# AGREEMENT

# between the

# MANTON CONSOLIDATED SCHOOLS

# BOARD OF EDUCATION

# and the

# MANTON EDUCATION ASSOCIATION

# June 30, 2026 - June 30, 2029

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This Agreement entered into this 17th day of June, 2026, by and between the Manton Consolidated Schools District, Wexford, Missaukee, and Grand Traverse Counties, hereinafter called the "Board", and the Manton Education Association, hereinafter called the "Association".

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

## ARTICLE 1
## RECOGNITION

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

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

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

## ARTICLE 2
## ASSOCIATION RIGHTS

A. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
B. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, sex, age, marital status, or physical handicaps.
C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school

operations. All meetings requiring rooms will comply with Board policy with regards to scheduling.

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

## ARTICLE 3
## MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its Employees.
2. To hire all Employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such Employees according to Article 8 of this document.
3. To establish grades K through 12 and courses of instruction contained therein, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

4. To determine class schedules, the hours and days of instruction, parent conference days, and the duties, responsibilities, and assignments of teachers and other Employees with respect thereto and school related non-teaching activities, and the terms and conditions of employment as they relate to Schedules B and C.
5. The Board shall have the right to require a teacher to submit to a physical or mental examination at Board expense by a licensed physician. Upon request, the Association must submit a list of not fewer than five (5) or more than ten physicians within ten business days, from which the teacher shall choose one to perform the examination. The physician shall have the right to refer to specialists at Board expense with Board approval.

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

## ARTICLE 4
## TEACHING CONDITIONS

A. Every attempt will be made by the administration to notify all teachers concerned a day in advance whenever students are added to or transferred from previously assigned classes or schools.
B. To relieve teachers of some non-professional jobs, the Board agrees to assign para-professionals where funds and personnel are available.
C. The Board shall make available adequate lunchroom, restroom, and lavatory facilities, one per building, for teacher use and one room per building, which shall be used as a faculty lounge.
D. Adequate off-street parking facilities shall be provided for teacher use during school hours.
E. Teachers shall be required to report for duty by 8:00 A.M. and shall be at their duty station by the start of their first scheduled student contact period. It is understood that the ability to report at 8:00 comes with the understanding that the daily prep time each day is met and teachers may be asked to report for needed meetings and PLC's at 7:40 as part of their professional responsibilities. Teachers may leave at 3:15 P.M. When there is a specially scheduled examination, teachers shall remain in the building until regular dismissal time unless excused by the administration.
F. Each teacher will have one unassigned preparation period, per day, of no less than forty (40) to fifty (50) minutes. PLC time will be counted towards one day of district provided PD.
G. It is understood that, in order to be effective, every teacher needs non-contact time, (NCT), for planning lessons, preparing presentations and student materials, as well as for conferencing with students, parents, faculty teams, and outside resources. This plan/prep/conference time, (PPC), includes such current collaborative practices as team time, and common grade level prep.

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

Teachers who participate on the Teacher Assistance Team will be granted 1 Merit Day per semester (2 per year.)

Current Plan/Prep/Conference practices are as follows:

HIGH SCHOOL
One class period a day

MIDDLE SCHOOL
At least a forty (45)-minute PPC per day.

ELEMENTARY
At least a forty (40)-minute PPC per day.

Every effort will be made to maintain enrichment at all levels.

H. Teachers who work outside the duty day will be compensated for the additional time at $35 per hour. This means scheduled IEP meetings, after school or summer work, in-service and so forth.
I. All teachers shall be entitled to a duty-free uninterrupted lunch period of no less than thirty (30) minutes.
J. In the event that changes in a teacher's schedule are proposed, all teachers affected shall be notified promptly and consulted.
K. Any assignments in addition to the normal teaching schedule during the regular school year, and extra duties enumerated in Schedules B-1 and summer school shall be with the consent of the teacher. Preference will be given to teachers regularly employed in the District for assignments in addition to the normal teaching schedule during the regular school year as spelled out in Schedules B-1 and for summer school.
L. All attempts will be made to ensure that class sizes for grades K-2 will not have more than twenty (20) students as possible, and all attempts will be made to ensure that class sizes for grades 3-4 will not have more than twenty-five (25) students per class. No academic class shall consist of over thirty (30) students. For each day the teacher's classes exceed thirty (30) they will be paid at the rate of two hundred fifty dollars ($250) per student per teaching period taught per semester in excess of thirty (30). Teachers scheduled for more than one class within the same period will be paid for student overages any time the combined number of students exceeds thirty (30). The teaching load shall be divided into the equivalent of a six (6) period day for the purpose of this article. It is understood that in the elementary, students are taught for five (5) of six (6) possible periods per day.
M. No teacher shall be disciplined for reasons that are arbitrary and capricious. This clause shall not be applicable to Schedule B and C items or the release of non-tenured teachers.
N. The Board shall maintain, in the central office and on the web site, a copy of written Board Policy updated as changed by the Board.

