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6/30/91

*Manton Consolidated Schools*

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AGREEMENT

between the

MANTON CONSOLIDATED SCHOOLS BOARD OF EDUCATION

and the

MANTON EDUCATION ASSOCIATION

1988 ---1991

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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AGREEMENT  
between the

MANTON CONSOLIDATED SCHOOLS BOARD OF EDUCATION

and the

MANTON EDUCATION ASSOCIATION

This Agreement entered into this 25th day of April, 1989, 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 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.

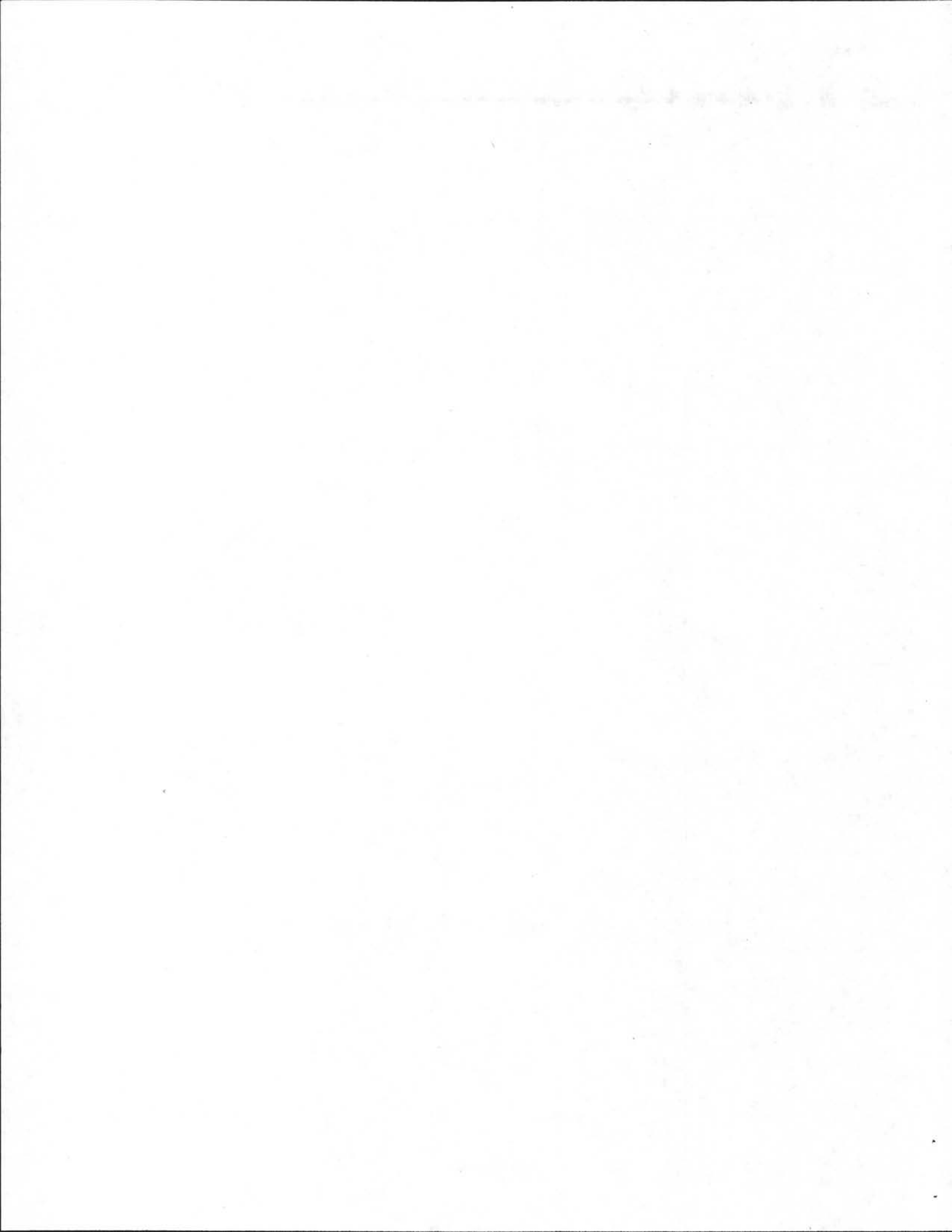
C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. All meetings requiring rooms 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 mail boxes 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.



