3
High School Play-Spring	3
Elementary PTO Representative	3
National Honor Society	3
Middle School Yearbook	1
Head Football Coach	14
Varsity Assistant Football Coach	11
Jr. Varsity Football Coach	10
7th Grade Football Coach	8
8th Grade Football Coach	8
Head Basketball Coach	14
Assistant Basketball Coach	10
Jr. Varsity Basketball Coach	10
Freshman Basketball Coach	8
7th Grade Basketball Coach	8
8th Grade Basketball Coach	8
Head Wrestling Coach	14
Assistant Wrestling Coach	8
Elementary Wrestling Coach	8
Cross Country Coach	9

SCHEDULE B (continued)

<u>ACTIVITY</u>	<u>% REMUNERATION</u>
Golf Coach	8
Track Coach	10
Assistant Track Coach	7
Jr. High Track Coach	8
Jr. High Track Assistant	5
Baseball - Softball	11
Assistant Baseball - Softball	8
Jr. High Cheerleading	9
Senior High Cheerleading	10
Volleyball	11
JV Volleyball	8
Jr. High Volleyball	8
Leadership (Part of leadership class assignment)	\$425.00
Department Head (Scope of responsibilities defined by administration)	\$530.00

All girl's sports will be paid on a prorated formula as established by the Association and the Board of Education.

Coaches for girls' individual athletic events shall be paid according to the same schedule as their male counterparts. This shall be true in all situations where the duties performed by the individual coaches and the time spent supervising students are equivalent. When duties and time spent are not equivalent, then compensation will be adjusted on the average percentage ratio of the number of games played and the number of weeks of practice. A sample computation appears below.

All of the above sports activities are based on an average minimum practice of 1-1/2 hours a day, 5 days a week.

For the duration of this agreement, any request for the establishment of a new club shall be reviewed by the Board of Education in accordance with accepted and previously used procedures. If approved, new clubs shall be paid between 1% and 3% depending upon Board action.

SPORT	BOYS	GIRLS	PERCENT	AVERAGE	REC. PAY%
<hr/>					
Head Basketball 14%					
Games	20	14	70%		
Weeks	18	14	78%	74%	10.4%
<hr/>					
J.V. Basketball 10%					
Games	20	14	70%		
Weeks	18	14	78%	74%	7.4%
<hr/>					

SCHEDULE B (continued)

Track 10% approx.					
Meets	14	9	64%		
Weeks	12	9	75%	69%	6.9%

Softball					
Baseball 10%					
Games	22	10	50%		
Weeks	12	9	75%	62%	6.2%

Driver Education Formula (BA Base/1080) x .75 yields rate per hour

Payment Schedule: Coaches may elect payment in the following pay options:

- a. At the conclusion of the season when inventory and budget sheets are submitted.
- b. Semi-seasonal with one-half (1/2) of the total paid at mid-season, the other one-half (1/2) to be paid at the conclusion of the season when inventory and budget sheets are turned in.

SCHEDULE C
SCHOOL CALENDAR 1991-92

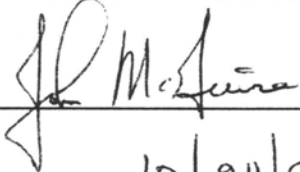
Friday, August 23	Teachers Only - In-service
Monday, August 26	Students Report - Half Day
	Teachers - Full Day
Monday, September 2	Labor Day - No School
Thursday, November 7	Parent/Teacher Conferences 5:00 - 8:00 p.m.
	K-12 Students - Full Day
Friday, November 8	Parent/Teacher Conferences - NO SCHOOL 8:00 a.m. - 12:00 p.m. 1:00 p.m. - 3:30 p.m.
Thursday, November 28	Thanksgiving Break - NO SCHOOL
Friday, November 29	" "
Friday, December 20	Winter Break - End of School Day
Monday, January 6	School Resumes
Friday, January 17	End of First Semester K-12 Students - a.m. Teachers Full Day

Monday, January 20	Second Semester Begins
Monday, February 17	Mid Winter Break - NO SCHOOL
Friday, March 6	Teachers In-service - NO SCHOOL
Tuesday, March 24	Parent/Teacher Conferences 5:00 - 8:00 p.m.
	K-12 Students - Full Day
Thursday, March 26	Parent/Teacher Conferences 5:00 - 8:00 p.m.
	K-12 Students - Full Day
Friday, March 27	Parent/Teacher Conferences - NO SCHOOL 8:30 a.m. - 12:00 p.m. Teachers a.m.
Friday, March 27	Spring Break - End of School Day
Monday, April 6	School Resumes
Friday, April 17	Good Friday - NO SCHOOL
Monday, May 25	Memorial Day - NO SCHOOL
Friday, June 5	End of Second Semester K-12 Students - a.m. Teachers Full Day

SCHOOL CALENDAR 1992-93 AND 1993-94

It is hereby agreed by the parties to this Agreement that sometime before the conclusion of the first and second years of this agreement representatives from both the Association and the Board shall convene a meeting(s) for purposes of negotiating a calendar. It is further agreed that the successor calendar shall not exceed the 1988-89 calendar in the number of student instructional days and teacher work days.

FOR THE ASSOCIATION:



Date:

10/24/91

FOR THE BOARD:



Date:

10-24-91