O. No teacher shall be required to perform related medical services (such as, but not limited to, changing diapers, tracheotomy and catheterization cleaning) for any students. Teachers may be asked to serve as a witness.
P. Teaching staff are only responsible to teach one class at a time, with the exception of specials teachers such as art, shop, etc. Teacher's may have E20/20 or virtual learning students in the back of the class. If a teacher offers to house a student in their room during their prep time, added compensation will be offered.
Q. An exit interview will be provided to all teaching staff leaving the district.

## ARTICLE 5
## SUBSTITUTE TEACHERS

Teachers will be provided web access log-in information to the automated substitute system they may use before 6:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

## ARTICLE 6
## NON-FULL TIME TEACHERS

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

## ARTICLE 7
## NON-GENERAL EDUCATION TEACHERS

A. Non-general education refers to positions such as, but not limited to, counselor, social worker, librarian, Title I reading specialist, and special education teachers.
B. It is understood that non-general education teachers are entitled to the same salary/fringe schedules and daily work day as are general education teachers, but that the daily schedule is unique and varies daily, and therefore must be set by the individual. It follows that the constraints of prep/plan/conference time general education teachers follow need not always apply to non-general education teachers.
C. Special Education: Directional Statement

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

Further, the parties recognize that whether any impaired student's participation in general education programming can be achieved satisfactorily will depend upon the multiplicity of factors including, most notably, proper planning and coordination of the student's general and special education programming, appropriate supportive assistance to general education personnel (e.g., training regarding the teaching/training of the impaired student in the general education classroom, access to consultative special education personnel and provisions for support personnel) and the reasonableness of the demands placed upon general education classroom personnel (and the impaired students in those general education classrooms). It is understood that general education curriculum may be modified with parent knowledge.

D. IEPC Participation

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

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

F. The Board agrees to observe the State and Federal Laws regarding allowable deviation for caseload and/or class size overloads. Special Education teachers that are over their caseload limits shall receive compensation retroactive to count day each semester.

This shall be based on per student overage, at the same rate that general education teachers receive compensation for class size overloads.

G. Special Education teachers have the same plan/prep/conference time as general education teachers in their buildings. In addition, they will receive five (5) days to be used as needed to complete paperwork required by the District and/or the State and Federal Government. If a special education teacher does not use the five (5) allotted days, he or she will receive $100 per unused day. In addition, an extra $100 will be earned if the special education teacher meets all IEP deadlines for the school year.

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

## ARTICLE 8
## TEACHER PROTECTION

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

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

## ARTICLE 9
## PROFESSIONAL BEHAVIOR

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

## ARTICLE 10
## STUDENT DISCIPLINE

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

## ARTICLE 11
## PROFESSIONAL GRIEVANCE PROCEDURE

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

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

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

## ARTICLE 12
## PERSONNEL FILE REVIEW

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

## ARTICLE 13
## VACANCIES, PROMOTIONS AND TRANSFERS

A. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program.
B. Teachers may apply for any vacancies and they may be evaluated along with other applicants. Teachers may be involved in an external candidate's interview process. Under no circumstance shall a member of the teaching staff play a role in determining a teacher's performance level in the teacher evaluation process.

## ARTICLE 14
## PAID LEAVES OF ABSENCE

A. At the beginning of each school year, each teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or disability of the teacher and/or immediate family. The unused portion shall accumulate from year to year up to a maximum of one hundred fifty (150) days.

   After accumulations of one hundred and fifty (150) days, the teacher will receive the normal allotted sick days for each subsequent year. At the conclusion of each year, the total number of days over 150 will be divided by 2. Fifty percent (50%) will be given to the sick bank and the other fifty percent (50%) will be paid out at Merit Day rate.

