

This Agreement entered into this 10th day of September, 2012, by and between the Manton Consolidated Schools District, Wexford, Missaukee, and Grand Traverse Counties, hereinafter called the "Board", and the Manton Education Association, hereinafter called the "Association".

This Agreement constitutes the sole and entire existing Agreement between the parties, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE I

RECOGNITION

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

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

The term "teacher", when used hereinafter in this Agreement, shall refer to all Certified and Non-Certified Employees represented by the Association in the bargaining unit as above defined and shall be treated equally under the provisions of this contract.

ARTICLE II

ASSOCIATION RIGHTS

- A. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- B. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, sex, age, marital status, or physical handicaps.

- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. All meetings requiring rooms will comply with Board policy with regards to scheduling.
- D. The Association shall have the right to use school facilities, buildings and equipment, including typewriters, copying equipment, calculating machines, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. Reasonable and customary charges may be made for use of facilities, building, and equipment. The Association is responsible for full restitution for any damage incurred through abuse or misuse of school facilities or equipment being used for Association business.
- E. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building, provided that there be no posting, adhering, or in any way displaying of Association and its affiliates' literature, emblems and insignias at teaching stations. The Association may use the District mail delivery service and teacher mailboxes for communication to teachers.
- F. The Board agrees that no teacher shall be, directly or indirectly, discouraged or deprived or coerced in the enjoyment of any rights conferred by the laws or constitutions of Michigan and/or the United States of America, by this Master Agreement, or by any policy of the Board of Education. The Board further agrees that all teachers shall be treated fairly and equitably, and that no teacher shall be discriminated against because of participation in any activities of the Association.
- H. Any newly created or modified teacher positions shall be bargained with the Association as to wages, hours and other terms and conditions of employment.
- I. The Board shall grant the Association three (3) business days per year to be used at the discretion of the Association for its business. The Association's President, or his or her designee, shall make the request for the business day(s), and the Association will pay the District's cost of a sub for the day(s) taken.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Board and its agents, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its Employees
 2. To hire all Employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such Employee according to Article XV of this document.
 3. To establish grades K through 12 and courses of instruction contained therein, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To determine class schedules, the hours and days of instruction, parent conference days, and the duties, responsibilities, and assignments of teachers and other Employees with respect thereto and school related non-teaching activities, and the terms and conditions of employment as they relate to Schedules B and C.
 5. The Board shall have the right to require a teacher to submit to a physical or mental examination at Board expense by a licensed physician. The Association must submit a list of not fewer than five (5) or more than ten physicians no later than September 15 of each year of this contract, from which the teacher shall choose one to perform the examination. The physician shall have the right to refer to specialists at Board expense with Board approval.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices, in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE IV

TEACHING CONDITIONS

- A. Every attempt will be made by the administration to notify all teachers concerned a day in advance whenever students are added to or transferred from previously assigned classes or schools.
- B. To relieve teachers of some non-professional jobs, the Board agrees to assign para-professionals where funds and personnel are available.
- C. The Board shall make available adequate lunchroom, restroom, and lavatory facilities, one per building, for teacher use and one room per building, which shall be used as a faculty lounge.

- D. Adequate off-street parking facilities shall be provided for teacher use during school hours.
- E. Teachers shall be required to report for duty by 7:40 A.M. and shall be at their duty station by the start of their first scheduled student contact period. Teachers may leave at 3:15 P.M. When there is a specially scheduled examination, teachers shall remain in the building until regular dismissal time unless excused by the administration.
- F. Each teacher will have one unassigned preparation period, per day, of no less than forty (40) to fifty (50) minutes.
- G. It is understood that, in order to be effective, every teacher needs non-contact time, (NCT), for planning lessons, preparing presentations and student materials, as well as for conferencing with students, parents, faculty teams, and outside resources. This plan/prep/conference time, (PPC), includes such current collaborative practices as team time, and common grade level prep.

Teachers teaching during their preparation/planning time would be reimbursed for the documented times.

Current Plan/Prep/Conference practices are as follows:

HIGH SCHOOL

Forty (40)-minute block of PPC per day

MIDDLE SCHOOL

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

ELEMENTARY

At least a forty (40)-minute block per day and a thirty (30)-minute CCC Lab block at least three times per week

Every effort will be made to maintain enrichment at all levels

- H. Teachers who work outside the duty day will be compensated for the additional time at \$25 per hour. This means scheduled IEP meetings, after school or summer work, in-service and so forth.
- I. All teachers shall be entitled to a duty-free uninterrupted lunch period of no less than thirty (30) minutes.
- J. In the event that changes in a teacher's schedule are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association is notified with a written statement of reasons why this was considered necessary.

