

**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION  
MANCHESTER COMMUNITY SCHOOLS  
DISTRICT**

**&**

**THE WASHTENAW COUNTY EDUCATION  
ASSOCIATION/MEA/NEA**

**2017-2019**

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This Agreement is entered into by and between the Board of Education of the Manchester Community School District, hereinafter called the "Board", and the Washtenaw County Education Association/MEA/NEA, hereinafter called the "Association".

Whereas, the Board of Education and the Association have a statutory obligation pursuant to Act 336 of Public Acts of 1947, as amended by Act 379 of P.A. 1965, to negotiate with each other 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 1 – RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for purposes of Act 336 of P.A. 1947, as amended for positions included within the bargaining unit.

Included in the unit are all full and part-time classroom and special education teachers, guidance counselors, librarians, social workers, psychologists, state and federal programs services coordinator, and speech therapists under contract with the Manchester Community Schools.

Excluded from the unit are full and part-time supervisory, executive, administrative personnel, non-instructional employees, substitute teachers, teachers when employed to perform services during scheduled vacation periods, adult education teachers, community education teachers, and all other employees not specifically included as part of the bargaining unit as defined above.

- B. Definitions

(1) The term "teacher" when hereafter used in this agreement, shall refer to only "classroom teachers" and "special education teachers". The term "employee" shall refer to all other members of the bargaining unit represented by the Association.

(2) The term "Board" shall include its officer and/or agents.

(3) Regularly employed part-time teachers/employees shall mean those teachers/employees employed continuously by the Board.

- C. All regularly employed part-time teachers/employees shall be under contract and shall participate in this Agreement on a pro rata basis. Non-regularly employed part-time teachers/employees shall not be under contract and are excluded from coverage under the contract in its entirety.

### **ARTICLE 2 – BOARD'S RIGHTS**

- A. The Board, 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 Revised School Code 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 teachers/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/employee 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 performance on the part of a teacher/employee provided documentation is given to the teacher and the Association prior to any medical evaluation being scheduled.
- C. Any right of the Board not relinquished in this written Agreement remains a right of the Board.
- D. All language will continue to be addressed in an ongoing manner between the EA and the Board.

### **ARTICLE 3 – ASSOCIATION RIGHTS**

- A. The Board agrees to not negotiate with other organizations or individuals over matters affecting this bargaining unit, unless otherwise required by law. Nothing contained herein shall be construed to prohibit an individual teacher/employee from presenting a level one grievance and having the grievance adjusted without intervention of the Association if the adjustment is consistent 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. Such use shall be consistent with the district's established building use policy, including any fees for use contained in the policy.
- 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'/employees' work day, except during the teachers'/employees' duty free lunch period.
- D. Local Association members shall have the right to use school facilities and office equipment, including computer equipment, photocopying machines, other duplicating equipment, calculating machines, digital cameras, 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 for 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/employee bulletin boards, at least one of which shall be provided

and designated for Association use in each school building. The location of such bulletin boards shall be such that information on them is not available for general public viewing. The Association may use the District mail service, e-mail (electronic and paper) and teacher/employee mailboxes for communications to teachers/employees.

- 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, employees 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/employees; 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.
- G. All language will continue to be addressed in an ongoing manner between the EA and the Board.

#### **ARTICLE 4 – TEACHER/EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher/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 the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher/employee 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/employee 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/employees shall be entitled to full rights of citizenship, and no religious or political activities of any teacher/employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher/employee. A teacher's/employee's professional conduct shall be consistent with the Michigan Professional Educator's Code of Ethics as approved by the State Board of Education. The private and personal life of any teacher/employee is not within the appropriate concern or attention of the Board, unless it interferes with his/her assigned duties.
- C. Nothing contained within this contract shall be construed to deny or restrict to any teacher/employee rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers/employees 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 gender, age, race, color, national origin, religion, height, weight, sexual orientation, marital status, disability, English speaking ability, or place of residence.
- E. A teacher/employee will have the right to review the contents of all records, excluding initial

references, of the District pertaining to said teacher/employee, originating after initial employment and to have a representative of the Association accompany him/her in such a review.

- F. Teachers/employees 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/employee 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. The grade given to a pupil by a teacher may not be changed unless the teacher agrees to the change or the teacher has been afforded the opportunity to provide input as to why the grade should not be changed.
- I. The Board agrees that in the event a request is made by a third party for any personnel file contents, the Board will notify the teacher/employee within 2 business days of receiving such a request.
- J. Any probationary teacher/employee who receives notice from the Board that his/her services will not be renewed for the ensuing school year (except layoff) 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/employee. The teacher/employee may be represented by the Association or legal counsel if he/she so desires. It is expressly understood that these matters shall not be subject to grievance procedures.

#### **ARTICLE 5 – TEACHING HOURS**

- A. The normal workday for bargaining unit members will be seven (7) hours and twenty-four (24) minutes.
- B. The normal daily teaching load for bargaining unit members shall not exceed the following:

Elementary: The first five (5) hours and thirty-six (36) minutes of pupil instructional time per day will be the average daily time for each full instructional week with the actual daily instructional time not to exceed five (5) hours and forty-nine (49) minutes. Each elementary school teacher shall have at least one (1) thirty (30) minute special each full instructional day.

Building association representatives shall work with building principal to determine the most equitable schedule for specials on half days. The schedule should consider equity for teachers across the school year as a whole.

Middle School: Six (6) hours and fifteen (15) minutes of pupil instructional time per day. (375 minutes) High School: Six (6) hours and sixteen (16) minutes of pupil instructional time per day. (376 minutes)

- C. The Board shall determine the starting and ending times of the pupil's school day. Teachers/employees shall be permitted to leave fifteen (15) minutes after the close of the pupil's regular school day. Teachers/employees shall attend to those matters which properly require their attention, including consultations with parents when scheduled directly with the teacher/employee or through the administration when necessary.

