

Manchester EA Contract

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



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

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

D. Membership, Fees and Payroll Deductions

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

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

ARTICLE 1 - RECOGNITION, continued

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

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

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

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

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

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

ARTICLE 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 employees subject to the provisions of the law, to determine position qualifications, and provide conditions of initial and continuing employment, including promotions, transfers, demotions and dismissals.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

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

ARTICLE 3 - ASSOCIATION RIGHTS

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

ARTICLE 4 - TEACHER RIGHTS AND RESPONSIBILITIES

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under 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 in the enjoyment of any rights conferred by the Act or the other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance under this Agreement.

ARTICLE 4 - TEACHER RIGHTS AND RESPONSIBILITIES, continued

- B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack

thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with the ethical standards of the teaching profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless it interferes with his/her teacher performance.

- C. Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. The Board agrees that it will in no way discriminate against or between employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence.
- E. A teacher will have the right to review the contents of all records, excluding initial references, of the District pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such a review.
- F. Teachers shall comply with reasonable written rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens his/her physical safety or well-being.
- G. The Board may consult with the Association prior to the adoption of policies or procedures to implement the Family Educational Rights and Privacy Act of 1974.
- H. No tenured teacher bargaining unit member shall be disciplined without just or reasonable cause.

No probationary bargaining unit member shall be disciplined for arbitrary or capricious reasons.

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

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

- I. The 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.
- J. The Board agrees that in the event a request is made by a third party for any personnel file contents, the Board will promptly notify the employee.

ARTICLE 5 - TEACHING HOURS

- A. The normal workday for bargaining unit members will be seven (7) hours and twenty (20) minutes.
- B. The normal daily teaching load for bargaining unit members shall not exceed the following:

Elementary: The first five (5) hours and thirty (30) minutes of pupil contact time per day will be the average daily

ARTICLE 5 - TEACHING HOURS, continued

time for each full instructional week with the actual daily contact time not to exceed five (5) hours and forty-five (45)

minutes. Each elementary school teacher shall have at least one (1) thirty (30) minute special each full instructional day. On half-days, only those teachers who are regularly scheduled for a special during the half-day of instruction will have a special.

Middle School: Six (6) hours of pupil contact per day. (360 minutes)

High School: Six (6) hours of pupil contact per day. (360 minutes)

- C. The Board shall determine the starting and ending times of the pupil's school day. Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupil's regular school day. Teachers shall attend to those matters which properly require their attention, including consultations with parents when scheduled directly with the teacher or through the administration when necessary. Should a teacher be required to attend an I.E.P.C. at times outside of the school day, except for social workers, the teacher shall be entitled to be released from one conference period. Such conference period shall be one which does not conflict with a scheduled meeting or activity and shall be immediately before or after the I.E.P.C. On Fridays and on days preceding holidays and vacations, the bargaining unit members' day shall end when pupils are dismissed.
- D. Building meetings, committee meetings and other school activities may require teachers to remain at work until after regular working hours. It is expected that all teachers recognize the worth and importance of such meetings. All teachers shall be in attendance when the meeting is called by the building principal or the Superintendent upon forty-eight (48) hours' notice. Such meeting shall not be called for Mondays nor more often than once every two weeks unless mutually agreed upon by the staff and administration. Joint building meetings will last no later than 4:45 PM and can occur up to a maximum of four times per school year. Generally, the remaining meetings will last no longer than 75 minutes after the end of the students' instructional day. Attendance shall be mandatory.
- E. With respect to the implementation of Article 5 (C) and Article 6 (C), it is agreed that given the unique nature of the alternative education program, the time limits set forth in these sections will be the average for the week. Break time(s) will be afforded in the schedule. When the schedule for the year is established, the schedule will be reviewed with the Association to assure compliance.
- F. Sections B and C shall not apply to social workers.
- G. The school calendar for the school year is set forth in Schedule C which is attached to and incorporated into this Agreement. The Board of Education reserves the right, if necessary, to expand the school calendar in order to comply with the requirements of the Michigan School Code.
- H. If instructional hours need to be made up due to "Act of God" days, the parties shall meet after March 1st 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 15th.

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 4 preparations, the Association, administration, and affected teacher(s) will meet to consider other options.

ARTICLE 6 - TEACHING LOADS AND ASSIGNMENTS, continued

Given the unique nature of the alternative education program, this section will not apply to alternative education.

- B.** When special teachers (music, art, library/media center, etc.,) hold classes in the elementary grades, this time shall be used for conference time.

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

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

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

- D.** Each teacher shall be entitled to a duty-free lunch period equivalent to the students.

- E.** Teacher participation in extra-curricular activities for which no extra compensation is paid shall be voluntary and teachers shall not be evaluated on this participation.

- F.** Teachers assigned to more than one building shall not be required to travel between buildings during their lunch period or allotted preparation period. Any teacher required to travel between buildings during their lunch period or preparation time shall be compensated at the teacher'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 (1/14) of their base salary.

Teachers needed to substitute during their preparation period will be compensated at the rate of \$22.50 per period for 2005-06 and \$23.00 per period for 2006-07.

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

- I.** Sections A through C, and H shall not apply to social workers.