   Teachers using two (2) sick days or fewer in a given year will be given four hundred dollars ($400) at the end of the school year. If a teacher uses "no pay" days, these count as sick days in regard to the sick day bonus.

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

   The administration shall have three (3) days' notice except in case of emergencies and shall respond to a request within forty-eight (48) hours.
   Pregnancy and recovery there from shall be treated on the same terms and conditions as are applied to other temporary disabilities.

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

holidays. The third personal day, if used, will be docked from the teacher's sick leave account.

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

No teacher shall take personal business time during parent/teacher conferences.

Unused personal business days shall accumulate as sick leave. The third personal business day will not accumulate as sick leave. If the third personal business day is not used, the sick day will accumulate.

Please see Addendum A for clarification on allowable uses of personal, sick, merit and comp days.

The Board and the Manton Education Association agree that there are special situations that may occur during a professional teacher's contractual calendar (graduations, weddings, once-in-a-lifetime events) which require special consideration for leave. These events will be handled through the Special Leave Application and must be approved by the Special Leave Committee made up of administrators and members of the MEA executive committee. Applications need to be turned in no less than 30 school days prior to leave. All decisions made by the SLC are final.

C. Three (3) days, with an additional two (2) days if needed shall be provided for each death in the immediate family. Additional days may be granted and charged to sick leave if approved by the Superintendent. Immediate family shall be defined throughout this contract as spouse, siblings, children, grandchildren, parents, grandparents, parents-in-law and household dependents, and stepchildren.
D. The teacher may take one (1) day per death to attend the funeral of any person if approved by the Superintendent and charged to sick leave.
E. The teacher may take two (2) days for professional improvements paid for by the school District. These days must be submitted to the principal three days in advance. These shall be used for:
   1. Visitation to view other instructional techniques or programs.
   2. Conferences, workshops, or seminars conducted by colleges, universities, or professional teacher/athletic organizations.
   3. The teacher may be required to file a written or oral report within one (1) week of use of these days to building principal.
F. Leave with pay shall be granted for court appearances in any case connected with the Employee's work, and will not be deductible from sick leave, when the Union is not a part of the litigation. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall receive his/her regular school pay and turn over any compensation received for such duties to the school District.
G. It is understood that seniority and insurance benefits shall continue uninterrupted during any paid leave of absence. Teachers will only be compensated for days worked over the number of their contract days. Days worked on snow days, etc., will not be paid unless the employee exceeds the contract days. The exception is Camp Rotary, they receive two days off.

H. Sick Bank
   1. The Board of Education will cooperate in the operation of a Sick Leave Bank. All certified professional personnel of the bargaining unit may participate in the bank on a voluntary yearly basis. Exceptions to this Article will be individuals who are on a short or long-term disability.
   2. The primary purpose of the Sick Leave Bank is to protect an Employee's earning power during periods of protracted and unavoidable absence due to his/her incapacity to perform the responsibilities of his/her assignment.
   3. Each teacher will automatically participate in the Sick Leave Bank, unless he/she objects, at which time they may opt out of the program. Initial participation requires the donation of two (2) days.
   4. A member will donate one (1) day of his/her sick leave to the bank only when the tabulation drops below two hundred (200) days. When the bank falls below the two hundred (200) days, an additional day will be taken from all participating members at the start of the following year. Fifty percent (50%) of any sick time over one hundred fifty (150) days will be donated to the sick bank.
   5. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
   6. Members of the sick bank will need to use all available time, plus borrow five (5) days of the next year's sick time before they may draw from the sick bank. Days from the sick bank may not be used to repay borrowed days.
   7. Maximum withdrawal can be a combination of 100 days in a two (2) school year period. When and only when, the teacher is eligible for LTD, the total amount of days that may be withdrawn shall be no more than the number of days needed between the member's accumulated sick leave and the time period that is required
      before long term disability (LTD) takes effect.
   8. In order to be eligible to draw days from the sick bank, members will need a doctor's statement including the number of days requesting or expected day of return. This doctor's statement need not contain a diagnosis if members want to maintain privacy. Members may use the sick bank for an illness of self, immediate family (spouse and children) or parents.

I. Teachers who have pre-arranged business, funeral, or sick days will not be charged with days if school is not in session due to an act of God.