- D. During the teacher/employee workday as defined above, teachers/employees shall attend to those matters which require their attention, including attending IEP meetings, 504 planning, and other meetings, including consultations with parents when scheduled directly with the teacher /employee or through the administration when necessary. On Fridays and on days preceding holidays and vacations, the bargaining unit members' day shall end when pupils are dismissed.
- E. If teacher/employee attendance at an IEP meeting is required outside of the contracted work day, they shall receive P.E.D. pay (see Article 10, B, 2) for the time they are required to be present which is outside of the contract day. If the IEP meeting is not contiguous to the contract day, the teacher/employee shall be paid at the P.E.D. rate for their travel time to and from the meeting. Whenever possible, every effort will be made to schedule IEP meetings during the contract day. Failing this, every effort will be made to keep them contiguous to the contract day. Only as required by statute (300.322) will an IEP meeting be scheduled at a time that is not contiguous to the contract day.
- F. District, building, and committee meetings may require teachers/employees to remain at work until after regular working hours. It is expected that all teachers/employees recognize the worth and importance of such meetings. All teachers/employees 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 or more often than once every two weeks unless mutually agreed upon by the staff and administration. Meetings will last no longer than sixty (60) minutes. After school meetings shall have a set start time no later than 15 minutes after the end of the instructional day and then run no more than sixty minutes in duration. Before school meetings should have an end time no more than fifteen minutes before the start of the instructional day and may start no more than sixty minutes before said end time. Attendance at the designated start times and for the entire duration of such meetings shall be mandatory. By a majority vote of the teachers/employees in a building, they may decide to have their "normal building meeting time" before rather than after school. Such a vote must be scheduled in the spring (May or June) of the previous school year.
- G. If instructional hours need to be made up due to "Act of God" days, the parties shall meet after March 1<sup>st</sup> to develop a mutually agreeable plan to make up the time. The plan will consist of making up time by adding time to the existing school day, provided there is no requirement to add instructional days to achieve compliance with state requirements. Parties will attempt to complete the plan by March 15<sup>th</sup>
- H. Both parties recognize the need for regular attendance at district, building, grade level and departmental meetings. Part-time teachers/employees will attend all such meetings that are scheduled contiguous to their work day (i.e. that begin or end within 30 minutes of their scheduled hours of work). Building administration will make reasonable effort to schedule alternative meeting times and/or provide alternative means for part-time teachers/employees to meet their obligations for those meetings that are not contiguous to their work day. Nevertheless, part-time teachers/employees share the responsibility for the agenda items. Administration may require a part-time teacher/employee to attend up to two (2) non-contiguous meetings per year.
- I. To compensate part-time teachers/employees for their full-time attendance at all in-service days, record days, conferences, open houses and the like, the fraction of the full-time pay allotted for part-time positions shall be computed as follows:

$$\text{Pay Fraction} = \frac{FTE + T-S}{T} (1-FTE)$$

Where: T = number of scheduled teacher/employee days in the school calendar  
 S = number of scheduled student days in the school calendar

$$\text{FTE} = \frac{\text{number of student days for specific teacher/employee}}{\text{number of contracted student days}}$$

Example:

FTE

PAY FRACTION

$$\frac{90}{180} = 0.5$$

$$0.5 \frac{(185 - 180)}{185} (1 - 0.5) = 0.5220$$

## ARTICLE 6 – TEACHING LOADS AND ASSIGNMENTS

A. Every reasonable effort will continue to be made to limit each teacher in grades 7-12 to no more than 4 preparations per school year. In the event there is the possibility of more than four (4) preparations, the Association, administration, and affected teacher(s) will meet to consider other options.

B. When special teachers (music, art, P.E., etc.,) hold classes in the elementary grades, this time shall be used for conference time. Whenever special classes (music, art, P.E., etc.) are not held because of the absence from their contracted duty of the special teacher, the regular elementary teacher shall be compensated at the rate specified in section H of Article 6 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 not less than 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/employee shall be entitled to a duty-free lunch period equivalent to the students.

E. Teacher/employee participation in extra-curricular activities for which no extra compensation is paid shall be voluntary.

F. Teachers/employees assigned to more than one building shall not be required to travel between buildings during their lunch period or allotted preparation period. Any teacher/employee required to travel between buildings during their lunch period or preparation time shall be compensated at the teacher's/employee's per diem rate. (Travel time between buildings shall be defined as 10 minutes.)

G. Any teacher who accepts a teaching assignment beyond their normal teaching schedule for a semester shall be compensated at a rate one-fourteenth (1/14th) of their base salary (when there is a 7 period school day), or one twelfth (1/12th) of their base salary (when there is a 6 period school day), or the amount equivalent to the fraction of the total school day that is added to their schedule.

H. Teachers needed to substitute during their preparation period will be compensated at the rate of \$30.00 per period for the duration of this Agreement.

I. The Board recognizes the value of having teachers/employees in coaching positions. When there are multiple qualified applicants for a coaching vacancy, a committee which includes community members and teachers/employees will be used in the interview and recommendation process.

## ARTICLE 7 – TEACHER/EMPLOYEE CONDITIONS

The Association and the Board agree that the primary duty and responsibility of teachers/employees is to provide instruction which improves student academic achievement, and commit to working together to insure that the primary energy of all instructional staff members is used to this end.

A. **Class Sizes:** The Association and Board agree that the student-teacher ratio is an important aspect of an effective educational program.

(1) Elementary School: the parties agree that sizes in the elementary school shall be as follows:

- |   |             |
|---|-------------|
| a. Kindergarten and First Grade         | 24 students |
| b. Second, Third & Fourth Grade         | 27 students |
| c. Physical Education                   | 30 students |
| d. Vocal Music                          | 30 students |
| e. Art                                  | 30 students |
| f. Other specials (including computers) | 30 students |

(2) Middle School: the parties agree that class sizes in the middle school shall be as follows:

- |                       |             |
|-----------------------|-------------|
| a. Core Classes       | 30 students |
| b. Physical Education | 35 students |
| c. Chorus             | 40 students |

(3) High School: the parties agree that class sizes in the high school shall be as follows:

|                   |             |                    |             |
|-------------------|-------------|--------------------|-------------|
| English           | 31 students | Drafting           | 30 students |
| Social Studies    | 31 students | Art                | 30 students |
| General Education | 31 students | Vocal Music        | 45 students |
| Mathematics       | 31 students | Physical Education | 38 students |
| Science           | 31 students | Telecommunications | 28 students |
| Foreign Language  | 28 students |                    |             |
| Business          | 28 students |                    |             |
| Industrial Arts   | 26 students |                    |             |

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

### B. Payment for Overload

If the above class sizes are exceeded, payment will be made in the following manner:

- (1) Certification of overloads will be at the end of each semester with payment being made within thirty (30) calendar days of certification.
- (2) Middle and High School (grades 5-12): An overload shall be defined as each student in excess of the class sizes defined above for more than any 45 instructional days of a semester. The payment for each overload at the middle and high school grades shall be \$32.00 per semester.
- (3) Elementary Self-Contained Classrooms: In elementary (K-4) self-contained classrooms, an

overload, defined as each student in excess of the class sizes defined above, for more than any 30 instructional days and less than or equal to any 50 instructional days in a semester will be paid at the rate of \$27.00 per overload per semester. In elementary (K-4) self-contained classrooms, overloads of more than any 50 instructional days shall be paid at the rate of \$57.00 per overload per semester less the \$27.00 already paid.