ARTICLE 7 - TEACHING CONDITIONS

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

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

ARTICLE 7 - TEACHING CONDITIONS, continued

(1) Elementary School:

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

(2) Middle School:

a. 30 pupils	
b. Ability grouping	27 pupils
c. Physical Education	35 pupils
d. Chorus	40 pupils

(3) High School:

English	30 pupils	Drafting	25 pupils
Social Studies	30 pupils	Agriculture	25 pupils
General Education	30 pupils	Family & Consumer Service	25 pupils
Mathematics	30 pupils	Art	25 pupils
Science	30 pupils	Vocal Music	45 pupils
Foreign Language	25 pupils	Physical Education	35 pupils
Business	25 pupils	Study Hall	40 pupils
Industrial Arts	25 pupils	Telecommunications	24 pupils

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

Payment for Overload

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

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

In elementary (K-4) self-contained classrooms, overloads will be defined as students in excess of class limitations for more than six (6) weeks but less than ten (10) weeks. Upon certification, the overload will be paid at the rate of \$35.00. Overloads will be recertified following the nine (9) week mark and when the overload continues, the affected teacher will receive the balance of the \$104.00 per semester overload payment ($\$104.00 - \$35.00 = \$69.00$).

(3) Rate for payment of overloads:

- a) *Elementary* - (K-4) self-contained overloads will be paid at the rate of \$104.00 per semester. Physical Education and music overloads will be paid at the rate of 31% of \$58.00 per semester.
- b) *Middle School* - (5-8) individual class overload will be at the rate of \$58.00 per semester.
- c) *Secondary* - (9-12) individual class overload will be at the rate of \$58.00 per semester.

B. The Board recognizes that appropriate texts, library references facilities, maps and globes, laboratory equipment, audio-visual equipment, elementary K-4 art supplies, physical education equipment, current

ARTICLE 7 - TEACHING CONDITIONS, continued

periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association if economically feasible. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained within its financial ability. The Board will not order books and supplies without the consultation of all teachers concerned.

- C.** Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- D.** The Board shall make available in each school adequate lunchrooms, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.
- E.** Telephone facilities shall be made available to teachers for their reasonable use. The cost of all personal long distance and toll calls shall be paid to the District. The Association shall indemnify the Board for losses due to personal calls by teachers.
- F.** In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages may be installed at the request of the Association, the proceeds to be used for the existing Teachers Association Fund, provided no cost accrues to the District for installation and maintenance.
- G.** Adequate parking facilities shall be made available to teachers. The Board will contract with individuals who are to clear the drives, parking facilities and walks of snow and ice prior to the required arrival time.
- H.** Each teacher shall maintain with the office of the Superintendent and the building principal the current correct address and phone number which may be used to contact them in emergency matters while they are in the employ of the school District.
- J.** Teachers 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. In the event of gas rationing, alternative operating procedures will be implemented.
- K.** Teachers 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.
- L.** The Board agrees to make a good faith effort to maintain a list of qualified and certified substitute teachers.
- M.** Sections A and K shall not apply to social workers.

ARTICLE 8 - VACANCIES AND TRANSFERS

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

ARTICLE 8 - VACANCIES AND TRANSFERS, continued

Between the last student instructional day in June and the first teacher work day of the next year, the District will distribute copies of vacancies along with paychecks. Teachers who do not receive paychecks in the summer may, at the teacher's option, leave five (5) self-addressed, stamped envelopes at the Superintendent's office prior to the last teacher workday. Teachers shall also be notified via school email in the form of an electronic posting.

- B.** Any teacher possessing the qualifications to apply for such vacancy, may do so in writing to the Superintendent's Office within fifteen (15) calendar days of the posting of the vacancy or, in the event the vacancy occurs during the summer months, notice will be e-mailed to teachers. The Board agrees to give due weight to professional background and attainments of all applicants, length of service in the District, building class level, highly qualified status, area of specialization and other relevant factors. Any teacher filling such a vacancy shall be notified in writing by the Board by August 1, or earlier, if the administration finds it possible to do so, and before the appointment becomes public.
- C.** A transfer shall be defined as either a voluntary or involuntary change in a bargaining unit member's position or assignment to another position or assignment within the bargaining unit.
- D.** The administration reserves the right to transfer a teacher without request, and to deny applications as above specified. Any teacher being transferred shall be notified in writing by the Board of such a change by July 15, if practicable, or earlier if the administration finds it possible to do so. Any teacher denied a transfer shall be notified in writing and the reason given. However, since frequent transfers of a teacher is disruptive of the student-teacher relationship and the educational process, it is agreed that unrequested transfers of teachers will be avoided if in the judgment of the administration it is educationally desirable to do so.
- E.** The Board shall furnish each teacher a letter of intent to return, retire, or terminate his employment on or before sixty (60) calendar days prior to the end of the school year. These letters shall be signed and returned by the teacher indicating his intended status for the ensuing school year, not later than fifteen (15) calendar days following issuance of the letters of intent. On the following school day the secretary of the Local Association shall receive notice of the names of the teachers who failed to submit letters of intent. Thereafter, but not later than fifteen (15) calendar days after return of letter of intent the Board shall post notices of vacancies in accordance with A above. Any teacher who fails to submit a letter of intent of return, or reverses his position previously taken in a letter of intent, shall be subject to having his position posted as a vacancy and if filled, subject to unrequested transfer at the discretion of the administration.
- F.** A request for transfer form shall accompany the letter of intent from the Board. These should be returned in accordance with above if a preference is desired for a transfer at the discretion of the administration. Requests for a transfer by bargaining unit members wishing to switch shall be considered based upon highly qualified status. Consideration is not a guarantee of transfer. No bargaining unit member shall be discriminated against because of a request to transfer.
- G.** No bargaining member shall be transferred to a position in which they are not highly qualified pursuant to the "No Child Left Behind Act" (20 USC 6301 et seq.)
- H.** Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