- K. Any assignments in addition to the normal teaching schedule during the regular school year, and extra duties enumerated in Schedules B-1 and summer school shall be with the consent of the teacher. Preference will be given to teachers regularly employed in the District for assignments in addition to the normal teaching schedule during the regular school year as spelled out in Schedules B-1 and for summer school.
- L. All attempts will be made to ensure that class sizes for grades K-2 will not have more than twenty (20) students as possible, and all attempts will be made to ensure that class sizes for grades 3-4 will not have more than twenty-five (25) students per class. No academic class shall consist of over thirty (30) students. For each day the teacher's classes exceeds thirty (30) they will be paid at the rate of two hundred fifty dollars (\$250) per student per teaching period taught per semester in excess of thirty (30). The teaching load shall be divided into the equivalent of a six (6) period day for the purpose of this article. In the current four (4) block high school schedule, each block is equal to one and one half periods. It is understood that in the elementary, students are taught for five (5) of six (6) possible periods per day.
- M. No teacher shall be disciplined for reasons that are arbitrary and capricious. This clause shall not be applicable to Schedule B and C items or the release of non-tenured teachers.
- N. The Board shall maintain, in the central office and on the web site, a copy of written Board Policy updated as changed by the Board.
- O. No teacher shall be required to perform related medical services (such as, but not limited to, changing diapers, tracheotomy and catheterization cleaning) for any students. Teachers may be asked to serve as a witness.

ARTICLE V

SUBSTITUTE TEACHERS

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

ARTICLE VI

NON-FULL TIME TEACHERS

- A. A non-full time teacher is a teacher whose daily and weekly work schedule is less than the daily/weekly schedule of the normal contract year.
- B. Non-full time teachers shall receive the same rights and benefits provided by this agreement, as do full time teachers, but prorated to their time worked.

- C. Teachers hired for less than a full contract year shall receive insurance benefits, except LTD, for the fraction of twelve (12) months that is equal to the fraction of the contract year for which they were hired, rounded to the nearest whole month, except as limited by insurance carrier. The insurance underwriters require a minimum of 24 hours per week of work to qualify for LTD.
- D. Non-full time teachers shall accrue seniority and ascend the salary schedule at the same rate as teachers working full days.
- E. Non-full time teachers who work outside their contracted daily/weekly work schedule will be compensated in the same manner as full time teachers are compensated. This means scheduled IEP meetings, after school or summer work and in-services and so-forth.

ARTICLE VII

NON-GENERAL EDUCATION TEACHERS

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

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

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

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

E. IEPC Participation

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

F. The Employer agrees to cover Bargaining Unit Members against any damages, fines, legal fees or other costs that may result as a consequence of implementing the Least Restrictive Environment mandate in the proper performance of their duties. Modifying special needs students' general education plan is permissible. Teachers may be held personally responsible in the case of negligence or neglect of duty.

G. The Board agrees to observe the State and Federal Laws regarding allowable deviation for caseload and/or class size overloads. Special Education teachers that are over their caseload limits shall receive compensation retroactive to count day each semester. This shall be based on per student overage, at the same rate that general education teachers receive compensation for class size overloads.

H. Special Education teachers have the same plan/prep/conference time as general education teachers in their buildings. In addition, they will receive five (5) days to be used as needed to complete paperwork required by the District and/or the State and Federal Government.

I. A Special Education Coordinator shall be hired to bring about continuity for the K-12 special education students and their teachers, and to oversee common assessments and provide District wide standards. The Coordinator will identify all students that qualify for MI-ACCESS testing and insure that the testing is completed. The Coordinator will act as a liaison between the ISD, the Board, and the teachers.

ARTICLE VIII
TEACHER PROTECTION

A. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property. Teachers may be held personally responsible in the case of negligence or neglect of duty.