- (4) Elementary Specials: An overload in an elementary special will be paid at the rate of \$15.00 per semester per overload as defined in 7.B(3).
- C. The Board recognizes that appropriate texts, library references facilities, 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 adopt books and supplies without the consultation of the Curriculum, Instruction and Achievement team (See Article 12).
- D. The Board shall make available in each school dedicated restroom facilities for teacher/employee use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge/lunchroom.
- E. Telephone facilities shall be made available to teachers/employees 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/employees.
- F. The Association shall have permission to install a vending machine for beverages, 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/employees. The District will clear the drives, parking facilities and walks of snow and ice prior to the required arrival time.
- H. Each teacher/employee shall maintain with the office of the Superintendent 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 employment of the School District.
- I. Teachers/employees who are required to travel between buildings as part of their jobs shall be paid a travel allowance of current IRS rate per mile traveled.
- J. Teachers/employees shall be allowed reasonable access, with due regard for other work priorities in the school District, to computers and photo copy machines to prepare classroom teaching materials on their conference period.
- K. The District agrees to establish a system that provides for qualified substitute teachers.

## ARTICLE 8 – PAID TIME OFF AND LEAVES OF ABSENCE

### A. Paid Time Off

- (1) All full-time teachers/employees shall be granted a total of fourteen (14) Paid Time Off days (hereafter referred to as PTO days) per school year with pay and may be used at the teacher's discretion, subject to the following guidelines:
  - (a) Except in the case of unforeseeable and/or extenuating circumstances, these days cannot be used the first or last week of school or the day before or the day after a holiday, during scheduled teacher conference days except in emergency situations, nor shall these days be used for recreational purposes.
  - (b) Teachers/Employees intending to use three or more consecutive leave days shall notify their principal(s) in writing at least forty-eight hours ahead of time, except in emergency situations which preclude such notice. Principals shall grant such requests except in situations where the teacher's/employee's absence would be extremely disruptive to the normal daily operation of the school. Teachers/employees will work with their building administrator to minimize the impact that their absence might have on the educational program.
  - (c) A teacher/employee who is aware of an impending period of physical disability or illness, including pregnancy, shall notify the administration of such as soon as possible. A statement from the attending physician giving the anticipated commencement date and anticipated duration of the disability or illness shall be provided to the building principal if requested.
  - (d) Teachers/Employees experiencing extenuating circumstances, outside the above described conditions, may apply to the Superintendent for short term, paid or unpaid leaves of absence.
- (2) All previously employed full-time teachers/employees shall accrue the above PTO days at the beginning of the school year; regular employed part-time teachers/employees will receive pro rata PTO benefits. Newly employed teachers/employees shall accrue two days of the PTO days hereinabove granted 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 until the allotted PTO days have been accrued.
- (3) All teachers/employees shall enter their absence and register their need for a substitute before 11:59 p.m. of the night before the 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 before the time hereinabove specified, it will be necessary for the teacher/employee to file with the building principal a written statement concerning the reasons for failure to notify.
- (4) Notification for leave for a funeral or a death of a person is expected as soon as practicable to the building principal.
- (5) PTO 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 teacher school year. It is understood that the retirement payout will max out at one hundred sixty-five (165) days.
- (6) Upon the recommendation of the Superintendent, the Board may require a teacher/employee to submit to a physical or mental examination by appropriate specialists to determine whether

involuntary 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/employee after an absence of five (5) consecutive school days or from any teacher/employee suspected of abusing PTO leave. The District may at its own expense require a second opinion from a physician chosen by the District. 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.
- (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/employee who seeks or obtains or engages in other employment during the teacher's/employee's work day, while said teacher/employee is on paid leave of absence, shall be subject to disciplinary action in addition to forfeiting his/her right to pay for such day.
- (10) Furlough Day - For 2016-2017, the first PTO day will be unpaid at the teacher/employee per diem rate. This unpaid day will be taken out of the last pay date in the month of June.

#### **B. Other Leaves of Absence with Pay**

- (1) Jury Duty or Court Appearances: A paid leave of absence shall be granted to a teacher/employee 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/employee cooperates with the Board in seeking to get excused from jury duty; and provided further, said teacher/employee 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/employee 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/employee 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) Selective Service Physical Examinations: Time necessary to take a selective service physical examination, not to exceed one (1) day.
- (3) Educational Travel Leave: All full-time teachers/employees 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 Educational 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/employee will receive will be the difference between the substitute's daily wage and the teacher's/employee's daily wage. A teacher/employee who is granted leave for such a trip will be ineligible for two school years for a similar leave. No more than two teachers/employees may be granted leave for this purpose at any one time. A teacher/employee 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/employees submit Educational Travel Leave requests for identical time periods, the two earliest applicants will be considered for such leave.

It is understood that teachers/employees granted leave for the above stated purposes will share their experiences via presentations with their students, organized groups and their community if called upon to do so.

- (4) Association Leave: 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/employees who are members of the local Association. The use of this leave is to be at the discretion of the Association President or designee. The Association agrees to notify the Board no less than one week in advance of taking such leaves.
- (5) Representation Leave: Release time shall be granted to the local Association President to represent a teacher/employee, at the teacher's/employee's request, who is called before the Superintendent and/or the Board of Education during the normal school day.
- (6) Miscellaneous (applicable to all paid leaves in 8A and 8B): A teacher/employee on any paid leave shall accrue seniority. If a teacher's/employee's paid leave is for twelve weeks or less, they will be allowed to return to their previously held position at the end of the paid leave, unless district wide staffing needs necessitates a change to a comparable position.

### **C. Leaves of Absence Without Pay**

Leaves of absence without pay may be granted for the following enumerated reasons and conditions listed there under upon the written request of the teacher/employee 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 Leave: Study related to the teacher's/employee's licensed field. This leave of absence will be considered for the maximum length of one (1) year only. A study leave shall not be granted more than once in any four (4) year period. If a teacher's/employee's study leave is for twelve weeks or less and he/she indicates to the Board in writing at the time of his/her request that he/she wishes to continue in that position upon his/her return to full time work, unless district wide staffing needs necessitates a change to a comparable position. Teachers/employees on study leave shall not accrue seniority during the time on leave.
- (2) Parental Leave: Parental leave may be granted up to a maximum of one (1) year. It shall also be available for either parent if the teacher/employee is adopting an infant child who is less than one (1) year old.
  - (a) In order to obtain a parental leave, the teacher/employee 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.
  - (b) The Board of Education will specify the beginning and ending date of the leave of absence. Every attempt will be made to correlate the beginning date and ending date to correspond as nearly as possible with the beginning or ending of school year or a semester.