C. 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.

### 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.



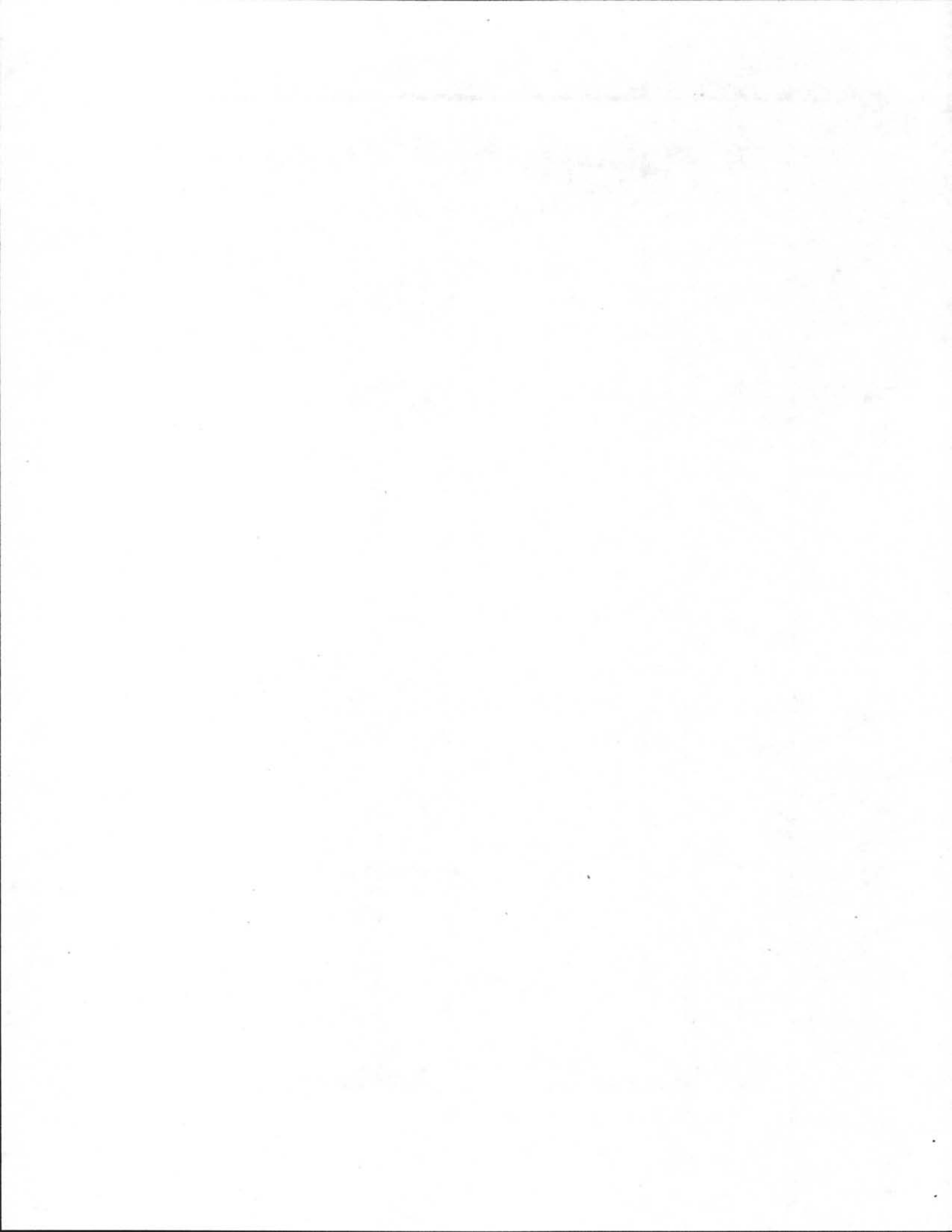


ARTICLE IV

DEDUCTION OF EDUCATION ASSOCIATION DUES

- A. The Board agrees to deduct from the salaries of teachers dues for the Manton Education Association, the Michigan Education Association, and the National Education Association, when voluntarily authorized in writing by each teacher desirous of having such dues deducted. The original copy of such authorization will be provided to the payroll office before such dues will be deducted.
- 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 in the amount of \$5.50 per pay period 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 NEA under such dues authorizations, shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from all claims of excessive dues deductions.
- I. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.



J. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

#### ARTICLE V

##### TEACHING CONDITIONS

A. 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 weekly teaching load in the junior and senior high school will not exceed five (5) hours of pupil contact per day, and each teacher will have five (5) unassigned preparation periods. Assignment to a supervised study period shall be considered a teaching period for the purposes of this Article. The normal weekly teaching load in the elementary school will not exceed six (6) hours of pupil contact per day.

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. All teachers in elementary grades shall have a minimum of 15 minutes break each day.



K. 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, computed by:  $1/30 \times \text{period of time} \times \text{their step length of time of the school day}$ .

L. 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.

M. 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 nontenured teachers.

N. The Board shall maintain in the teachers' lounge a copy of written Board Policy, updated as changed by the Board.

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\*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

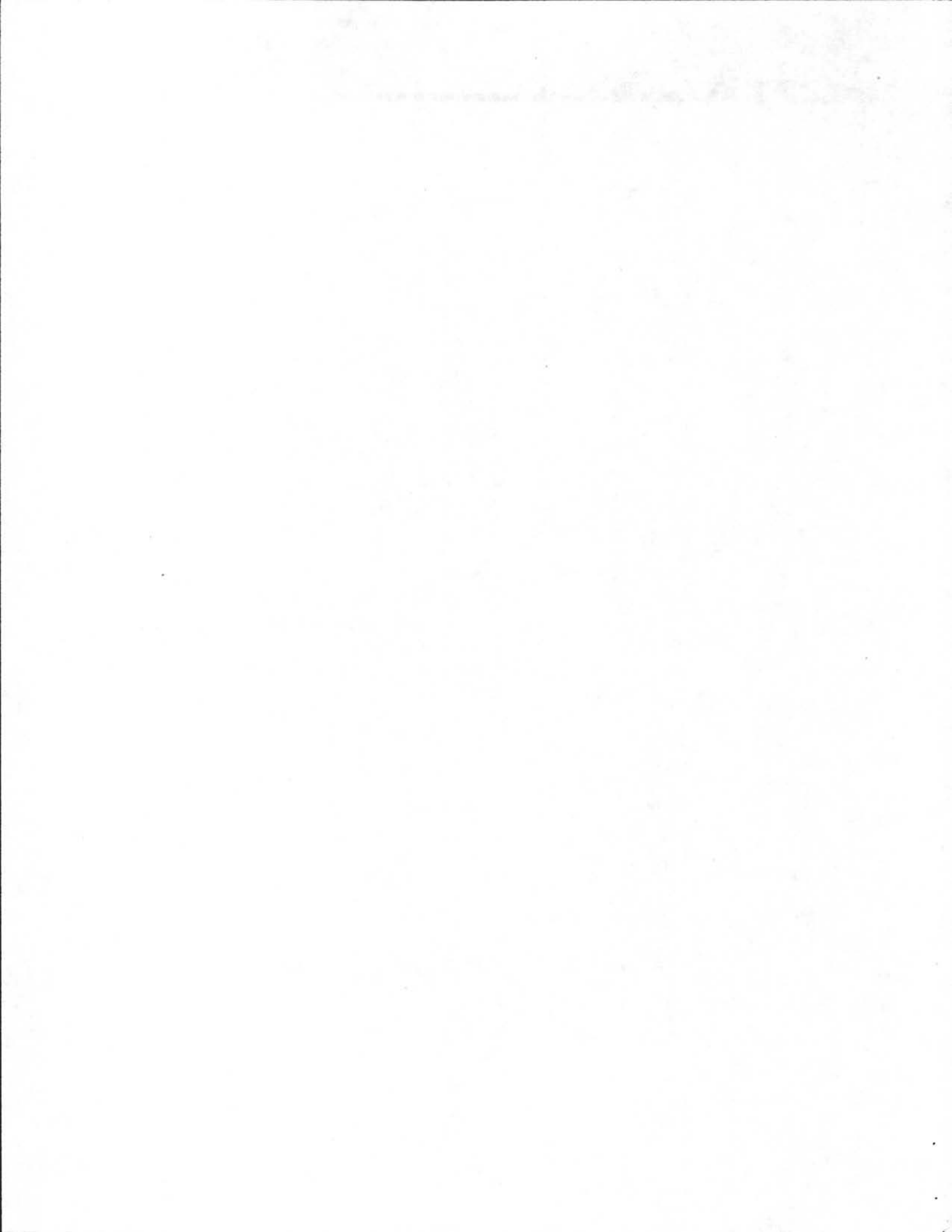
VACANCIES, PROMOTIONS AND TRANSFERS

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 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 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 90 days. Teachers with more than 90 days on August 25, 1978, will have that number of days until days are reduced to 90.

Teachers using two sick days or less in a given year will be given \$50.00 at the end of the school year.

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

B. At the beginning of each school year each teacher shall be credited with two (2) personal business leave days. The employee will be asked to divulge the reason, in general terms, for such leave (i.e. legal, real estate business, education, etc.). Personal leave will not be used for business that can be conducted at other times, nor recreational purposes.

The administration need not grant more than one personal day per elementary or secondary staff 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.