- B. The office personnel file for each teacher shall be maintained in the central school office. Any material shall be brought to the attention of the teacher before being placed in his/her file. If the teacher disagrees with the material he/she shall have the right to file a written response within ten (10) days and such response shall be filed in his/her personnel file in a manner required by law. MCL 423.501 et seq.
- C. A teacher shall have the right by appointment to review the contents of all records, excluding initial references, of the District pertaining to said teacher, originating after initial employment, and to have a representative of the Association present during such review.
- D. The teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof outside of school hours shall be grounds for any discipline or discrimination with respect to the professional employment of the teacher.
- E. FOIA (Freedom of Information Act): The teacher will be given a copy of all items prior to being placed in the file. When a person, other than the Employee(s) given direct responsibility of managing the files, asks to see an Employee file, the Employee whose files are being requested will be notified immediately.
- F. Loss of time, injury at school. Any injury, including assaults, which arises out of or occurs in the course of employment of a teacher, shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a workers' compensation claim is to be filed. If a teacher is involved in an assault or any injury and the administration determines that the teacher has acted within the scope of Board policy, the teacher will not suffer loss of sick days as a result of the injury or assault. Further, the District will supplement compensation (if not determined to be an "offset" under the workers compensation rules) to the extent to bring the total compensation to the current salary level of the injured or assaulted staff person when only partial wages are being paid by workers compensation, LTD and/or social security disability, but no longer than the equivalent of the qualification period for LTD. Insurance benefits will be provided by the District for the same period.
- G. The board shall reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty for the school or on school premises, provided that such loss is not the fault of the teacher due to negligence, and provided that such loss is not covered by the owner's insurance or school insurance.
- H. There shall be no use of profanity, obscenity, or demeaning comments directed towards any teacher by any administrator, supervisor or support staff of the Manton Consolidated Schools.
- I. No teacher shall be disciplined in a manner that is arbitrary and/or capricious, pursuant to board policies.
- J. No teacher shall be required to perform related medical services (such as, but not limited to, changing diapers, tracheotomy and catheterization cleaning) for any students. Teachers may be asked to serve as a witness.

- K. Minor incidents involving a teacher may be retained in a separate personnel file. If at the end of the academic year the administration feels that the cumulative value of these incidents is important, they may become a part of the teacher's personnel file. In such cases Section B must be observed.

ARTICLE IX

PROFESSIONAL BEHAVIOR

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

ARTICLE X

STUDENT DISCIPLINE

- A. The administration will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and throughout the school, provided the teacher is within the law and student handbook guidelines.
- B. Teachers will give all reasonable support and assistance to the administration with respect to the maintenance of control and discipline in the classroom and throughout the school.
- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing, but no later than the teacher's contractual departure time.

ARTICLE XI

PROFESSIONAL GRIEVANCE PROCEDURE

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

A grievant believing him/her wronged by an alleged violation of the express provisions of this contract (or written board policy) shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same in the presence of an Association representative. If no resolution is obtained within ten (10) days of the discussion, the teacher shall reduce the grievance to writing and proceed to "B" within five (5) days of said discussion.

- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule D, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor.
- C. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) school days of such meeting grievance shall be transmitted to the superintendent. Within ten (10) school days the superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within ten (10) school days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board and the Association shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association and the Board.
- F. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- G. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent

with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XII

PERSONNEL FILE REVIEW

- A. Each teacher shall have the right upon request to review the contents of his/her own personnel file with the exception of credentials obtained at the time of employment from colleges, placement bureaus, or other school systems. A representative of the Association may, at the teacher's written request, accompany the teacher in this review.

ARTICLE XIII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the superintendent in his/her judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be considered vacant.
- B. Whenever a vacancy arises or is anticipated in a teaching or administrative position, regardless of the circumstances leading to the vacancy, the Superintendent or his/her designee shall post notices on the teachers' bulletin board and notify the Association at least two weeks before filling the position or obtain a waiver from the Association. If a vacancy occurs during the summer, all members of the faculty shall be notified by mail or e-mail. Vacancies shall be filled on a basis of experience, competency and qualifications of all applicants. Teachers may apply for any vacancies and they may be evaluated along with other applicants. Teachers may be involved in an external candidate's interview process. Under no circumstance shall a member of the teaching staff play a role in determining a teacher's performance level in the teacher evaluation process.

ARTICLE XIV

PAID LEAVES OF ABSENCE

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

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

Teachers may use up to two hundred dollars (\$200) of this money and designate one (1) Additional Compensation day per one hundred dollars (\$100) to be used during the following school year. Additional Compensation days may be used at any time, for any purpose, with the limit of (7) staff on any given day. Additional Compensation days shall be awarded on a first come, first served basis. If designated Additional Compensation days are not used the following school year, the teacher will be reimbursed at one hundred dollars (\$100) per unused Additional Compensation day. Additional Compensation Days or pay will not be earned if teachers have taken more than two sick days, or have elected to take any days without pay.