- (c) Replacements for teachers/employees on parental leave who expect to return to previously held positions within one year will be hired as substitute employees.
  - (d) A teacher/employee on parental leave shall not accrue seniority during the time on leave.
  - (e) Failure to return from a parental leave on the date specified in said leave or application shall be conclusively deemed a resignation.
  - (f) Failure to apply for a parental leave as hereinabove specified may result in termination of employment.
- (3) Uniformed Service Leave: A leave of absence for uniformed service shall be granted in accordance with all applicable state and federal statutes. Teachers/employees on uniformed service leave shall be advanced on the salary schedule and accrue seniority as though they had worked within the District and be credited with PTO allowances.
- (4) Sabbatical Leave: Sabbatical leave may be granted at the discretion of the Board of Education in accordance with Section 1235 of Part 16 of the Michigan School Code. This leave of absence will be considered for the maximum length of one (1) year only. Teachers/employees on sabbatical leave will not accrue seniority during the time on leave.
- (5) Other Leaves: Other leaves of absence may be granted without pay at the sole discretion of the Board of Education upon receiving from the requesting teacher/employee 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. The Board may grant such a leave up to a maximum of one (1) year only. Teachers/employees on other leaves shall not accrue seniority during the time on leave.
- (6) Family and Medical Leave Act (FMLA): Eligible teachers/employees are entitled to benefits under the Family and Medical Leave Act of 1993 (FMLA), e.g., up to twelve (12) weeks of employer-paid insurance benefits. If paid leave as provided for in contract is both available and allowable, as defined in Articles 8A(1) and 8B(3), a teacher/employee shall have the option of having such paid leave run concurrently with the FMLA leave. The decision to use accrued PTO days for FMLA leave purposes will be made by the teacher/employee.
- (7) Miscellaneous (applicable to all leaves of absence without pay in SC):
- (a) A teacher/employee on an unpaid leave of absence shall notify the Superintendent in writing of his/her intent to return at least sixty (60) calendar days prior to the end of the leave.
  - (b) If a teacher/employee is on any unpaid leave for a full year or less, the vacated position may be filled by a substitute teacher/employee.
  - (c) Any teacher/employee granted any unpaid leave of absence for a duration of one year or less is eligible to return to his/her prior position, unless district wide staffing needs necessitate a change to a comparable position. (d) If a teacher/employee is on any unpaid leave for more than one year, the vacated position shall be filled by a certified teacher/employee and paid in accordance with the salary schedule contained in this collective bargaining agreement.

(e) Failure to return from a leave of absence without pay leave on the date specified in said leave or application shall be conclusively deemed a resignation.

- D. Professional Development: 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/employee may agree, in advance, to attend the conference, seminar or workshop at his/her own expense.

#### **ARTICLE 9 – PROTECTION OF TEACHERS**

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

#### **ARTICLE 10 – COMPENSATION**

##### **A. Regular Compensation**

1. (a) The salaries of teachers/employees covered by this Agreement are set forth in Schedule A which is attached to and made part of this Agreement.

- (b) The compensation for extracurricular assignments annually made by the Board is 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.

- 2. For 2017-18. Effective January 1, 2018, all teachers/employees hired before July 1, 2017 shall advance one level on Schedule A. All teachers/employees currently on level N or above shall advance one increment on the longevity level (e.g., N1 to N2).
- 3. For 2018-19. Effective the 2018-19 school year, all teachers/employees shall advance one level. All teachers/employees currently on level N or above shall advance one increment on the longevity level (e.g., N2 to N3). All teachers/employees eligible for lane changes shall advance lanes.

**B. Other Compensation (See Appendix A: Other Compensation Agreement Form)**

All work under Article 11, Section B is voluntary and can be terminated by either party at any time. If work is terminated, payment for services rendered will be paid. Other Compensation will be paid when work is completed, certified, and processed by the Business Office.

In order to receive Other Compensation under this Article, the teacher/employee, supervising administrator and Superintendent must sign a completed form. Work is not to be performed prior to a signed agreement. If work is performed prior to approval by all parties, it may not be compensated.

Teachers/employees may work in programs operated through the Community Education office, and such work is not part of this agreement as outlined in Article I (A).

**(1) Professional Development (PD)**

- (a) The Board and Association (MEA) believe there is a mutual benefit for teachers/employees to increase their knowledge and skill. The Board may offer unpaid and paid professional development opportunities. When the Board offers "paid" opportunities outside of regular contract hours, the rate of pay shall be \$ 15.00 per hour. Such assignments, to be valid and paid, must be documented on the Other Compensation agreement Form (See Appendix A) and approved by the teacher/employee, supervising administrator, and Superintendent or designee.

Paid or unpaid professional development outside of the teacher's/employee's regular contract hours shall not be required.

- (b) The District may require newly-hired teachers/employees to attend "orientation" days for the purpose of helping them to be prepared for their work. If such days are provided, teachers/employees shall be paid at the professional development (PD) rate of pay for attending such activities and the Association shall participate in the development of the agenda. The District is not required to provide such orientation days.

**(2) Professional Extra Duty (PED) is defined as work that created or delivers work product (school improvement/curriculum/accreditation).**

- (a) The Board may offer PED work to teachers/employees. Such assignments, to be valid and paid must be documented on the Other Compensation Agreement Form (See Appendix A) and approved by the teacher/employee, supervising administrator, and Superintendent or designee.
  - (b) A teacher's/employee's PED work is considered "extra duty" and "at will". The Board is obligated only to pay the wages agreed to on the Other Compensation Agreement Form (Appendix A) and only for the hours actually worked. If a teacher/employee fails to provide the service outlined in the PED agreement, or if the PED work is cancelled by the District, the teacher/employee shall be compensated only for services rendered. PED work outside of the teacher's/employee's regular contract hours shall not be required.
  - (c) PED work shall be compensated at \$30.00 per contracted hour.
- (3) Extended-Year Pay (EYP): Teachers/employees employed to provide their regular duties beyond the regular contract year shall be compensated at their daily rate. Daily rates shall be computed in the fiscal year (July 1 – June 30) services are rendered.

#### **ARTICLE 11 – GRIEVANCE PROCEDURE**

- A. A grievance shall be a claim by either teacher(s)/employee(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/employee.
  - (2) The content of teacher/employee evaluations.
  - (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.
  - (5) Any dispute involving a prohibited subject of bargaining.
- 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 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 designee to act at Level Three as hereinafter described.

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.

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.

- C. Level One: A teacher/employee 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 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/employee 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 designee in writing, of the 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 the grievant may proceed within five (5) days to Level Three by filing a written appeal. If the decision of the building principal is unsatisfactory to the grievant, the grievant may proceed within five (5) days from receipt of the response, to Level Three by filing a written appeal.

Level Three: A copy of the written appeal shall be filed with the Superintendent or designee 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 designee 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 designee render the 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 the Superintendent's level disposition is not satisfactory to the Association, the Association will notify the Superintendent as such in writing within five (5) business days of receipt of the superintendent's decision if the Association desires mediation of the grievance. The parties may, by mutual agreement, within five (5) business days of such notice from the Association, agree to submit the matter to mediation to the Michigan Employment Relations Commission in accordance with its rules and procedures. If mediation is agreeable to the parties, the timeline for the submission of a level four grievance will be extended for ten (10) days from the conclusion of mediation absent an alternative schedule for the submission of the demand.