Unless the transfer to the supervisory or executive position transpired prior to July 1, 1996, or involves an interim assignment of one (1) year or less, the teacher will not be permitted to accrue seniority for time spent in such

positions.

ARTICLE 8 - VACANCIES AND TRANSFERS, continued

- I.** In cases of layoff the provisions of Article 19 (Layoff and Recall) shall be followed exclusively.
- J.** Vacant positions to be filled will be posted at the time of the vacancy. At the completion of the posting period, notification shall be given to the successful applicant. Reassignment may be postponed at the District's option until the end of the semester or school year to avoid undue disruption. In such instances, the position may be filled temporarily by a substitute.

ARTICLE 9 - LEAVES OF ABSENCE

A. Sick Leave

- (1) All full-time teachers absent from duty shall be allowed a total of fifteen (15) days per school year with pay for the following reasons:
 - (a) Personal illness.
 - (b) Critical illness in the family (spouse, children, parents, parents-in-law) up to a maximum of ten (10) days per school year. Additional days may be permitted at the discretion of the Board when substantiated by a physician.
 - (c) Emergency illness in the immediate family which requires the teacher to make necessary arrangements for care.
 - (d) Funeral or death of a person whose relationship to the teacher warrants such attention in the discretion of the Superintendent.
 - (e) Pregnancy of a female teacher who has been certified in writing by a physician as unable to work as a result of the pregnancy.
- (2) All previously employed full-time teachers shall accrue the above sick leave at the beginning of the school year; regular employed part-time teachers will receive pro rata sick leave benefits. Newly employed teachers shall accrue two days of the sick leave 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, except June, which day shall accrue as of the first day of the month.
- (3) All teachers shall be required to notify the substitute caller in the event of an absence due to personal, critical or emergency illnesses before 6:30 a.m. of the expected day of absence so that a substitute may be obtained unless circumstances make such notification impossible or unreasonable to do so. In order to receive payment for the date of absence without notification to the principal, at the time hereinabove specified, it will be necessary for the teacher to file with the building principal a written statement concerning the reasons for failure to notify.
- (4) Notification for leave for a funeral or a death of a person is expected as soon as practicable to the building principal.
- (5) Sick leave days hereinabove granted, which remain unused, shall be allowed to accumulate from year to year from and after the beginning of this contract up to a maximum of one hundred sixty-five (165) days.
- (6) Teachers will be provided with an account of their sick leave semi-annually. A bargaining unit member who does not use any of his/her individual sick leave days for one (1) semester shall be paid the sum of \$100.00 each semester in recognition of this perfect attendance.

ARTICLE 9 - LEAVES OF ABSENCE, continued

- 7) Upon the recommendation of the Superintendent, the Board may require a teacher to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense. In case of disagreement over the selection of the physician, the service of recognized specialists at the University Hospital or St. Joseph Hospital in Ann Arbor or Henry Ford Hospital in Detroit shall be utilized.
- (8) The Board may request a doctor's certificate attesting to the illness of any teacher after an absence of five (5) consecutive school days or from any teacher suspected of abusing sick leave. 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.
- (9) 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.
- (10) Any teacher who seeks or obtains or engages in other employment during the teacher's work day, while said teacher is on paid leave of absence, shall be subject to disciplinary action in addition to forfeiting his/her right to pay for such day.

B. *Other Leaves of Absence with Pay:*

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

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

- (2) Time necessary to take a selective service physical examination, not to exceed one (1) day.
- (3)
 - (a) All teachers shall have available two personal business days to be used as they find necessary for business of an urgent nature that cannot be transacted at times other than normal working hours. These days may not be used on days preceding or succeeding vacation periods, during scheduled teacher conference days except in emergency situations, nor shall these days be used for recreational or vocational purposes. Newly employed teachers who commence employment in the second semester shall receive one personal day the first year.
 - (b) Such emergency requests shall be given appropriate consideration and shall not be unreasonably denied.
 - (c) If any request for personal leave is denied, the reasons will be stated in writing.
 - (d) These days shall not be accumulated from year to year, nor shall they be deducted from sick leave hereinbefore granted. Personal business days shall be available to newly employed teachers only

ARTICLE 9 - LEAVES OF ABSENCE, continued

after the first day of October of the teachers first year of employment with the District. Teachers hired during the school year shall have days available after two months of his/her start date.

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

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

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

- (5) At the beginning of every school year, the local Association shall be credited with a maximum of ten (10) days to be used by teachers who are officers or agents of the local Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than one week in advance of taking such leaves. Teachers taking such leaves will be compensated the difference between the substitute's pay and that of the teacher taking the leave.
- (6) Release time shall be granted to the local Association President to represent a teacher, at the teacher's request, who is called before the Superintendent and/or the Board of Education during the normal school day.