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

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

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

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

Unused personal business days shall accumulate as sick leave.

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

E. The teacher may take two (2) days for professional improvements paid for by the school District. These days must be submitted to the principal three days in advance. These shall be used for:

1. Visitation to view other instructional techniques or programs.
1. Conferences, workshops, or seminars conducted by colleges, universities, or professional teacher/athletic organizations.

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

F. Leave with pay shall be granted for court appearances in any case connected with the Employee's work, and will not be deductible from sick leave, when the Union is not a part of the litigation. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall receive his/her regular school pay and turn over any compensation received for such duties to the school District.

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

H. SICK BANK

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

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

ARTICLE XV

UNPAID LEAVES OF ABSENCE

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

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

ARTICLE XVI

LAYOFF AND RECALL PROCEDURE

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff in pursuant to Board Policy.

A. SENIORITY

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

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

b. If two (2) or more teachers have equal seniority as determined by this article, then lots will be cast to determine their seniority rankings. The Board and Association will both be involved in the casting of lots. The Board shall furnish the Association with a seniority listing by October 1 of each year.

2. It is the sole responsibility of the teacher to maintain their certification/s. It is the teacher's responsibility to notify the Board, in writing, of any inaccuracies or changes.

a. Definitions

i. CERTIFICATION – shall be defined as holding all certificates, endorsements, licenses and/or approvals required by law and Michigan Department of Education Regulation to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses and/or approvals with the Board. The certification status of a teacher on file with the school district shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and association of any change to his/her certificates, endorsements, licenses, or approvals after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The teacher shall further notify the Board and the Association, in writing in the event that he/she petitions the state board for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

- ii. QUALIFICATION – Teachers shall be considered qualified for positions for which they possess the appropriate certification, endorsement(s), and meet State and Federal requirements.

B. INDIVIDUAL CONTRACT

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

ARTICLE XVII

CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

ARTICLE XVIII

NEGOTIATION PROCEDURES

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

ARTICLE XIX

SEPARABILITY

- A. If any provision of this Agreement or any application of this Agreement, to any bargaining unit member or Employee or group of Bargaining Unit Members or Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall be continued in full force and effect.
- B. It is further agreed that if legislation requires changes in the current contract that the Board and association will meet and discuss those provisions that are determined to be legal.

ARTICLE XX

SCHOOL REFORM PLANS

- A. The parties of the Agreement are aware that legislation and State Department rules make it advisable to adopt a "school improvement plan", and/or a "site-based decision making plan" or other such similar plans.
- B. A plan which is in conflict with the Master Agreement or Board policy (ies) shall not be adopted or sent to either party for the purpose of ratification.
- C. The Board and the Association recognize that Employees at individual schools are given increased responsibility pursuant to planning and problem solving which focus on improving quality and delivery of educational services.
- D. A School Improvement decision-making committee of appointed volunteers will be established for the purpose of school improvement planning. (School Improvement is defined as the pursuit of established goals to improve student achievement.) School Improvement Chairpersons may be selected by building level administration and will be paid four percent (4%) for their work.

ARTICLE XXI

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Teachers coming to the Manton Consolidated Schools with previous teaching experience, at either a public or private school may be given those years of experience by the Board. Those years may be unlimited. Placement on the salary schedule does not allow individuals to “move up” the seniority list.
- C. Teachers who teach during their preparation consultation period or the major portion thereof will be paid at the rate of fifteen dollars (\$15) per sixty (60) minutes or comp time.
- D. Teachers shall have the option of receiving their salaries in any one of the following three ways:
1. Every other Friday for a total of twenty-six (26) pays.
 2. Every other Friday for a total of twenty-one (21) pays.
 3. A teacher may request in writing by April 30 to the superintendent that he/she receives all of his/her remaining salary by June 15 or following the final State Aid payment provided the teacher's obligations to the District have been completed.
- E. Added Compensation pay will be awarded based on Board Policy.
- F. Pay Beyond Master's Degree
Five hundred dollars (\$500) for each fifteen (15) semester hours of graduate credit after earning a Master's Degree, or undergraduate credit if approved by the Board.
- G. Graduate Credit Reimbursement
Graduate credit will be reimbursed at one-half (50%) for classes pre-approved by the superintendent at a state college or university above the first eighteen (18) earned beyond the BA/BS degree, when proof of passing is provided to the board. The District will pay up to fifty percent (50%) of twelve (12) credit hours per year.