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 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 approved by the principal. 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 organizations.

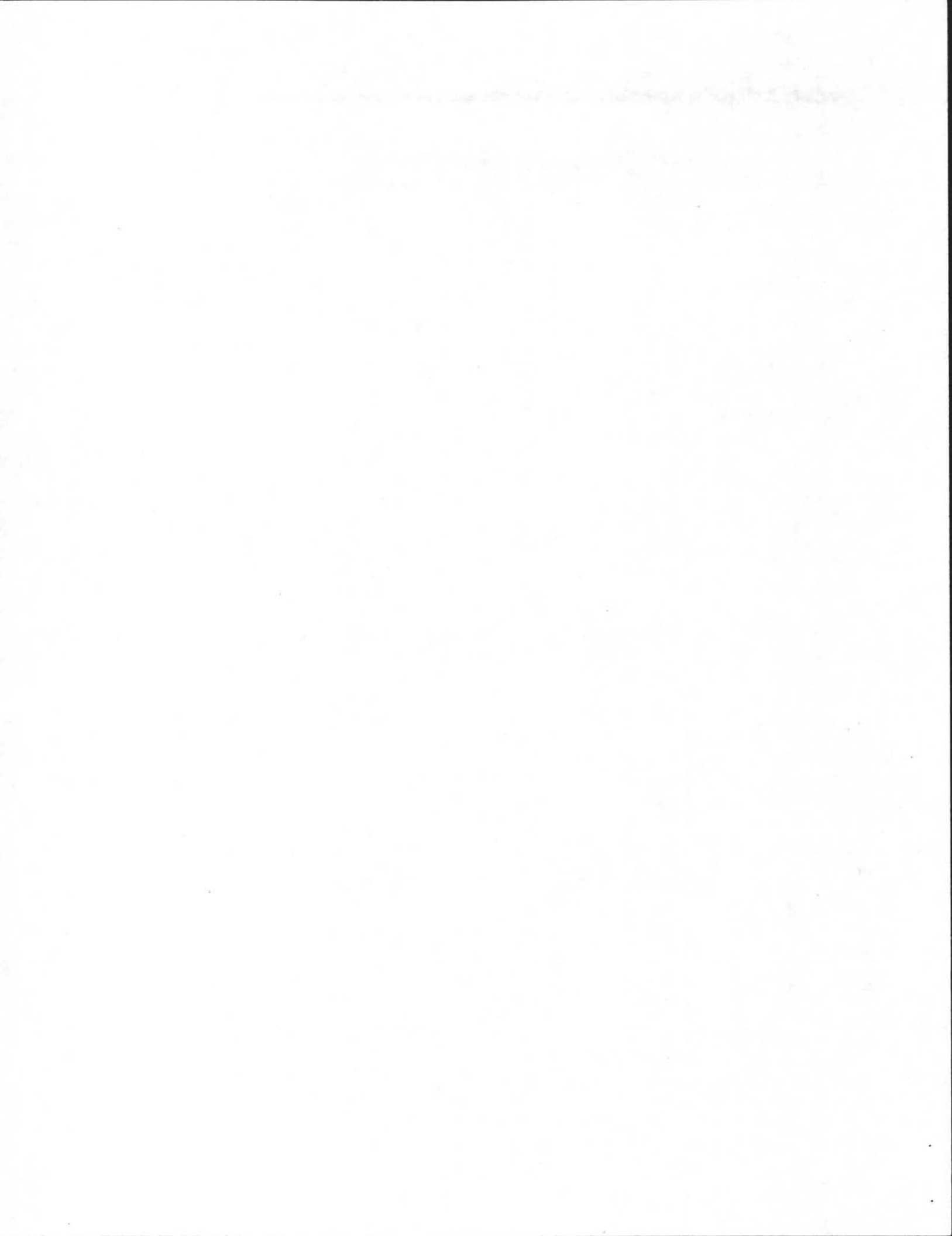
The teacher may be required to file a written or oral report within one week of use of these days to building principal.

G. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall receive his 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.





ARTICLE VIII

UNPAID LEAVES OF ABSENCE

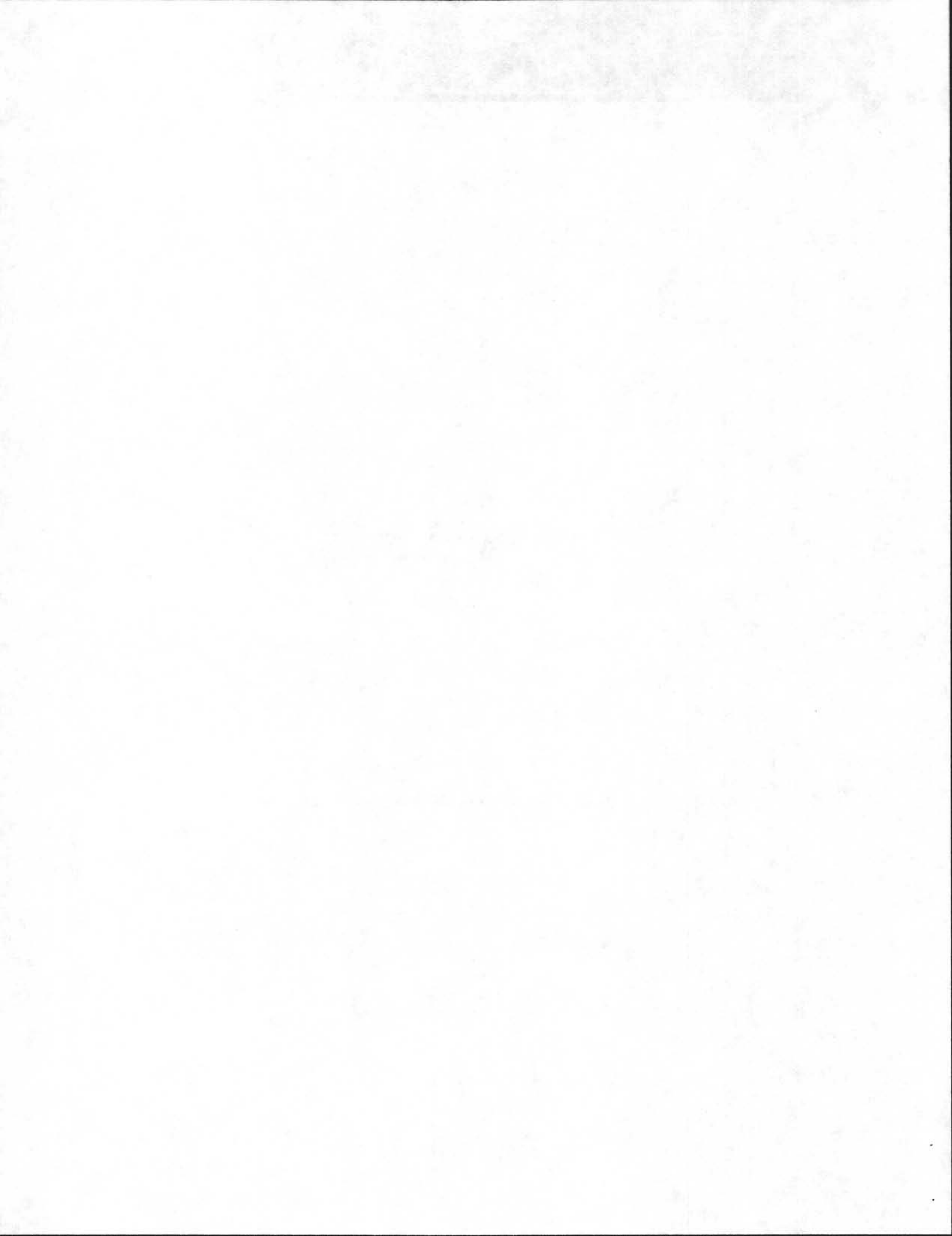
- A. A leave of absence of up to two (2) years may be granted upon application to any teacher for the purpose of teaching in other school districts, states, territories, or countries; the Peace Corps or Job Corps; or a travel or work program related to his professional responsibilities subject to Board 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 would have been had he 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.
- 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. 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. 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. A teacher may have present a representative of his choice from the Association when he 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, 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.