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 to the Board of Education. These leaves of absence will be granted in the sole discretion of the Board of Education who reserves the right to specify the beginning and terminating dates of the leave of absence. Requests may be filed for the following reasons:

- (1) Study related to the teacher's licensed field. This leave of absence will be considered for the maximum length of one (1) year only.
- (2) Parental leave may be granted up to a maximum of one (1) year renewable at the discretion of the Board. Parental leave will be available for either a woman who is pregnant or a man who has fathered

an infant. It shall also be available for either parent if the teacher is adopting an infant (less than one (1) year old) child.

(a) In order to obtain a parental leave, the teacher shall request said leave at least four (4) months

ARTICLE 9 - LEAVES OF ABSENCE, continued

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, the beginning date and ending date to correspond as nearly as possible with the beginning or ending of school or a semester.

(c) A teacher with tenure or a satisfactory probationary status requesting a parental leave will be returned to his or her position only if he or she indicates to the Board at the time of his or her request that he or she wishes to continue in that position upon his or her return to full time work. This request will be honored by the Board of Education for one calendar year. The teacher shall be returned to position only at the start of a semester. A tenure teacher returning from a parental leave after that period of time will be placed in existing vacancies ahead of new applicants. Replacements for teachers on parental leaves who expect to return to previously held positions within the time limitation will be hired as temporary or substitute employees.

(d) Failure to return from a parental leave on the date specified in said leave or application shall be conclusively deemed a resignation.

(e) Failure to apply for a parental leave as hereinabove specified may result in termination of employment.

(3) A leave of absence for military service shall be granted in accordance with Act 145 of 1943, as amended. Teachers on military leave shall be advanced on the salary schedule as though they had taught within the system and be credited with sick leave allowances.

(4) Sabbatical leave may be granted at the discretion of the Board of Education in accordance with Section 1235 of Part 16 of the Michigan School Code.

(5) Other leaves of absences may be granted without pay in the sole discretion of the Board of Education upon receiving from the requesting teacher in writing the purpose of the leave of absence, the probable advantage to the school District, the length of requested leave, and such other information as will assist the Board of Education in making a decision concerning the leave of absence.

(6) A teacher on an unpaid leave of absence shall notify the Superintendent in writing of his/her intent to return at least sixty (60) days prior to the end of the leave.

(7) Eligible 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, and the opportunity to use accrued paid sick leave/personal leave for salary continuation purposes for up to twelve (12) weeks during what would, otherwise, be an unpaid leave of absence. The decision to use accrued paid sick leave/personal leave for FMLA leave purposes will be made by the employee.

D. Subject to available finances and upon application to and recommendation of the building administrator, teachers may be permitted to attend professional conferences, seminars or workshops. If allowed, reasonable expenses shall be approved upon presentation of receipts, provided a teacher may agree, in advance, to attend the conference, seminar or workshop at his/her own expense.

ARTICLE 10 - TEACHER EVALUATION

A. The performance of all teachers shall be observed in their classroom and then evaluated in writing.

- a) Tenure teachers shall be evaluated at least once every other school year.

ARTICLE 10 - TEACHER EVALUATION, continued

- b) Probationary teachers shall receive an annual year-end performance evaluation based on at least two (2) classroom observations for a minimum of thirty (30) minutes each held at least sixty (60) days apart. Probationary teachers shall be provided with an individualized development plan (IDP), in writing, prior to their second year of teaching in the District developed jointly between the teacher and his/her mentor (upon request of the teacher) and his/her immediate supervisor and consistent with evaluation criteria.

- B.** The observation and evaluation process shall be conducted by the teachers' building principal or assistant principal or other full-time administrator assigned by the Superintendent. The Board may utilize outside consultants to improve performance. The use of such consultants shall be with the consent of the teacher and shall be advisory. Further, any observations of this nature shall be in addition to the provisions set forth in Section A of this Article. At least one observation and evaluation shall occur outside the first two weeks of a given semester or the last two weeks of a given semester.

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

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

- C.** Each observation shall be made in person of approximately thirty consecutive minutes. All monitoring or observation of performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- D.** After written evaluation the principal and the teacher shall have a conference concerning the evaluation. At that time the teacher shall sign the evaluation sheet and may indicate any dissatisfaction therewith in writing within ten (10) work days. At the evaluation conference, a copy of the completed form shall be retained by the teacher. This conference shall not be later than ten (10) working days after the observation. Each teacher shall have the right within reason to request to review the contents of his own personnel file except he shall not be allowed to review credentials and letters of reference from colleges, universities or previous employers. A representative of the Association may be requested to accompany the teacher in such review.
- E.** If an administrator believes a teacher is doing unacceptable work, the reasons shall be set forth in writing and in specific terms and suggestions as to ways in which the teacher may improve shall be provided to the teacher.

In subsequent observation reports, failure to note again a specific deficiency shall be interpreted to mean that adequate improvement is taking place.