Level Four: If the Superintendent, the aggrieved employee and the Association 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 Superintendent be appealed by the Association to the Board of Education. Such appeal shall be in writing and shall be delivered to District Administrative Office for the attention of the Board President within said ten (10) day period,

and if not so delivered, the grievance shall be considered abandoned. When the grievance is delivered to the Administrative Office, the Association President shall also make telephone or e-mail contact with the Board President to notify him or her that a level four grievance has been delivered. A copy of the level four grievance shall also be delivered to the superintendent of schools. Within ten (10) days of receiving an appeal to the Board of Education, a grievance hearing shall be held by the Board as part of a regular Board meeting, or, as needed, a special meeting of the Board. Upon mutual agreement of the Association and Board President, the 10 days may be extended so as to allow the grievance to be reviewed on a scheduled Board meeting date. Within ten (10) days of the board grievance hearing, the Board shall act on the grievance (such action may occur in the same meeting as the hearing). The Board or their designated representative shall render the Board's decision in writing within 10 days of the Board hearing, transmitting a copy of same to the grievant and the Association and place a copy of same in a permanent file in his office.

Level Five: If no decision is rendered within ten (10) days of the discussion at Level Four or the decision is unsatisfactory to the Association and it involves an alleged violation of a specific article and section of this Agreement, the Association may appeal same to arbitration within ten (10) days. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board 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 according to the rules of the American Arbitration Association which shall also govern the arbitration proceedings. Neither party may raise a new defense or argument 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 at least five business days in advance of the proceeding. 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/her 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 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 its own expense in connection therewith.

- D. Should a teacher/employee fail to institute or appeal a decision within the time limit specified, or leave the employment of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of employment) shall be barred, by that teacher/employee.
- E. Any teacher/employee, group of teachers/employees, 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.

## ARTICLE 12 – ADVISORY COUNCILS

### A. Professional Council

Professional Council consisting of five (5) representatives appointed by the Association and five (5) representatives appointed by the Board. The Council shall meet no less than three (3) times during the regular school year (unless there is mutual agreement to deviate from three) and advise the Board and the Association on such matters as student discipline, building/district initiatives, professional development, student growth, teaching techniques, philosophy and goals of the District, research and experimentation, educational specifications of the buildings, instructional transformation, technology acceptable use, and employee handbooks. This Professional Council shall act solely as an advisory body to the Board of Education and the Association. Concepts, initiatives and data will be shared by the superintendent and the EA president with the Board of Education when appropriate.

### B. Curriculum, Instruction, and Achievement Team (CIA)

CIA members shall include building principals, department heads, and additional members to ensure representation of all subject areas and equal representation of the three buildings (K-2, 3-4, math, science, social studies, English and world languages/electives and a Board of Education representative. The CIA shall advise the Board on matters such as courses of study, textbooks, curriculum, pupil tests, instructional technology and evaluation of related matters.

- (1) CIA meetings may be scheduled outside of contract hours, as long as such meetings are contiguous to the school day and shall last no longer than ninety (90) minutes.
- (2) The decision regarding when meetings of the CIA are scheduled will be established by surveying the members of the CIA during the first two weeks of the school year.
- (3) CIA leaders shall be compensated \$525 per school year.
- (4) Extra duty pay compensation will be provided for CIA participants who are not otherwise compensated for their participation.
- (5) CIA will meet no less than quarterly (four times per year)
- (6) CIA Department Chairs will facilitate two (2) district wide meetings per year.
- (7) CIA Department Chairs will attend one (1) DSIT meeting per year

### C. Building and District School Improvement Teams (DSIT)

- (1) The Board, Administration, teachers/employees and Association recognize the necessity of maintaining an ongoing collaborative effort toward Building and District-wide improvement planning and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.
- (2) DSIT leaders shall be compensated \$525.00 per school year.
- (3) The district school improvement team shall meet no less than quarterly during the regular school year, unless there is mutual agreement to deviate from four. Meeting times may be after school

hours, so as to include parent and community participants.

- (4) Building school improvement teams will meet no less than three (3) times per year.
- (5) To the extent permitted or required by law, the terms and conditions in this Agreement will not be modified by the school improvement process.
- (6) The involvement of teachers/employees in school improvement planning shall be voluntary.
- (7) The Association may at its option, designate a representative to attend the building level and District level school improvement team meetings. Notification of the names of the Association designees will be provided to the Superintendent in writing.
- (8) 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.

**D. Association President and Superintendent Discussions:** In the spirit of collaboration, the Manchester EA President and the Superintendent of Schools shall meet regularly to discuss district issues. Both parties recognize that cooperation, coordination, and communication are necessary in order for the district to effectively attain the vision of the Manchester Community School District. Both parties believe that ongoing conversation is critical to avoiding and solving problems. The Manchester EA President and Superintendent of Schools shall meet for such discussions at least monthly during the school year. The dates for such meetings for the coming school year shall be established by mutual agreement within the first two weeks of each new school year.

### ARTICLE 13 – PROFESSIONAL IMPROVEMENT

Teachers/employees 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/employee's ability in his/her assigned area, except that those attending private universities shall not receive in excess of 1/2 the average cost of tuition at University Michigan, Western Michigan University and Eastern Michigan University. The maximum reimbursement may not exceed six (6) hours for courses that are taken, and confirmed successfully completed, during a fiscal year, i.e., July 1 to June 30.

### ARTICLE 14 – RETIREMENT

Any teacher/employee who retires after at least ten (10) years of active service to the Manchester Community Schools will be eligible to receive a payment for each unused PTO day, providing the teacher notifies the District of his/her intent to retire based on the following scale:

| Timeline for Notification (work days)     | Payout for Unused PTO Days |
|---|----------------------------|
| Forty-five (45) days or earlier           | \$75 a day                 |
| Forty-four (44) to thirty (30) days       | \$65 a day                 |
| Twenty-nine (29) to last teacher work day | \$50 a day                 |
| After the last day of school              | \$25 a day                 |

The maximum payout shall be one hundred sixty-five (165) days.

In such circumstances of a life-changing event when a teacher/employee is unable to give prior notification, the Association president and Superintendent will jointly review the teacher's/employee's

case for a maximum payout of \$65 a day.

Retirement is defined as the discontinuance of regular employment in any Michigan Public School System and receipt of Retirement payments from the Michigan Public School Employee's Retirement Fund.

Teachers/employees shall receive payment for the above amounts paid by the employer to a tax deferred 403(b) or 457 plan. The monies paid to said plan will occur free of income, social security, and Medicare/Medicaid taxes.

It is expressly understood that this provision shall not apply to teachers/employees who leave district employment to teach elsewhere.

#### **ARTICLE 15 – INSURANCE**

- A. Employer Contribution: The Board's contribution toward any medical benefit plan for teachers/employees shall be the health insurance premium cost "hard caps" set forth in the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq., as amended. Benefits will be prorated if a teacher/employee does not work for a full school year.