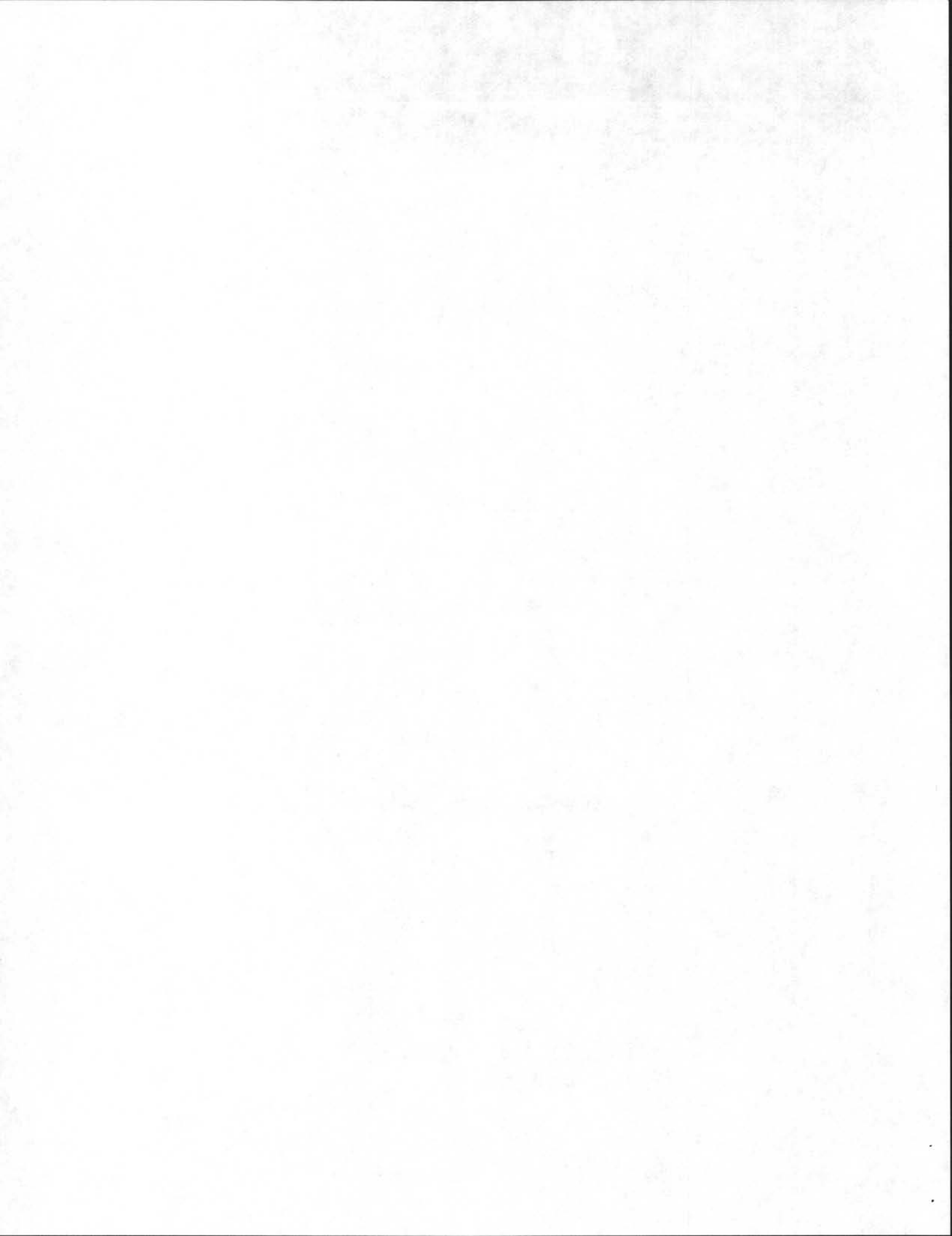
Seniority of a laid-off teacher shall not be lost, but shall not again increase until that teacher is reinstated. If a laid-off teacher refuses to be rehired into any position for which he is certified, that teacher's seniority shall be lost. Seniority shall be lost for a teacher who voluntarily ceases 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 seniorities 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 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 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 has state certification in the area of the specific course which he 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

1. 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 is being assigned.