J. Failure to comply with this Article will result in forfeiture of pay for the day or days in question.

## ARTICLE 15
## UNPAID LEAVES OF ABSENCE

A. A leave of absence of up to two (2) years may be granted upon application to any teacher for the purpose of teaching in other school Districts, states, territories, or countries; or a travel or work program related to his/her professional responsibilities subject to Board approval.

B. A leave of absence of up to two (2) years may be granted upon application to any teacher for the purpose of engaging in study at an accredited college or university

subject to Board approval.

C. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

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

D. The sick and personal days in the contract are agreed upon by the union and the board. All efforts will be made by the employee to stay within their allowed days. Unpaid sick days are only to be used in extreme circumstances. It is forbidden to use these days without prior approval. When wanting to use unpaid days, both the union executive board and administration must approve the days. The individual wanting to use the days can first ask their immediate supervisor who will then speak to the superintendent and the union. Once approved, the individual can put the absence into Red Rover, or the absentee system used at that time. They may not put it into the system before approval. Failure to follow this process will result in discipline

E. The following procedure will be used for unpaid days.

1. Teacher will ask immediate supervisor for the day and must give reason for absence.

2. Principal will consult with the superintendent about the day.

3. Superintendent will meet with the Union executive counsel to discuss day.

4. Both Union and the administration must approve the day before the teacher puts the day into the absence system.

## ARTICLE 16
## PLACEMENT OF TEACHERS/LAYOFF AND RECALL/EVALUATIONS

Decisions about placement, layoff/recall, and evaluation of a "teacher" under Revised School Code Section 1249, or who is assigned to students in any grades K to 12 as a "teacher of record" ("classroom teacher") will be made as stated below. The parties agree that the procedures established in this Appendix constitute clear and transparent procedures as required under Revised School Code Section 1248.

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

1. ***Placement of Classroom Teachers.*** The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

    a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.

b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.

c. Classroom teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.

d. A "vacancy" shall be defined as an unassigned, open position or a newly created position which the district intends to fill. Vacancies shall be posted at least ten (10) business days prior to being filled.

e. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

    i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

    ii. Credentials needed for District, school, or program accreditation;

    iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;

    iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

    v. Disciplinary record, if any

    vi. Length of service in a grade level(s) or subject area(s);

    vii. Recency of relevant and comparable teaching assignments;

    viii. Previous effectiveness ratings;

    ix. Attendance and punctuality;

    x. Rapport with colleagues, parents, and students;

    xi. Ability to withstand the strain of teaching;

    xii. Compliance with state and federal law; or

    xiii. Other non-arbitrary or capricious reasons.

f. Length of service within the District may be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

g. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

h. A "transfer" shall be defined as either a voluntary or involuntary change in a classroom teacher's position to another classroom teacher position. A classroom teacher may, by April 1 of a school year request a transfer for the subsequent school year by submitting written notice to the Human Resources Director or designee.

i. The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for non-arbitrary or capricious reasons. Notice of an involuntary transfer of a classroom teacher shall be provided to the teacher and Association President with the reasons for the transfer.

j. The following teachers are not eligible for change of placement to a new position upon the teacher's request or to fill a vacancy, unless the Superintendent or designee determines that the change of placement is in the best interest of the District:

    i. teachers placed on an individualized development plan in the 24 months before the change of placement or voluntary transfer request;

    ii. teachers rated minimally effective, ineffective, developing, or needing support in their last three evaluations;

    iii. the teacher's credentials, including endorsement or teaching certificate, or training is needed to fill a position that the District cannot otherwise fill; or

    iv. the teacher has requested and received a change of placement or voluntary transfer in the previous five (5) school years.

b. ***Layoff/Recall of Classroom Teachers.***

a. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions to be reduced.

b. Reduction in force and recall decisions must be made based on classroom teacher effectiveness criteria established in Revised School Code Section 1249 and this Appendix.

c. Decisions about the reduction and recall of teachers will be guided by the following criteria:

    i. Retaining the most effective classroom teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary classroom teacher rated as "effective" (or highly effective) on the classroom teacher's most recent annual year-end performance evaluation is not

subject to displacement by a tenured classroom teacher solely because the other classroom teacher is tenured under the Teachers' Tenure Act.