The District shall pay 100% of the premium cost and related taxes for optical, dental, and term life insurance for all eligible teacher/employees. The teacher/employee shall pay the premium cost for long-term disability (LTD) insurance and any taxes not covered by the insurer. Costs of the insurance premium for LTD, non-covered taxes, and any premium costs in excess of the statutory hard caps shall be recovered through pro-rata payroll deduction over the applicable coverage period.

- B. Insurance benefits are provided to teachers/employees pursuant to the Health Plan Purchasing Consortium Agreement, which shall comply with the Patient Protection and Affordable Care Act, the IRS Code, and the Publicly Funded Health Insurance Contribution Act.
- C. Teachers/employees electing PAK Plan B will also receive \$100/month paid to a Section 125 plan that complies with the IRS Code.
- D. Part-time teachers/employees teaching one-half (1/2) time or more will receive benefits on a pro-rata basis.
- E. The Health Plan Purchasing Consortium shall recommend insurance plans to the Board.
- F. Prohibition of Dual Coverage: It is understood that insurance coverage paid for by the District is not to provide double coverage for teachers/employees or their families that both work for the Manchester Community Schools. This prohibition applies to both teachers/employees taking Pak Plans A/C or D.

#### **ARTICLE 16 – 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/employee 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/employee 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/employee's duties of employment) or job action against the Board by any teacher/employee or group of teachers/employees.

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/employee 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 17 – MISCELLANEOUS PROVISIONS**

- A. For the purposes of this Article seniority shall be the length of continuous professional service with the Manchester Community Schools. Furthermore, it is understood that any non-probationary/tenured teacher who is granted tenure status shall have seniority from the last day of hire.
- B. The impact of leaves of absence granted pursuant to this contract on seniority shall be as specified in Article 8. 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.
- C. Teachers/employees 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/employee shall remain on the same level. Provided, however, it is understood that the Board's obligation to pay salary and fringe benefits pursuant to an individual teacher/employee contract or this Agreement will cease if a teacher/employee is laid off or terminated under this Article.
- D. The Board will publish and make available electronically to each teacher/employee a seniority list by December 1<sup>st</sup> of each school year which shall include the teacher's/employee'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/employees may be present at the drawing. The drawing will be conducted based on the mutually agreed upon procedure.
- E. It shall be the responsibility of the individual teacher/employee to update their transcripts with the Board. 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.
- F. A teacher/employee, who is paid unemployment compensation benefits chargeable to the District over a summer and who is subsequently employed in the bargaining unit at the start of the next school year of .5 FTE or greater with callback prior to August 1<sup>st</sup>, shall have his or her compensation for the next school year to reimburse the district for any unemployment benefits received.
- G. 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/employee contracts heretofore in effect. All future individual teacher/employee 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.

- H. Copies of this Agreement shall be made available electronically to teachers/employees within thirty (30) days after ratification by both parties. The master copy of this Agreement shall be signed and dated.
- I. If any provision of this Agreement or any application of the Agreement to any teacher/employee or group of teachers/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.
- J. The Board shall enter into an individually signed teacher/employee contract with each teacher/employee as close to the beginning of each school year as possible. 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/employee.
- K. Any teacher/employee who shall be transferred to a supervisory or executive position and shall later return to a teacher/employee 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.
  - (1) Unless the transfer to the supervisory or executive position involves an interim assignment of one (1) year or less, the teacher will not be permitted to accrue seniority for time worked in such positions.
  - (2) It is recognized that persons who have tenure in another district before taking an administrative position in the Manchester Community Schools will have tenure in the Manchester Community Schools after two years of satisfactory employment in the district, and as such will be recognized to have the rights of certified staff with tenure, but will not have accrued any seniority.
- L. If TB tests are required, the District will assume the cost.
- M. Premium charges for the continuation of benefits under the Consolidated Omnibus Reconciliation Act (COBRA) will be the maximum afforded under the act.

#### **ARTICLE 18 – 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)/employee(s).

To promote the equitable distribution of responsibility for "mainstreamed" and/or severely disabled pupils among teachers/employees, 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 IEP meetings (or current term) in the classroom which is least impacted by the pupil, considering the severity of the individual disability 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)/employee(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 disabled student should participate in regular education programs and services involves considerations of the student's unique needs as determined by an Individual Education Planning Team (IEP). It is agreed that any student's participation and right to participate in regular education programs and services cannot be affected by this Agreement.

The District shall provide release time in the event the District directs or authorizes a teacher/employee to attend an IEP meeting-which is scheduled during the time the teacher/employee 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 they may arise.

A teacher/employee who has a medically fragile student who requires routine special care that is not being provided shall contact the building principal who shall place the situation on the agenda of the next interdisciplinary team meeting.

- 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/employee will advise his/her principal of that opinion in writing.

#### **ARTICLE 19 – MASTER/MENTOR TEACHER PROGRAM**

- A. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the Michigan School Code.
- B. Each teacher/employee in the first three years of employment in the state of Michigan, as defined by the Michigan Department of Education, shall be assigned a mentor teacher/employee each year. Any long term substitute employed by the district for nine (9) weeks or more shall also be assigned a mentor for up to ten (10) contract hours at the PED rate.

The District may choose to assign a mentor teacher to an experienced teacher/employee who is new to the district or who has a new assignment within the district.

The mentor teacher/employee shall be available to provide professional support, information, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a nonthreatening collegial fashion.

- C. A District administrator will assign a mentor teacher/employee for each mentee. The mentor teacher/employee will ordinarily be a tenured member of the bargaining unit. Every effort will be made to match mentor teacher/employee and mentee who work in the same building and have the same area of certification(s). The mentor teacher/employee assignment shall be subject to review by the mentor teacher/employee and the mentee after each semester. Participation as a mentor teacher/employee is strictly voluntary.
- D. Because the purpose of the mentor/mentee match is to acclimate the probationary teacher and to provide necessary assistance toward the end of quality work performance, the Board and the Association agree the relationship shall be confidential.
- E. A mentor teacher shall be compensated in accordance with Schedule B.

- F. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of teaching.

**ARTICLE 20 – PUBLIC SCHOOL ACADEMIES**

- A. The Board will provide notice to the Association regarding a public school academy application made to the District.
- B. Should the Board authorize a public school academy charter, the Board agrees to bargain over the impact of such charter.

**ARTICLE 21 – NEGOTIATIONS PROCEDURE**

- A. In any negotiations described in this Article, neither party shall have any control over the selection of or attempt to exert influence over 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.
- B. 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.
- C. 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 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.
- D. Nothing contained herein shall bar the parties from discussing modification of items upon mutual consent to so do.

**ARTICLE 22 – DURATION OF AGREEMENT**

This Agreement shall be effective as of the date of ratification, November 20, 2017, and shall continue in effect through June 30, 2019.