#### C. INDIVIDUAL CONTRACT

1. The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article.

#### ARTICLE XII

##### CONTINUITY OF OPERATIONS

A. 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.

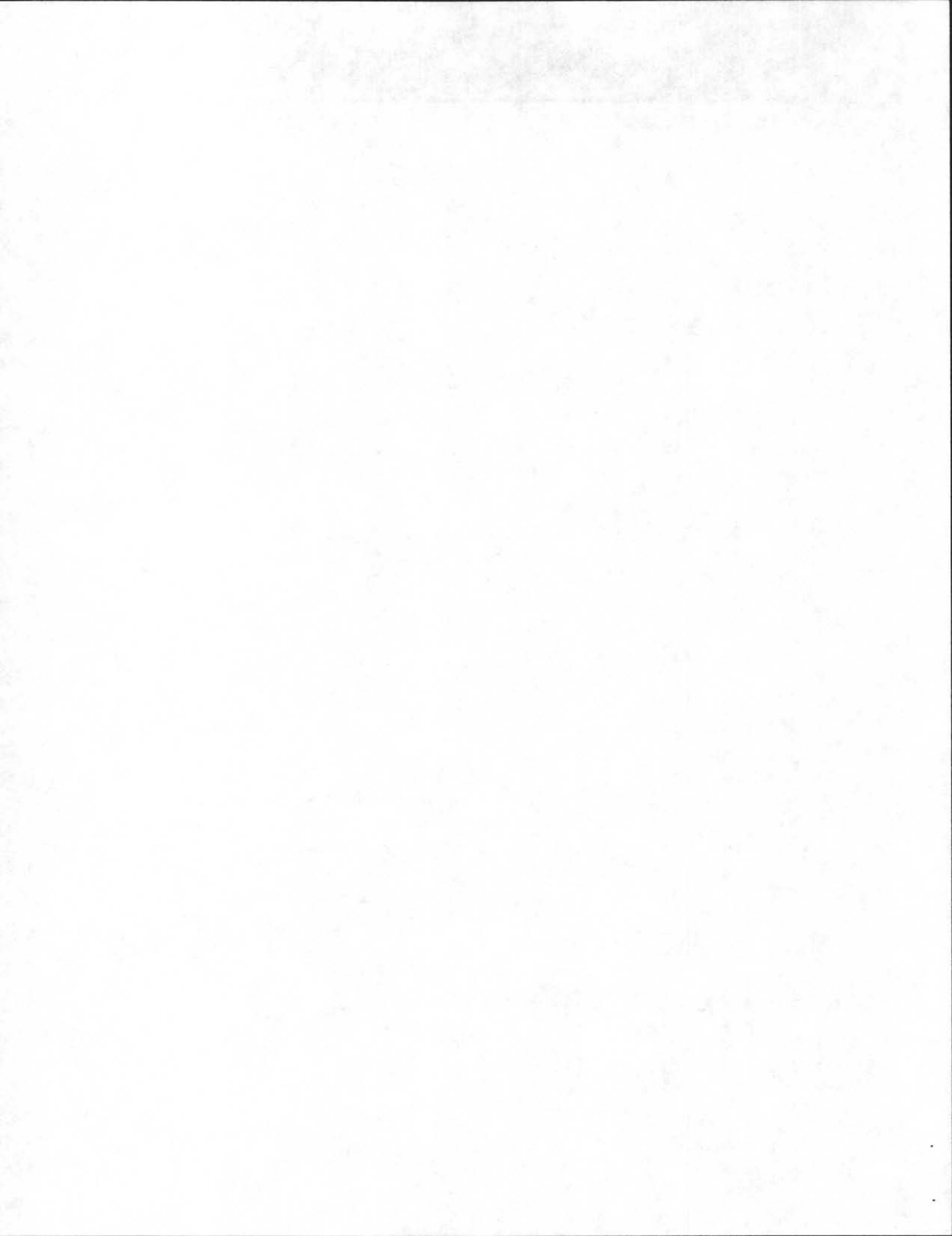
#### ARTICLE XIII

##### 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.

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 dates to be established with teacher input.



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. High school and junior high teachers who teach during their preparation consultation period (or throughout all seven periods of the normal high school day) will receive an additional amount equivalent to 1/7th of 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 remaining salary by June 15 or following the final State Aid payment provided the teacher's obligations to the district have been completed.

ARTICLE XV

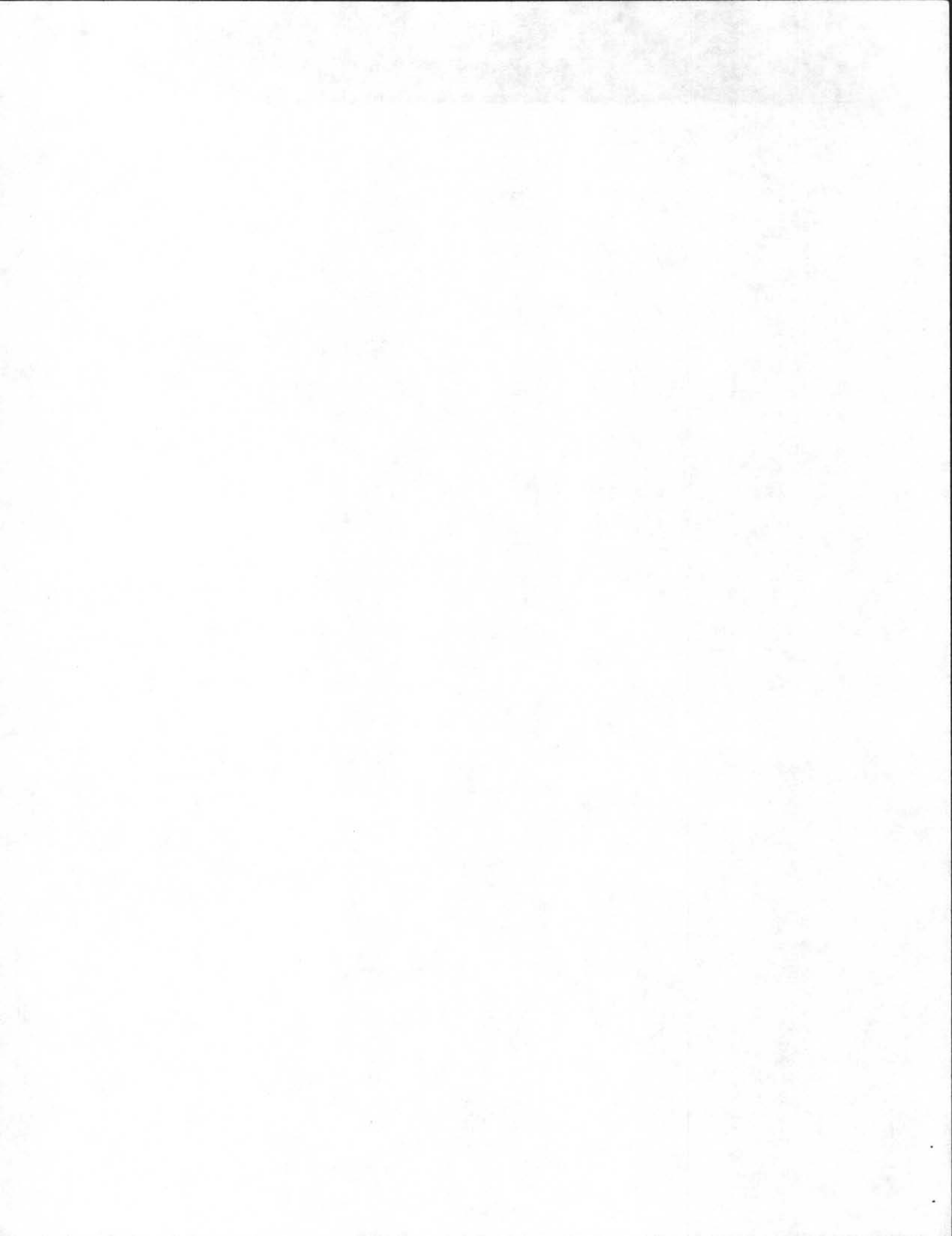
SPECIAL TEACHING ASSIGNMENTS

- A. Teachers will be informed of a telephone number they may call before 7:00 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 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