- F.** A teacher who disagrees with an evaluation or recommendation may, within the time frame referenced in section D, submit a written answer which shall be attached to the file copy of the evaluation in question. The teacher shall receive a copy of the evaluation report for his/her own file.
- G.** Any probationary teacher who receives notice from the Board that his services will not be renewed for the ensuing school year (except lay-off) may within ten (10) work days request a hearing before the Board of Education. This hearing shall be in closed session only upon request of the teacher. The teacher may be represented by the Association or legal counsel if he so desires. It is expressly understood that these matters shall not be subject to the grievance procedures.

ARTICLE 10 - TEACHER EVALUATION, continued

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

ARTICLE 11 - PROTECTION OF TEACHERS

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

ARTICLE 12 - COMPENSATION

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

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

ARTICLE 13 - GRIEVANCE PROCEDURE

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

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

1. The termination of services of or failure to re-employ any probationary teacher. (See Article 10)
2. 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).
3. It is further agreed that a grievance shall be deemed abandoned if the grievant(s) files a claim or complaint or otherwise seeks remedial action regarding the matter grieved in any forum established by law or by regulation having the force of law.

- B.** The Association shall designate one (1) representative per building to handle grievances when requested by the grievant. The Association shall notify the building principal of the names the building representatives within the first week of February each school year. The Board hereby designates the principal of each building to act as its representative at Levels One and Two as hereinafter described and the Superintendent or his designated representative to act at Level Three as hereinafter described.

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;
- (4) It shall contain a synopsis of the facts giving rise to the alleged violation;
- (5) It shall cite the section or subsections of this contract;
- (6) It shall contain the date of the alleged violation;
- (7) 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.

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

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

within five (5) days to Level Three by filing a written appeal.

ARTICLE 13 - GRIEVANCE PROCEDURE, continued

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

If 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 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 demand to arbitrate to the American Arbitration Association in Level 4 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 no decision is rendered within five (5) days of the discussion at Level 3, 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 ground in such arbitration proceeding not previously raised or disclosed at other written levels. The Board and the Association shall not be permitted to insert in such arbitration proceeding any evidence not previously disclosed to the other party. Expedited arbitration shall be employed upon mutual agreement by both parties.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.

His authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, District or local laws. The arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and this agreement. Nor shall the arbitrator have any power to interpret state or federal law, or to hear any grievance previously barred from the scope of the grievance procedure.

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

Both parties agree to be bound by the award of the arbitrator. The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

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

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

ARTICLE 14 - ADVISORY COUNCILS

A. *Professional Council*

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

B. *Curriculum Council*

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

ARTICLE 15 – PROFESSIONAL IMPROVEMENT

Teachers who have been employed at least five (5) years in the system shall receive reimbursement from the Board at the rate of ½ the actual cost of tuition for courses taken to maintain or improve the teacher's ability in his assigned area, except that those attending private universities shall not receive in excess of 1/2 the average cost of tuition at University 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.

Teachers who hold a Masters degree and have taught in the system for five (5) years or more shall receive full reimbursement for the cost of tuition for such courses taken to maintain or improve the teacher's ability in his/her assigned area, except that those attending private universities shall not receive in excess of the average cost of tuition at University of Michigan, Western Michigan University and Eastern Michigan University. 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 16 - RETIREMENT

Any teacher who retires from the teaching profession and submits proof to the Superintendent that he/she has applied for and is immediately eligible to receive a monthly retirement allowance from the Michigan Public Schools Employees Retirement Fund shall receive upon retirement an amount equivalent to sixty-five dollars (\$65.00) per day of unused accumulated sick leave as provided in Article 9. Employees shall receive payment for the above amounts paid by the employer to a tax deferred 401(a), a special pay plan or equal. The moneys 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 who quit to teach elsewhere.

ARTICLE 17 - INSURANCE

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

MESSA Super Care I or MESSA Choices II
Delta Dental Plan D004/60/60/60
VSP 2
\$15,000 Term Life with AD&D
\$5.00 co-payment drug card

For year two of this Agreement, the Board will pay the premiums to provide each full-time teacher who enrolls in the plan with full family insurance coverage, said coverage to be MESSA-PAK I Plan A with:

MESSA Choices II
Delta Dental Plan D004/60/60/60
VSP 2
\$15,000 Term Life with AD&D
\$5.00 co-payment drug card

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

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

Members will also receive \$100/month. These payments would be made through an IRS Section 125 plan.

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

ARTICLE 18 - CONTINUITY OF PROFESSIONAL SERVICE

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

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

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

ARTICLE 19 - LAYOFF AND RECALL

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

- A. In the event the Board institutes a necessary reduction in teaching personnel the Board will give due consideration for maintaining North Central and/or State authorized accreditation.

ARTICLE 19 - LAYOFF AND RECALL, continued

- B.** Teachers not holding the necessary certification as determined by the Michigan Department of Education will be terminated first.
- C.** Probationary teachers will be laid off first where any tenured teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the service of the probationary teacher.

Non-certified teachers will serve a four (4) year probationary period. Unless specifically prohibited by law, for purposes of the implementation of the layoff and recall procedures in this Article, non-certified teachers will be treated as though they were probationary teachers.