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**

By: Chris Fegan  
Chris Fegan  
President

By: Bradley Hamilton  
Brad Hamilton  
Interim Superintendent

**WASHTENAW COUNTY EDUCATION  
ASSOCIATION/MEA/NEA**

By: Leslie Rollins  
Leslie Rollins  
President

By: Jared Throneberry  
Jared Throneberry  
Lead Negotiator

**APPENDIX A**  
**OTHER COMPENSATION AGREEMENT**

All work, under Article 10B, Other Compensation, is voluntary and can be terminated by either party at any time. If work is terminated, payment for services rendered will be paid. Other Compensation pay will be paid when work is certified, completed and processed by the Business Office.

In order to receive Other Compensation, a teacher/employee must sign a completed form. Work is not to be performed prior to an agreement signed by teacher/employee, administrator and superintendent. If work is performed prior to approval by all parties, it may not be compensated.

Name of Teacher/Employee \_\_\_\_\_

Service Described (include dates and time as appropriate):

Number of Hours Approved \_\_\_\_\_

**Rate of Pay**

- A. Professional Development (PD), Article 10, Section 2A  (\$15.00/hour)
- B. Professional Extra-Duty (PED), Article 10, Section 2B  (\$30.00/hour)
- C. Extended-Year Pay, (EYP), Article 10, Section 2C (per diem)

\_\_\_\_\_  
Teacher

Payment Account (supervisor completes) \_\_\_\_\_  
Supervising Administrator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
I certify that \_\_\_\_\_ hours have been completed.

\_\_\_\_\_  
Teacher

Date

\_\_\_\_\_  
Administrator

Date

**APPENDIX B**  
**Manchester Community Schools**  
**Calendar 2017-2018**

|   |  |
|---|--|
| Monday, August 28                           | Professional Development - 8:30AM - 12:30PM                                  |
| Tuesday, August 29                          | Professional Development, 8:00AM - 3:30PM<br>Open House: 5:30PM - 7:30PM     |
| Tuesday, September 5                        | First Day of School - Full Day for Students                                  |
| Tuesday, October 17                         | K-12 Parent/Teacher Conferences<br>5:00PM - 8:00PM                           |
| Thursday, October 19                        | K-12 Half-Day - K-12 Parent/Teacher Conferences<br>1:00-3:30PM & 5:00-8:00PM |
| Friday, October 20                          | No School  |
| Friday, November 3                          | End 1st Marking Period   |
| Wednesday, November 22- Friday, November 24 | No School - Thanksgiving Break   |
| Monday, December 25- Friday, January 5      | No School - Winter Break   |
| Monday, January 8, 2018                     | School Resumes   |
| Monday, January 15                          | NO School - MLK Day  |
| Friday, January 26                          | End of First Semester<br>K-12 Half Day/Records PM                            |
| Friday, February 16 and Monday, February 19 | No School - President's Weekend  |
| Wednesday, March 28                         | K-12 Full Day<br>K-12 Parent/Teacher conferences<br>5:00 - 8:00PM            |
| Thursday, March 29                          | End of Third Marking Period  |
| Friday, March 30 - Friday, April 6          | No School - Spring Break   |
| Monday, May 28                              | No School - Memorial Day   |
| Friday, June 15                             | End of Second Semester<br>K-12 Half-Day/Records PM                           |

180 Student Days

183.5 Teacher/Employee Days + 19 hours of professional development outside of scheduled days after July 1, 2017. All teachers/employees must complete a total of 30 hours of professional development.

**APPENDIX B**  
**Manchester Community Schools**  
**Calendar 2018-2019**

|   |  |
|---|--|
| Monday, August 27                           | Professional Development - 8:30AM - 12:30PM                                  |
| Tuesday, August 28                          | Professional Development, 8:00AM - 3:30PM<br>Open House: 5:30PM - 7:30PM     |
| Tuesday, September 4                        | First Day of School - Full Day for Students                                  |
| Tuesday, October 23                         | K-12 Parent/Teacher Conferences<br>5:00PM - 8:00PM                           |
| Thursday, October 25                        | K-12 Half-Day - K-12 Parent/Teacher Conferences<br>1:00-3:30PM & 5:00-8:00PM |
| Friday, October 26                          | No School  |
| Friday, November 2                          | End 1st Marking Period   |
| Wednesday, November 21- Friday, November 23 | No School - Thanksgiving Break   |
| Monday, December 24- Friday, January 4      | No School - Winter Break   |
| Monday, January 7, 2019                     | School Resumes   |
| Monday, January 21                          | No School - MLK Day  |
| Friday, January 25                          | End of First Semester<br>K-12 Half Day/Records PM                            |
| Friday, February 15 and Monday, February 18 | No School - President's Weekend  |
| Wednesday, March 20                         | K-12 Full Day<br>K-12 Parent/Teacher conferences<br>5:00 - 8:00PM            |
| Monday, March 25 - Friday, March 29         | No School - Spring Break   |
| Friday, April 5                             | End of Third Marking Period  |
| Friday, April 19                            | No School  |
| Monday, May 27                              | No School - Memorial Day   |
| Friday, June 14                             | End of Second Semester<br>K-12 Half-Day/Records PM                           |

Handwritten signature and initials, possibly 'JH' and 'K', located at the bottom right of the page.

**Manchester Community Schools  
Calendar 2018-2019**

**APPENDIX C  
MANCHESTER TEACHERS' 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 1**

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 Signature(s):

Association Grievance Chair or Representative Signature:

C. Disposition of Building Principal:

Date: \_\_\_\_\_ Building Principal Signature:  
Disposition:

**LEVEL III**

A. Date received by Superintendent or Representative:

B. Position of Grievant:

Grievant's Signature(s):

C. Position of Association:

Association Grievance Chair or Representative 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 received by Board President:

B. Position of Grievant:

Grievant's Signature(s):

C. Position of Association:

Association Grievance Chair or Representative Signature:

D. Date of Board Hearing:

E. Disposition of Board or Representative:

Date: \_\_\_\_\_ Signature of Board President or Representative: \_\_\_\_\_

**LEVEL V**

A. Date submitted to Arbitration:

B. Arbitrator agreed upon (if any):

C. Disposition and award of Arbitrator:

Date: \_\_\_\_\_ Arbitrator's Signature:

**Schedule A – Wage Schedule**

| LEVEL | LANES  |        |        |        |
|-------|--------|--------|--------|--------|
|       | BA     | MA     | MA+15  | MA+30  |
| A     | 40,000 | 41,600 | 43,264 | 44,995 |
| B     | 41,600 | 43,264 | 44,995 | 46,794 |
| C     | 43,264 | 44,995 | 46,794 | 48,666 |
| D     | 44,995 | 46,794 | 48,666 | 50,613 |
| E     | 46,794 | 48,666 | 50,613 | 52,637 |
| F     | 48,666 | 50,613 | 52,637 | 54,743 |
| G     | 50,613 | 52,637 | 54,743 | 56,932 |
| H     | 52,637 | 54,743 | 56,932 | 59,210 |
| I     | 54,743 | 56,932 | 59,210 | 61,578 |
| J     | 56,932 | 59,210 | 61,578 | 64,041 |
| K     | 59,210 | 61,578 | 64,041 | 66,603 |
| L     | 61,578 | 64,041 | 66,603 | 69,267 |
| M     | 64,041 | 66,603 | 69,267 | 72,038 |
| N     | 66,603 | 69,267 | 72,038 | 74,919 |
| O     | 69,267 | 72,038 | 74,919 | 77,916 |
| P     | 72,038 | 74,919 | 77,916 | 81,033 |
| Q     | 74,919 | 77,916 | 81,033 | 84,274 |

Levels A through M are earned annually based on the required amount of hours of Professional Development. Upon arriving at level N, all levels above N are earned after three years of the required amount of hours of Professional Development

A. MA+15: Must be earned as work toward an approved course of study, with the 15 hours earned post MA degree (credits earned prior to the granting of the MA degree will not be accepted toward the MA+15).

B. MA+30: Must be earned as one of the following:  
 Second major, Ed.S., second MA, or work toward a Ph.D.

## SCHEDULE B

For the remainder of the 2017-18 school year, all Schedule B positions will be paid on the 2012-2015 BA Schedule A, minus ten (10) percent. For the 2018-19 school year, Schedule B positions will be paid on the following percentages being applied to the current BA Schedule A. In transitioning placement between the old and new Schedules, the teacher/employee shall be held harmless and placed at the closest level, without losing compensation.

All teachers/employees on levels A through G will advance one (1) additional level per year in the activity. Those at level H will be advanced one (1) additional level for each additional three (3) years of experience in the activity. In years when aides are provided for middle school sports, aides shall be hired when student participation exceeds twenty (20) students.

Teachers/employees who stay in the same sport, or are a class sponsor, regardless of the competition level (e.g., middle school, junior varsity, varsity) or grade level, will advance one level on the Schedule B salary schedule for levels A through G. Levels H and beyond will advance one (1) level every three (3) years.

| <b>Activity</b>   | <b>%Remuneration</b> |
|---|----------------------|
| 7th Grade Sponsor   | 2                    |
| 8th Grade Sponsor   | 2                    |
| 9th Grade Sponsor   | 3                    |
| 10th Grade Sponsor  | 4                    |
| 11th Grade Sponsor  | 8                    |
| 12th Grade Sponsor  | 5                    |
| HS Awards Night/Commencement Organizer                      | 3                    |
| DC Trip   | 2                    |
| Student Council, Grades 4-6                                 | 2                    |
| Student Council, Grades 7-12                                | 5                    |
| Instrumental Music, Grades 9-12                             | 10                   |
| Instrumental Music, Grades 7-8                              | 5                    |
| Middle School Yearbook (if not a class)                     | 3                    |
| Middle School Yearbook (if a class)                         | 1                    |
| Clubs (approved by Board)                                   | 1-3                  |
| - Spanish Club  | 3                    |
| - German Club   | 3                    |
| - Spanish International Trip                                | 1                    |
| - German International Trip DC Trip                         | 1                    |
| - Varsity Quiz Bowl   | 2                    |
| - JV Quiz Bowl  | 2                    |
| Chorus  | 7                    |
| High School Yearbook (if not a class)                       | 8                    |
| High School Yearbook (if a class)                           | 3                    |
| Drama Club Advisor  | 2                    |
| High School Play-Fall                                       | 5                    |
| High School Play-Spring                                     | 5                    |
| Musical Director – High School Play (if there is a musical) | 3                    |
| National Honor Society                                      | 3                    |
| Middle School Robotics                                      | 2                    |
| High School Robotics  | 5                    |

|   |     |
|---|-----|
| Head Football Coach   | 13  |
| Varsity Assistant Football Coach  | 10  |
| JV Football Coach   | 10  |
| JV Asst. Football Coach   | .9  |
| 7th Grade Football Coach  | 7   |
| 8th Grade Football Coach  | 7   |
| Head Basketball Coach   | 13  |
| Assistant Basketball Coach  | 10  |
| JV Basketball Coach   | 10  |
| 7th Grade Basketball Coach  | 7   |
| 8th Grade Basketball Coach  | 7   |
| Head Wrestling Coach  | 13  |
| <i>(For wrestling, a coach's aide may be added if more than twenty wrestlers are on a team. If the number exceeds thirty, a JV coach will be added instead of an aide.)</i> |     |
| Middle School Wrestling Coach   | 7   |
| Cross Country Coach   | 9   |
| Golf Coach (Club)   | 2   |
| Head Track Coach (girls)  | 10  |
| Head Track Coach (boys)   | 10  |
| Assistant Track Coach   | 7   |
| MS Boys Track Coach   | 7   |
| MS Girls Track Coach  | 7   |
| Baseball - Softball   | 11  |
| JV Baseball - Softball  | 8   |
| MS Sideline Cheerleading (Club)   | 2   |
| MS Competitive Cheerleading   | 6   |
| HS Sideline Cheerleading (Club)   | 2   |
| HS Competitive Cheerleading   | 8   |
| Volleyball  | 13  |
| JV Volleyball   | 8   |
| MS Volleyball   | 7   |
| Elementary Play/Music (each production)   | 1.5 |
| Elementary Band (up to 6 <sup>th</sup> grade)   | 2   |
| Mentor Program Advisor per grade level (not to exceed 3 grade levels)   | 1   |
| DECA Advisor  | 1   |

Department Head (Scope of responsibilities defined by administrator): \$525.00

Mentor Teacher/Employee: A mentor teacher/employee shall receive \$400 for the first year, \$325 for the second year, and \$250 for the third year of serving as a mentor teacher for the same mentee in this three (3) year period. Payment is made in two (2) equal installments at the end of each semester.

School Improvement Team Leaders: At each building, there may be two positions for school improvement team leaders, paid with a stipend of \$525.00 /year. Responsibilities: Work with building administrator to provide leadership for building school improvement process and represent building at quarterly meetings of district school improvement team. Coaches for girls' individual athletic sports shall be paid according to the same schedule as their male sport 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.

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 Schedule B position shall be mutually agreed upon by the Board of Education and the Association.

Payment Schedule: Persons employed in schedule B positions may elect payment in the following pay options:

- (1) At the conclusion of the season or activity when inventory and budget sheets are submitted.
- (2) Twice during the season or activity, with one-half (1/2) of the total paid at the mid-point of the season or activity, and the other one-half (1/2) to be paid at the conclusion of the season or activity when inventory and budget sheets are turned in.
- (3) Schedule B positions linked to Schedule A employment shall be paid at times as mutually agreed upon by both parties.