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

H. Mentor Teachers

1. District Administration agrees to fully support the mentoring program. Individual building administrators agree to provide support and assistance to Mentors in their building. All administrators agree not to request any information from Mentors regarding Mentees that may be used to evaluate any Mentee. They also agree not to use any information that was gathered from a Mentor and Mentee.
2. The Association agrees to fully support the Mentoring program and the work of the Mentors. The Association further agrees to jointly administer the program with the Board. The Association's Professional Practices Committee (PPC) further agrees to assist with Mentor recruitment, selection, and assignment. The PPC also agrees to act as a liaison between Mentors/Mentees and the Board.
3. Mentors agree to abide by the outlined job description and complete the PRIME activities. Mentors further agree to attend additional training when appropriate, participate in all group meetings/activities, and assist with Mentor assignments when requested.
4. Participation as a Mentor teacher shall be voluntary.
5. Such mentor teachers shall be tenured teachers. It is understood and agreed that mentor teachers may also be retired teachers or college professors as allowed by law. No mentor will be assigned more than one probationary teacher per year without Association approval.
6. A mentor teacher shall work with probationary teachers from a related area of expertise, responsibility, or experience.
7. A mentor teacher may have released time as approved by his/her principal to use to observe or otherwise be available to the probationary teacher assigned.
8. The mentor teacher shall assist the probationary teacher in planning with the administration the fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher.
9. It is understood and agreed that a mentor teacher may not continue in that position from year to year unless requested to do so by the principal. The probationary teacher involved shall have input into this process.
10. Mentors are expected to use a log to document twenty (20) hours a semester. This time includes weekly in-person or telephone contacts, conferences, and impromptu contacts when needed. This log shall be given to the building principal at the conclusion of the school year.
11. Mentor Teachers shall be reimbursed at the rate of three percent (3%) based on prior years experience.

ARTICLE XXII

SEVERANCE

- A. The Board will continue to pay toward teacher retirement as it did under the previous contract.
- B. Universal Buy-In Early Retirement Incentive
 - 1. A teacher who has acquired a minimum of twenty-seven (27) years of public school service and has been employed for a minimum of ten (10) years with the Manton Consolidated School system shall receive the full cost necessary to bring his/her service credit in the Michigan Public School Employees Retirement System to thirty (30) years. The full cost is the actuarial cost of purchasing the service credit. This provision provides that the teacher shall be eligible to receive benefits through MPSERS and shall be an incentive for early retirement. Retirement shall occur prior to July 1st of the year the teacher elects for early retirement except as the Superintendent and teacher shall otherwise agree.
 - 2. "Retirement" as used in this provision shall mean severance of employment with the District; verification of an application of the teacher to MPSERS for retirement benefits from said Retirement System; and verification from MPSERS that the Employee is eligible and has applied for retirement benefits.
 - 3. An eligible teacher shall submit an application to the Superintendent's Office prior to March 1st of the year the teacher elects to retire.
 - 4. The Board shall pay the teacher the full cost required to bring the service credit to thirty (30) years pursuant to MCLA 38.1369 (F) prior to June 1st of the year the teacher elects to retire.
 - 5. Teachers receiving the retirement incentive are fully responsible for all tax obligations resulting from the receipt of all payments outlined in this Agreement. Appropriate withholding deductions will be made from payments.
 - 6. It is understood that in no event shall the Board be required to contribute for any years of service credit, which would give the retiring teacher more than thirty (30) aggregate years of service credit for retirement purposes.
 - 7. The creation of this opportunity is intended by the parties to act as an additional benefit for those teachers who elect to voluntarily retire in order to receive benefits under the Michigan Public School Employees Retirement Act of 1979, MCLA 38.1301 et seq. In the event that any provision of this section is found to be contrary to law during the term of its existence, the parties shall meet to negotiate for a successor provision.

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

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

C. 403b and 415C Unused Sick Leave at Retirement

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

Further conditions of this agreement:

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

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

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

ARTICLE XXIII

FRINGE BENEFITS

A. During each year of this Agreement, the Employer shall provide to the bargaining unit member, at no cost to the member, Plan A with the upgrades listed below, for a full twelve (12) month period for the bargaining unit member and his/her family. Bargaining Unit Members not selecting Plan A may select Plan B at no cost to the member if minimum hours of work per week are met. Under Public Act 152 of 2011 dollar amount caps for health insurance were established. The following insurance is provided within those parameters.