- D.** In the event non-probationary/tenured teachers must be laid off, layoff shall be on the basis of low seniority and certification and qualifications. For the purposes of this Article seniority shall be the length of continuous professional service with the Manchester Community Schools. Furthermore, it is understood that any non-probationary/tenured teacher who is granted status shall have seniority from the last day of hire.
- E.** Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school Districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
- F.** If the Board determines a reduction of staff is necessary, the Board will apprise the WCEA (Manchester) of the problem and the teacher(s) to be released will be notified in writing no later than May 15th.
- G.** The Board may layoff teachers during a contract year for the following reasons: (1) lack of financial resources; (2) lack of adequate school facilities; and (3) reduction in enrollment. Teachers who are laid off during a contract year shall be considered as completing the contract year for the purpose of placement on the salary scale if employed for more than one-half of the school year, otherwise such teacher shall remain on the same step. Provided, however, it is understood that the Board's obligation to pay salary and fringe benefits pursuant to an individual teacher contract or this Agreement will cease if a teacher is laid off or terminated under this Article. Teachers to be laid off under this section shall be notified in writing no less than thirty (30) calendar days prior to the effective date of layoff.
- H.** The Board will publish and distribute to each teacher a seniority list by December 1st of each school year which shall include the teacher's name, seniority date, type of certification, majors and minors. In the case of teachers with the same original date of hire (first scheduled work day in teaching assignment), a drawing will be held to determine placement on the seniority list. The Association shall be notified of the time and place of the drawing so that an Association representative and affected teachers may be present at the drawing. The drawing will be conducted based on the mutually agreed upon procedure.
- I.** Layoffs shall be in accordance with Section D of this Article and shall in no event require involuntary transfers for the purpose of recalling teachers.
- J.** Seniority teachers shall be recalled to employment in inverse order of layoff for new positions opening as determined by the programs offered by the Board, for which they are certified and qualified.
- K.** Employees shall be notified of recall by certified mail at their last known address on file at the Superintendent's office. Employees who are notified of recall and fail to respond within five (5) days of receipt of notification or

who fail to report for duty within fifteen (15) days of recall notice shall be considered as resigned.

ARTICLE 19 - LAYOFF AND RECALL, continued

- L.** Upon application, a laid-off teacher shall be granted priority status on the District's substitute teacher list. This section shall not be subject to the grievance procedure.
- M.** The recall lists shall be maintained by the Board for a period not to exceed four (4) years. Thereafter a teacher shall lose his rights to recall.
- N.** For purposes of this Article, "qualified" shall be defined as experience in role and evaluation as set forth in Board Policy.
- O.** It shall be the responsibility of the individual teacher 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.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

- A.** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B.** Copies of this Agreement shall be made available to teachers within thirty (30) days after ratification by both parties. The master copy of this Agreement shall be signed and dated.
- C.** If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D.** The Board shall enter into an individually signed teacher contract with each teacher as close to the beginning of each school year as possible; provided however, that after a teacher has been employed at least four (4) consecutive years in the school District, the Board may enter into a continuing contract with the teacher. Two copies of the individual contract(s) shall be available; one (1) on file in the Building Principal's or Superintendent's office, and one (1) for the teacher.
- E.** If TB tests are required, the District will assume the cost.
- F.** Premium charges for the continuation of benefits under the Consolidated Omnibus Reconciliation Act (COBRA) will be the maximum afforded under the act.

ARTICLE 21 - SCHOOL IMPROVEMENT

- A.** The Board, Administration, teachers and Association recognize the necessity of maintaining an ongoing collaborative effort toward District-wide improvement planning and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.
- B.** To the extent permitted or required by law, the terms and conditions in this Agreement will not be modified by the school improvement process.

- C. The involvement of teachers in school improvement planning shall be voluntary. Participation or lack of participation in school improvement planning will not be utilized as a criteria for evaluation or discipline.

ARTICLE 21 - SCHOOL IMPROVEMENT, continued

- D. 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.
- E. In the event of a request from the Association, the Board agrees to meet and review the District's school improvement plan in relationship to its impact on wages, hours and working conditions.

ARTICLE 22 - SPECIAL EDUCATION

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

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

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

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

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

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

A teacher 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 will advise his/her principal

of that opinion in writing.

ARTICLE 23 - 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 in the first three years of classroom teaching, as defined by the Michigan Department of Education, shall be assigned a mentor teacher each year.

The mentor teacher 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 non-threatening collegial fashion.

- C.** The building principal will assign a mentor teacher for each mentee. The mentor teacher will ordinarily be a tenured member of the bargaining unit. Every effort will be made to match mentor teacher and mentee who work in the same building and have the same area of certification(s). The mentor teacher assignment shall be subject to review by the mentor teacher and the mentee after each semester. Participation as a mentor teacher 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 and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or the mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the mentor teacher shall not be called as a witness on any grievance related to evaluation involving the mentee nor shall the mentee be called as witness in any grievance involving the mentor teacher's evaluation.
- E.** A mentor teacher shall receive \$530.00 per school year for serving as a mentor teacher. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of teaching.
- F.** This Article shall not apply to social workers.