ii. Classroom teachers must be properly certified, approved, or authorized for all aspects of their assignments. The classroom teacher's certification, authorization, or approval status will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and based on documentation on file with the Superintendent's office.

iii. A classroom teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.

iv. If a classroom teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

d. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

ii. Credentials needed for District, school, or program accreditation;

iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the classroom teacher's effectiveness in that assignment and is integrated into instruction;

iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

v. Disciplinary record, if any;

vi. Length of service in a grade level(s) or subject area(s);

vii. Recency of relevant and comparable teaching assignments;

viii. Previous effectiveness ratings;

ix. Attendance and punctuality;

x. Rapport with colleagues, parents, and students;

xi. Ability to withstand the strain of teaching;

xii. Compliance with state and federal law.

e. Classroom Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.

i. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.

ii. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.

iii. Failure to maintain current contact information may negatively impact the teacher's recall.

f. Length of service within the District will be used as a tiebreaker for layoff decisions if a classroom teacher layoff decision involves two or more equally qualified classroom teachers. Classroom teacher reductions and recalls are by formal Board action.

g. Before the Board authorizes a classroom teacher reduction, the Superintendent or designee will notify, in writing, the affected classroom teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.

h. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected classroom teacher and Association.

i. A classroom teacher's length of service with the District as a classroom teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.

j. Classroom teacher reduction in force decisions will be implemented by the following:

i. If 1 or more classroom teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those classroom teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a classroom teacher(s) for reduction in force will be based on the factors set forth in this Appendix.

ii. Classroom teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Appendix.

iii. When a classroom teaching position is identified for reduction and there exists a concurrently vacant classroom teaching position for which the classroom teacher in the position to be reduced is both certified and qualified, and the classroom teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that classroom teacher may be assigned to the vacant position consistent with this Appendix unless the Superintendent or designee determines (based on non-arbitrary or capricious

reasons) that the District's educational interests would not be furthered by that assignment.

iv. If more than 1 classroom teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant classroom teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix, unless the Superintendent determines (based on non-arbitrary or capricious reasons) that the District's educational interests would not be furthered by that assignment.

v. If the reduction or recall decision involves more than 1 classroom teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.

vi. At least 30 calendar days' notice of reduction in force will be provided to the classroom teacher and Association, absent extenuating circumstances.

k. Classroom Teacher Recall Process

i. A classroom teacher is eligible for recall under this Appendix for 18 months from the date the District implemented the reduction in force.

ii. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.

iii. Before or in lieu of initiating the recall of a laid-off classroom teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Appendix.

iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take the following action to fill a vacancy: Recall the laid-off classroom teacher who is certified and qualified for the vacancy, provided the classroom teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix.

v. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled classroom teachers and will establish the time within which a classroom teacher must accept recall to preserve the teacher's employment rights.

vi. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

c. ***Evaluation of Classroom Teachers.*** Classroom teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

a. a year-end evaluation process that meets statutory standards; The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their end of the year evaluation. If no notification is provided by that date, the teacher will not be evaluated that year, unless it is the 3rd year of the triannual evaluation and the law requires it.

b. an evaluation tool that incorporates components required by law, including:

i. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; Manton Consolidated Schools will use 50% NWEA and 50% Teacher created assessments in the classroom or 100% classroom assessments for classrooms not using NWEA.

ii. the teacher's performance.

c. an individualized development plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:

i. all probationary teachers;

ii. teachers rated developing, needs support; or

iii. at the administrator's discretion when performance deficiencies are noted. To the extent allowable by law, the District will notify a classroom teacher of complaints that might lead to discipline.

d. Classroom observations of at least 30 minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items; a non-tenured teacher or a teacher on an IDP will receive an evaluation for the entire length of the class period.

e. There shall be notice of each planned observation date given to the teacher at least (2) school days prior to the observation. Upon such notice the teacher will provide information relative to 1.b before the classroom observation occurs.

f. Feedback on both 1.d and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. This will be considered a teacher's mid-year evaluation. The post observation meeting shall be held no later than ten (10) school days after the observation occurred. By the time of the post-

observation meeting, the teacher will be provided written feedback on that observation on the post-observation feedback form.