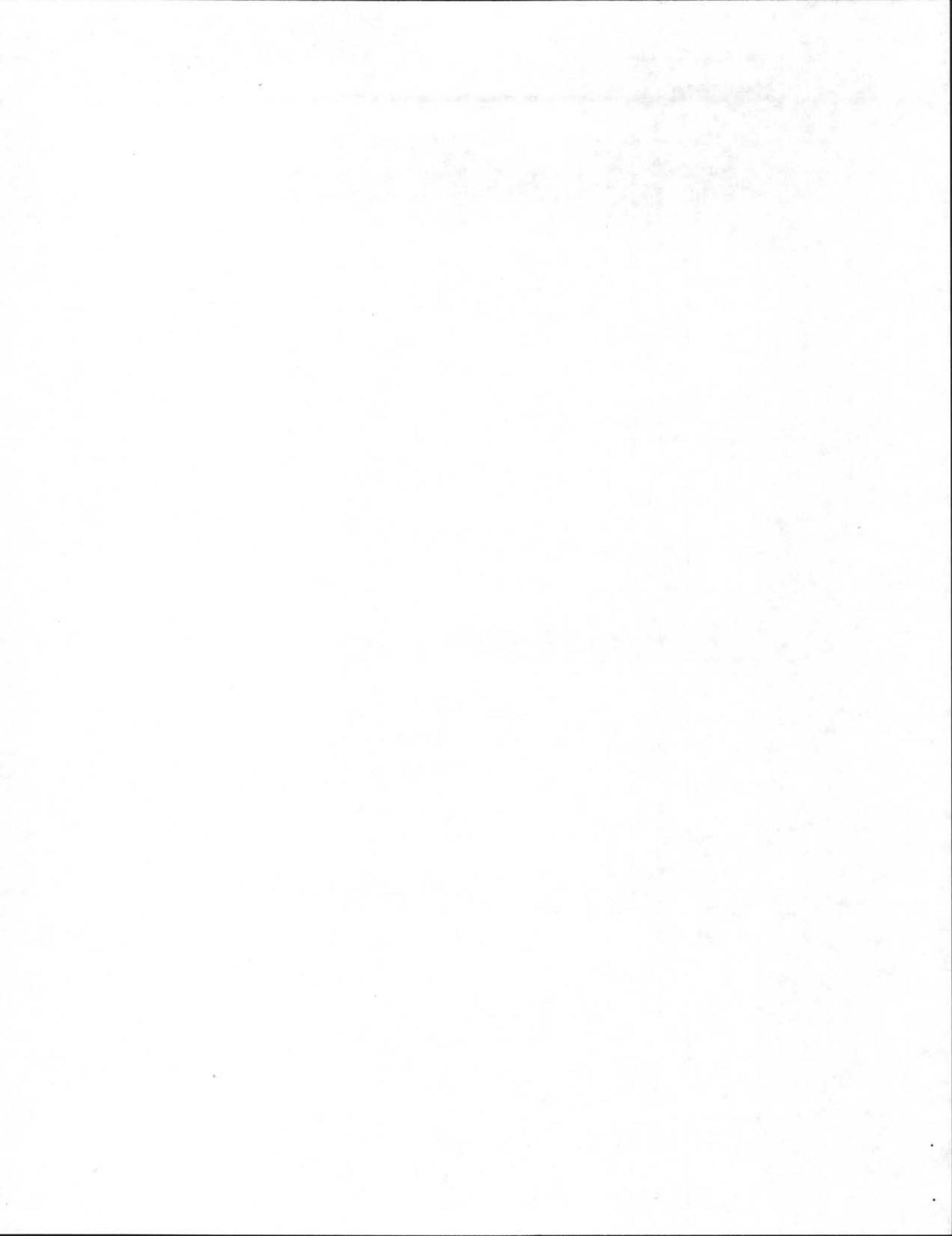
A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement by the Board may be processed as a grievance as hereinafter provided.

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 within five (5) days of said discussion to "B".

B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor.

C. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three days of such meeting, and shall furnish a copy thereof to the Association.

D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five



school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.

E. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board and the Association shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association and the Board.

F. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

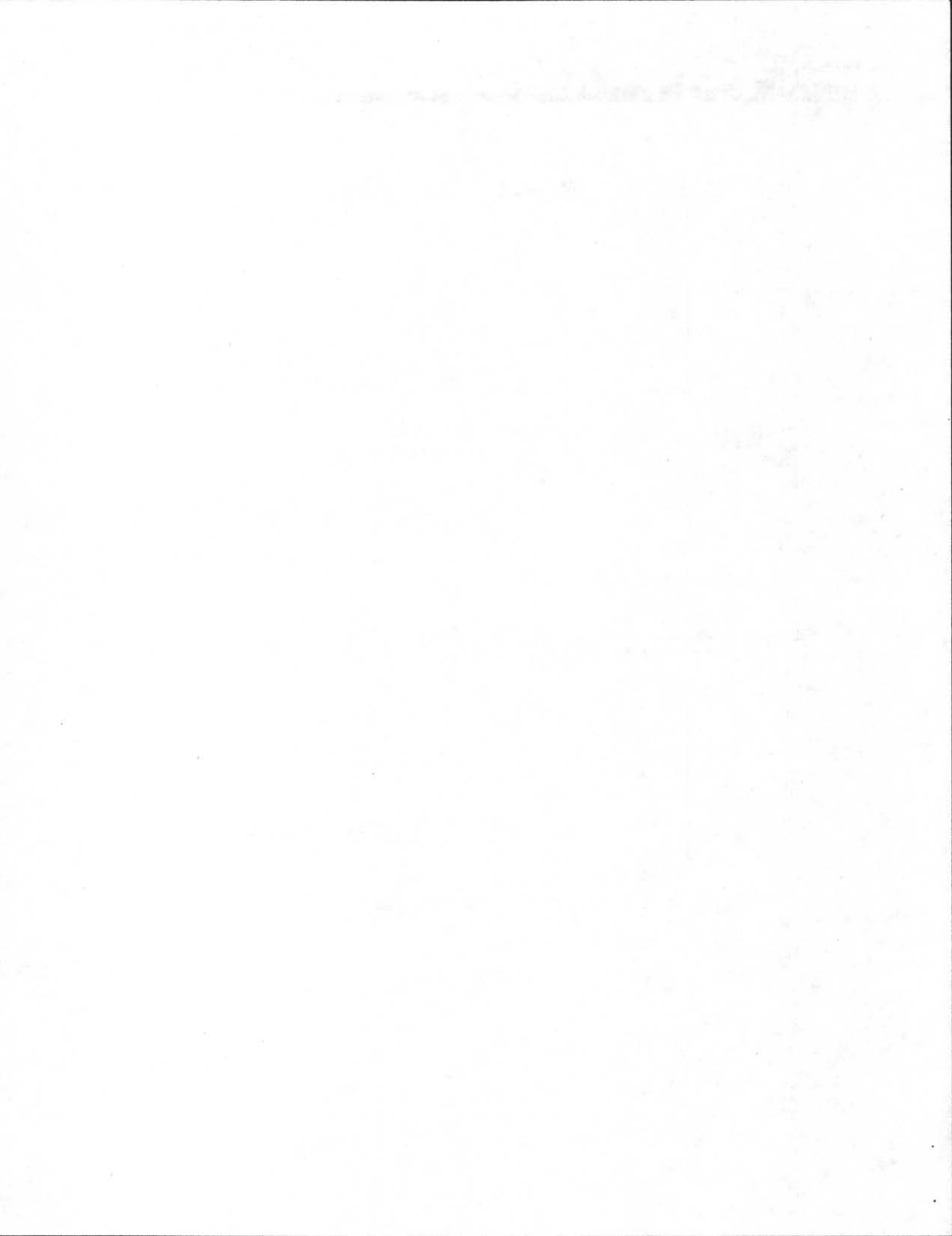
G. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