ARTICLE 24 – HIGHLY QUALIFIED TEACHERS

- A.** As required by the ESEA guidelines and in accordance with criteria provided by the NCLB Act of 2001, all teachers will meet the ESEA requirements for “Highly Qualified” by the 2005-06 school year. The State of Michigan State Board of Education will define these criteria.
- B.** It is agreed that the timeline for satisfying the requirements needed to be a highly qualified teacher under the No child Left Behind Act (NCLB/ESEA) depends upon when the bargaining unit member commenced employment with the district. Bargaining unit members hired on or after the beginning of the fall semester of 2005, must be highly qualified immediately and other bargaining unit members must be highly qualified by the end of the 2005-06 school year.
- C.** For teachers in grades K-5, highly qualified shall be defined as possessing the requisite certification and satisfying the provisions of the NCLB/ESEA pertaining to highly qualified teachers.
- D.** For teachers in grades 6-12, highly qualified shall be defined as meeting the requirements established by the NCLB/ESEA legislation and the State of Michigan. A bargaining unit member shall be

ARTICLE 24 – HIGHLY QUALIFIED TEACHERS, continued

assigned in his/her major or minor field of study, unless assigning the teacher in the minor field contravene the provisions of the NCLB/ESEA pertaining to highly qualified teachers.

- E.** A teacher that has been recognized as highly qualified under the NCLB/ESEA by the Manchester Community Schools as confirmed by the Michigan State Department of Education shall be recognized as highly qualified in the areas certified by the Manchester Community Schools for the duration of their employment subject to current or future changes to state and federal regulations.
- F.** Teachers not highly qualified for their assignment at the end of the 2005-06 school year shall be granted the first vacancy they apply for provided they are highly qualified for the vacancy. If there is no vacancy for which teacher is highly qualified, said teacher shall be treated under the layoff & recall provisions of this agreement as if their position had been eliminated.
- G.** The District will facilitate teachers in becoming highly qualified through graduate credit as provided under Article 15. Testing fees and other expenses will be the responsibility of the teacher.
- H.** Beginning with the 2006-2007 school year, no teacher shall be transferred to a position in which they are not highly qualified, pursuant to the “No Child Left Behind” Act” of 2001. *(20 USC 6301 et seq.)*

ARTICLE 25 - 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 26 – NEGOTIATIONS PROCEDURE

- A.** In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party and each party may select its representative from within or outside the school District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.
- 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

ARTICLE 26 – NEGOTIATIONS PROCEDURE, continued

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 27 - DURATION OF AGREEMENT

This Agreement shall be effective as of the date of ratification and shall continue in effect until the 30th day of June 2007. Schedule A shall be retroactive to July 1, 2005. Schedule B shall be retroactive to July 1, 2005 only for members of the **Manchester Education Association**. Thereafter, this Agreement shall automatically extend for one (1) full year unless either party notifies the other in writing not less than ten (10) days prior to the 1st day of March, 2007 or each succeeding year thereafter.

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

MANCHESTER COMMUNITY SCHOOL
DISTRICT, WASHTENAW AND JACKSON
COUNTIES, MICHIGAN

WASHTENAW COUNTY EDUCATION
ASSOCIATION/MEA/NEA

By: _____
President

By: _____
President

and

By: _____

By: _____

By: _____
Superintendent

By: _____

**SCHEDULE A
2005-2006**

STEP	BA	MA	MA+15	MA+30
1	35,540	36,100	36,950	37,400
2	36,478	38,166	39,199	40,054
3	37,984	40,892	42,098	43,303
4	39,229	42,197	43,462	44,767
5	40,791	43,872	45,190	46,544
6	42,456	45,678	47,050	48,459
7	44,582	47,970	49,408	50,888
8	46,365	49,457	50,941	52,259
9	48,223	51,912	53,469	55,072
10	50,214	54,053	55,671	57,338
11	56,199	61,621	63,470	65,373
15	57,885	63,470	65,373	67,337
20	59,657	65,373	67,337	69,355
25	61,411	67,337	69,355	71,436
30		69,357	71,436	73,579

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).

MA+30: Must be earned as one of the following:

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

Teachers hired after July 1, 1995, will not progress beyond step 10 on the salary schedule until they have ten (10) years of experience in the Manchester Community Schools District.

Year One 2005-06

1. An additional .0333...% (up to 1%) on schedule for every new student in the district based on the blended count between 2004-05 and 2005-06.
2. Members choosing MESSA Choices II for 2005-06 shall receive a \$400 off scale incentive to be paid on the first paycheck in December.

Year Two 2006-07

1. Salary increase for all members to be 2% on schedule.
2. An additional .0333...% (up to 1%) on schedule for every new student in the district based on the blended counts of 2004-05 and 2005-06, whichever is greater.

3. One less day on the calendar from the 2005-06 school year (178 student/183.5 teacher days).

SCHEDULE B

Extra curricular assignments will be paid on the following percentages being applied to the BA schedule on the basis of the number of years experience in the activity, with a ceiling being placed at the 8th step. Those persons who complete eight (8) years of experience in Manchester in the activity, will be advanced one (1) additional step for each additional three (3) years of experience in the activity completed subsequent to September 1, 1986. In years when aides are provided for middle school sports, aides shall be hired when participation exceeds twenty (20) students.

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

(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.)