Plan A shall contain the following benefits:

Health	BC/BS PPO Plan 15 with a \$100/member \$200/family, \$5/\$20 prescription co-pay or a \$2.00 mail in co-pay.
Dental	80/80/80/80: \$2500
LTD	70 % 90 calendar day modified fill \$5000 maximum Mental/nervous same as other illness
Negotiated Life	\$50,000 AD&D
Vision	equal to VSP-2 Silver
Preventive Care Rider	
Hearing Care Rider	

Plan B shall contain the following benefits: (Note some exclusions are due to minimum number of hours that must be met).

Dental	80/80/80/80: \$2500
LTD	70 % - Min. of 24 hours per week 90 calendar day modified fill \$5000 maximum – Min of 24 hours per week Mental/nervous same as other illness
Negotiated Life	\$50,000 AD&D – Min. 17.5 hours per week
Vision	equal to VSP-2 Silver

Plan C Annuity: Monthly deposit into a Board-recognized tax sheltered annuity of the teacher's choice at the following schedule (in lieu of Plan A)

\$400.00 per month

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

ARTICLE XXIV

SCHOOL CALENDAR

- A. For the term of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. The school calendar shall provide for not fewer than one hundred seventy-nine (179) student days each year and one hundred eighty-four (184) staff days.
- B. Parent-teacher conferences will be scheduled, once each semester. The dates will be established by mutual agreement of the Board and the Association.

2012-2013

Step	BA	MA	MA+ 15	MA+ 30
1	33,506	36,002	36,482	36,962
2	35,346	37,842	38,322	38,802
3	37,188	39,684	40,164	40,644
4	39,030	41,526	42,006	42,486
5	40,873	43,369	43,849	44,329
6	42,712	45,208	45,688	46,168
7	44,555	47,051	47,531	48,011
8	46,397	48,893	49,373	49,853
9	48,240	50,736	51,216	51,696
10	50,081	52,577	53,057	53,537
11	51,924	54,420	54,900	55,380
12	53,761	56,257	56,737	57,217
13-15	55,911	58,507	58,987	59,467
16-18	56,449	59,070	59,550	60,030
19+	57,524	60,195	60,675	61,155
** 28	62,024	64,695	65,175	65,655

**This step is only for years 28, 29 and 30 if the employee resigns prior to the beginning of the step and has a minimum of 20 years of service in the District. The employee agrees to provide additional services in the capacity of mentoring, building leadership and district leadership duties.

Added Compensation will be given based on board policy.

SCHEDULE B

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

*Department Heads	4%
Vocational Home Economics	3%
OM Coaches	2%
Debate	3%
Forensics	3%
Advisors:	
Junior - Senior Drama/Play	\$1,000
Senior Class	3%
Junior Class	4%
Sophomore Class	2%
Freshman Class	1%
Eighth Grade Class	1%
Seventh Grade Class	1%
Student Council Advisors	
Middle School	3%
High School	3%
Spanish Club	1.5%
Varsity Club	1%
Choir Director	3%
Outdoor Education Director	6%
Student Recognition Coordinators	\$1,000 per building
Middle School Trip Coordinator	3%

Any Board approved club shall be based upon job description.

Art Club	1%
Ski Club	1%
Safety Patrol	1%
Honor Society	2%
Elementary Christmas Program	\$288
Kindergarten testing	per diem teacher pay rate
Counselor up to twenty (20) days work	At reg. school-year rate of pay
Band Director	9%
Year Book/Publication Book Advisor	4%
Special Education Coordinator	4%

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

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

SCHEDULE C

Athletics

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

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

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

SCHEDULE D

PROFESSIONAL GRIEVANCE REPORT

School District: _____ Grievance Number: _____

School: _____ Date of Violation: _____

Date of Grievance: _____

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

STATEMENT OF GRIEVANCE: _____

REMEDY REQUESTED: _____

Approved for processing:

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

Principal's Disposition:

Date _____

Signature of Principal

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

Superintendent's Disposition:

Date _____

Signature of Superintendent

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

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012, and shall continue in effect through the 30th of June, 2014. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. It is understood that various language articles will be reopened as mutually agreed upon by both sides. In the event of an upward economic turn in the State of Michigan, this contract will be opened for the purpose of negotiating a multi-year financial package.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By: _____
 President

By: _____
 President

By: _____
 President

By: _____
 Treasurer

Date: _____

Date: _____