#### ARTICLE 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 an agreement covering the 1991-92 school year.
- 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, 1988, and shall continue in effect through the 30th of June, 1991. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

- By Charles Faies, President
- By Linda Wallender, Secretary
- By Robert C. Dunn, Chairman  
Negotiation Committee

BOARD OF EDUCATION

- By Raymond L. Matteson, President
- By Lynn Abrahamson, Vice-President
- By Theresa Johnson, Secretary
- By Lynn M. Foxworthy, Treasurer
- By Bettie Butcher, Trustee
- By Marcia Ferry, Trustee
- By Harold L. Kibbe, Trustee

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 1989.



SCHEDULE A

SCHOOL CALENDAR 1988-89

1988

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

September

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

October

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

November

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

December

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

Teachers - 183 days

Students - 181 days

SCHOOL CALENDAR

1988-89

August 26	Teacher Work Day
August 29	First Day of School
September 5	Labor Day
October 17	Inservice Day
November 15	Deer Hunting - No School
November 24, 25	Thanksgiving Recess
December 23 - January 2	Christmas Vacation
January 3	School Resumes
February 20	Presidents' Day
March 24-31	Spring Break
April 3	School Resumes
May 29	Memorial Day
June 2	Last Day of School





SCHOOL CALENDAR

1989-90

August 25 Teacher Work Day  
 August 28 First Day of School  
 September 4 Labor Day  
 October 16 Teacher Inservice  
 November 15 Deer Hunting - No School  
 November 23, 24 Thanksgiving Recess  
 December 25 - January 1 Christmas Vacation  
 January 2 School Resumes  
 February 19 Presidents' Day  
 March 26-30 Spring Break  
 April 2 School Resumes  
 April 13 Good Friday  
 May 28 Memorial Day  
 June 1 Last Day of School

SCHEDULE A

SCHOOL CALENDAR 1989-90

1989 August S M T W T F S  
 1 2 3 4 5  
 6 7 8 9 10 11 12  
 13 14 15 16 17 18 19  
 20 21 22 23 24 25 26  
 27 28 29 30 31

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

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

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

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

Teachers - 183 days

Students - 181 days

1990 January S M T W T F S  
 X 2 3 4 5 6  
 7 8 9 10 11 12 13  
 14 15 16 17 18 19 20  
 21 22 23 24 25 26 27  
 28 29 30 31

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

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

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

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

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



SCHEDULE B (continued)

1988-91

**Retirement** - The Board will continue to pay toward teacher retirement as it did under the previous contract.

**Masters Degree** will pay \$1,400 extra for 1988-89  
 \$1,500 extra for 1989-90  
 \$1,600 extra for 1990-91

**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.

**Longevity** - \$250 for each block of 5 years service beyond the salary schedule.

**Health Insurance** - The Board will pay the premiums and administer the programs as in the past such that each teacher receives 12 months of MESSA Full Family SuperCare II for each year of this Agreement.

**Dental Insurance** - The Board will provide each teacher with 12 months of Delta Dental Insurance Plan E-007 with internal and external coordination of benefits for each year of this Agreement.

**Long Term Disability** - The Board will provide each full-time teacher with 12 months of MESSA LTD Plan I, 66 2/3 % of salary to \$2,500 monthly maximum, 90 calendar day modified fill, with a waiver of the limitation on mental/nervous condition to extend coverage to age 70.

**Life Insurance** - The Board will provide each full-time teacher with 12 months of Group Term Life Insurance with Accidental Death and Dismemberment in the amount of \$50,000 for each year of this Agreement.

**Vision Insurance** - The Board will provide for each teacher and his/her eligible dependents as defined by MESSA, without cost to the bargaining unit member, twelve (12) months of MESSA VSP2 vision insurance for each year of this Agreement, except that each yearly anniversary day of VSP2 participation the Board shall have the option of changing to a program funded and administered by the Board that is equal to or better than VSP2.

Effective as of May 1, 1989, any teacher who elects to not receive health insurance benefits through the Manton Consolidated Schools shall receive from the Board in its stead a payment of \$85.00 per month for the remainder of this agreement, into a Board-recognized tax sheltered annuity of the teacher's choice.

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If required by law to make up snow day, no additional pay will be rendered.

Year:	Step	MA Degree	BA Degree	MA Degree	BA Degree	MA Degree	BA Degree	MA Degree	BA Degree
1990-91	0	\$18,640	\$20,040	\$19,614	\$21,114	\$20,594	\$22,194	23,326	24,458
	1	19,665	21,065	20,693	22,193	21,726	23,326	24,458	25,590
	2	20,690	22,090	21,772	23,272	22,858	24,458	25,590	26,722
	3	21,715	23,115	22,851	24,351	23,990	25,122	26,254	27,524
	4	22,740	24,140	23,930	25,430	25,122	26,722	27,854	29,194
	5	23,765	25,165	25,009	26,509	26,254	27,524	28,656	30,118
	6	24,790	26,190	26,088	27,588	27,386	28,518	29,650	31,250
	7	25,815	27,215	27,167	28,667	28,518	30,118	31,250	32,382
	8	26,840	28,240	28,246	29,746	29,650	31,250	32,382	33,514
	9	27,865	29,265	29,325	30,825	30,782	32,382	33,514	34,646
	10	28,890	30,290	30,404	31,904	31,914	33,514	34,646	35,778
	11	29,915	31,315	31,483	32,983	33,046	34,646	35,778	36,910
	11 Longevity-1 Block	30,215	31,615	31,783	33,283	33,346	34,946	35,778	36,910
	11 Longevity-2 Blocks	30,515	31,915	32,083	33,583	33,646	35,246	35,778	36,910
	11 Longevity-3 Blocks	30,815	32,215	32,383	33,883	33,946	35,546	35,778	36,910



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.