Middle School Wrestling Coach	8
Elementary Wrestling Coach	8
Cross Country Coach	9
Middle School Parent Organization Rep	3

Activity	% Remuneration
Golf Coach	8
One Head Track Coach	11
One Assistant Boys Track Coach	8
One Assistant Girls Track Coach	8
Jr. High Boys Track Coach	8
Jr. High Girls Track Coach	8
Baseball – Softball	11
J V Baseball – Softball	8
Jr. High Cheerleading	9
Senior High Cheerleading	10
Volleyball	11
JV Volleyball	8
Jr. High Volleyball	8
Elementary Play/Music (each production).....	1.5
Elementary Circus (each person)	1.5
NCA District Chairperson (if a teacher And additional daily release time is Not provided).....	5
Leadership (Part of leadership class assignment)	\$425.00
Department Head (Scope of responsibilities defined by administration)	\$530.00

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 club shall be reviewed by the Board of Education in accordance with accepted and previously used procedures. If approved, new clubs shall be paid between 1% and 3% depending upon Board action.

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

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

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

SCHEDULE C
LETTER OF UNDERSTANDING
PROTECTION OF TEACHERS LANGUAGE

To address the concerns of teachers concerning their protection on the job, the parties agreed for the life of this contract to follow the conditions of the Board Policy #8320, "Assaults Committed by Students, Assaults committed Against School Personnel, Physical Assaults". The Board and Administration are committed to enforcing the language of the policy for the safety of teachers. If teachers feel that their safety has not been protected by Administration as outlined in Policy #8320, they have the right to bring their concerns directly to the School Board for reconsideration. If this policy is to be changed or revised, the Administration and Board will notify the Association to allow for their input.

FOR THE ASSOCIATION:

FOR THE BOARD:

Date: _____

Date: _____

SCHEDULE D
LETTER OF UNDERSTANDING
SCHOOL CALENDAR

It is agreed by both parties in developing future school calendars through the year 2006-2007, to schedule a one-day mid-winter break in February when Good Friday falls outside of spring break.

The years in which Good Friday falls within spring break, a two-day mid-winter break will be scheduled. Any additional days needed to fulfill the number of days required will be added at the beginning of the school year, the end of the school year, spring break or winter break.

It is agreed that this practice will be reviewed for consideration in developing future calendars.

The 2006-07 calendar shall be mutually agreed upon by February 1, 2006. The calendar shall contain 178 student days and 183.5 teacher days.

FOR THE ASSOCIATION:

FOR THE BOARD:

Date: _____

Date: _____

Manchester Community Schools

Monday, August 22	Teachers Only-Professional Development
Tuesday, August 23	Staff Only-Half-Day Orientation
Wednesday, August 24	Classes Begin-K-12 Half-Day AM, Teachers Full Day
Friday, September 2 & Monday, September 5	Labor Day Weekend-No School
Friday, October 21	End of First Marking Period
Monday, November 7	K-12 Parent/Teacher Conferences 5:00-8:00 PM K-12 Full Day
Thursday, November 10	K-12 Parent/Teacher Conferences 5:00-8:00 PM K-12 Full Day
Friday, November 11	K-12 Parent/Teacher Conferences 8:30-Noon No School for Students
Friday, November 18	No Students – In-service Day
Wednesday, November 23	Thanksgiving Break – No School
Thursday, November 24	Thanksgiving Break – No School
Friday, November 25	Thanksgiving Break – No School
Monday, December 19– Monday, January 2	Winter Break – No School
Tuesday, January 3	School Resumes
Monday, January 16	Martin Luther King Day – No School
Friday, January 20	K-4 Students – Full Day (End of First Semester) 5-12 Students Half Day-AM, Records – PM
Friday, February 17 & Monday, February 20	Mid-Winter Break– No School
Tuesday, February 21	No Students – In-service Day
Thursday, March 2	K-12 Parent/Teacher Conferences 5:00-8:00 PM K-12 Full Day
Friday, March 3	K-4 Half-Day AM, Conferences 1:00-3:30 PM 5-12 Students Full Day
Friday, March 24	End of Third Marking Period
Monday, April 3 – Friday, April 7	Spring Break
Monday, April 10	School Resumes
Friday, April 14	No School-Good Friday
Monday, May 29	No School – Memorial Day
Friday, June 9	End of Second Semester K-12 Students Half Day, Staff Records-PM

2005-2006 School Calendar

179 Student Days
184.5 Teacher Days

SCHEDULE E
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 I

A. Date cause of Grievance occurred: _____

B. Date of discussion with Building Principal: _____

.....

LEVEL II

A. Statement of Grievance:

1. Facts giving rise to Grievance (be specific):
2. Sections or subsections allegedly violated:
3. Relief Sought:

Date Filed: _____ Grievant Signature(s) _____

B. Disposition of Building Principal:

Date: _____ Building Principal's Signature _____

LEVEL III

A. Date received by Superintendent or Representative: _____

B. Position of Grievant:

Grievant's Signature(s): _____

C. Position of Association:

Association Representative's Signature: _____

D. Date of discussion with Superintendent or Representative: _____

E. Disposition of Superintendent or Representative:

Date: _____ Signature of Superintendent or Representative: _____

.....

LEVEL IV

A. Date submitted to Arbitration: _____

B. Arbitrator agreed upon (if any): _____

C. Disposition and award of Arbitrator:

Date: _____ Arbitrator's Signature: _____

Attach additional sheets if necessary.

A G R E E M E N T

B E T W E E N

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

&

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

2005-2007

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