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 work day.

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

#### SCHEDULE B-1

Junior - Senior Play & Drama Club	\$600
Vocational Agriculture (Summer)	\$700
FFA Advisor	\$350
Vocational Home Economics	\$700
Band Director	92
Library (For work that has traditionally done.)	\$800
Lab Fee	\$100
Senior Advisor	\$500
Junior Advisor	\$700
Sophomore Advisor	\$100
Freshman Advisor	\$100
Eighth Grade Advisor	\$100
Seventh Advisor	\$100
Yearbook Advisor	\$250
Student Council Advisor	\$400

Any Board Approved Club - Shall be based upon job description.

Art Club	\$250
Ski Club	\$200
Safety Patrol	\$350
Honors Society	\$150
Intramural	\$100
Chaperone for buses and school events	\$2.00 per hour
Newspaper	\$250
Elementary Christmas Program	\$300
Substituting in Classes	\$ 9.00 Class period 1988-89 \$10.00 Class period 1989-90-91
Driver Education (Summer Classroom)	\$12.00 per hour
Driver Education (Behind the wheel)	\$12.00 per hour
Kindergarten Testing	Substitute teacher pay rate
Counselor (Three weeks work)	At reg. school-year rate of pay



SCHEDULE B-1 (Continued)

Athletics

Head Varsity Football	9X
Assistant Football	7X
Head Varsity Basketball	9X
J.V. Basketball	7X
9th Grade Basketball	4X
8th Grade Basketball	3X
7th Grade Basketball	3X
Baseball	8X
Assistant Baseball	5X
Softball	8X
Assistant Softball	5X
Track	8X
Junior High & Assistant Varsity Track	5X
Gross Country	8X
Volleyball	8X
J.V. Volleyball	5X
Junior High Volleyball	Based on Schedule
Cheerleader Advisor (J.V. and Varsity)	9X
Freshman Cheerleader Advisor	1X
8th Grade Cheerleader Advisor	1X
7th Grade Cheerleader Advisor	1X
Freshman Cheerleader Advisor	1X

The above percentages refer to that per cent of coaching step.

SCHEDULE C

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 signature if more than one grievant.)

Principal's Disposition:

Date \_\_\_\_\_ Signature of Principal \_\_\_\_\_

Association's Disposition:

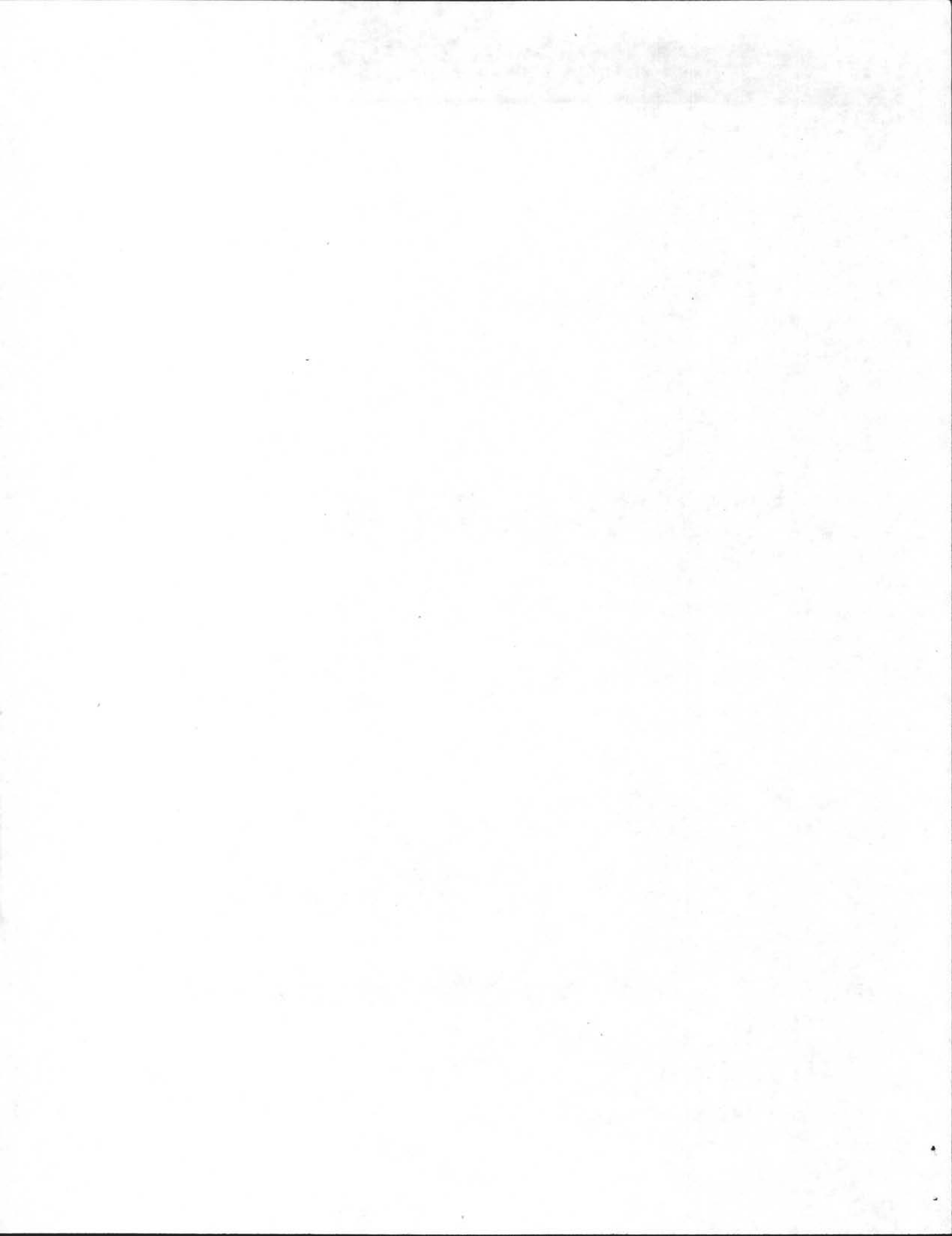
Date \_\_\_\_\_ Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Superintendent's Disposition:

Date \_\_\_\_\_ Signature of Superintendent \_\_\_\_\_

Association's Disposition:

Date \_\_\_\_\_ Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_





LETTER OF UNDERSTANDING

The Manton Consolidated Schools Board of Education and the Manton Education Association agree to maintain the status of Mr. Robert C. Dunn as a bus driver and teacher in the same manner as has been present for the last several years.

LETTER OF UNDERSTANDING

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