1. If agreed upon by both the teacher and administrator the post observation meeting time may be extended or waived.

2. IDP's are mandatory for non-tenured teachers and may be required for tenured teachers as determined by the administration.

g. There shall be at least two (2) classroom observations of a teacher in each school year the teach is evaluated that are conducted at least thirty (30) days apart. The first observation shall occur no later than December 15 of each school year. The second observation will try to be completed no later than April 30th. Neither observation shall be conducted in the week preceding winter or spring break.

h. There shall be no unscheduled formal observations. Walk-throughs are ok to be conducted.

i. a mid-year progress report, if required by law, which aligns with the classroom teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator; and year evaluations must be completed by March 1 of each school year for classroom teachers employed since the beginning of the school year.

j. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;

k. tenured classroom teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the classroom teacher is not rated as effective on one of the triennial year-end evaluations, the classroom teacher must receive year-end evaluations. If a classroom teacher on the triennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations; year-end evaluations for classroom teachers shall be completed at least five (5) business days before the end of the school year.

l. a mentor for classroom teachers rated developing or needing support or for classroom teachers as required by law;

m. opportunity for a tenured classroom teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;

n. Use of the Marzano Focused Teacher evaluation tool, which has been approved by MDE and is in compliance with Revised School Code Section 1249 and corresponding regulations;

o. website posting of required information for the Marzano Focused Teacher evaluation tool;

p. training on the Marzano Focused Teacher evaluation tool for teachers and evaluators as required by law.

q. If a tenured classroom teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the classroom teacher shall be discharged consistent with due process. The District is not precluded from discharging a classroom teacher at other times as provided by the Teachers' Tenure Act.

r. If a classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

s. The parties will by September 1, 2024 negotiate and reach consensus concerning how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. If a consensus is not reached by September 1, 2024, the District will use the assessment data currently utilized.

t. A probationary classroom teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating.

A. Seniority

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

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

      ii. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate certification, endorsement(s), and

meet State and Federal requirements.

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

d. ***Grievance Procedure.*** An alleged violation of this Section is not subject to arbitration in the grievance process; except, probationary teachers cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating per paragraph 3(p) above. An Arbitrator, however, has jurisdiction to consider a grievance filed under the Article 11 grievance process by a tenured teacher with two (2) consecutive ratings of "Needing Support."

## ARTICLE 17
## CONTINUITY OF OPERATIONS

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

## ARTICLE 18
## NEGOTIATION PROCEDURES

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

## ARTICLE 19
## SEPARABILITY

A. If any provision of this Agreement or any application of this Agreement, to any bargaining unit member or Employee or group of Bargaining Unit Members or Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other

provisions or applications shall be continued in full force and effect.

B. It is further agreed that if legislation requires changes in the current contract that the Board and association will meet and discuss those provisions that are determined to be legal.

## ARTICLE 20
## SCHOOL REFORM PLANS

A. The parties of the Agreement are aware that legislation and State Department rules make it advisable to adopt a "school improvement plan", and/or a "site-based decision making plan" or other such similar plans.
B. A plan which is in conflict with the Master Agreement or Board policy (ies) shall not be adopted or sent to either party for the purpose of ratification.
C. The Board and the Association recognize that Employees at individual schools are given increased responsibility pursuant to planning and problem solving which focus on improving quality and delivery of educational services.
D. A School Improvement decision-making committee of approved volunteers will be established for the purpose of school improvement planning. (School Improvement is defined as the pursuit of established goals to improve student achievement.) School Improvement members will be approved by the building principal, and will be granted 1 Merit Day per year for their service on this committee.

## ARTICLE 21
## PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
B. ***Revenue Sharing Agreement **For the term of this contract, revenue sharing is not included, and we will revisit it during the next contract**.

   The employer agrees to pay the employee an off schedule incentive bonus based on the following revenue increase scale:

   - $0-$49,999 = No bonus
   - $50,000-74,999 = $250
   - $75,000 - 99,000 = $350
   - $100,000-149,999 = $500
   - $150,000+ = $700

   1. The net revenues of the district for the purpose of this agreement is the net revenues generated by the district after increased contribution to pension funds, and deduction of hard cap health care increases. The determination of net revenue by the district shall be reached through mutual discussion of the Board or its designee and the Manton Education Association executive committee using the agreed upon formula. Discussions will start within 15 school days from receiving the audited fall pupil count.
   2. The employer shall pay the employee the applicable incentive bonus no later than

the pay period directly prior to Christmas break.

3. The payment of incentive bonus will start with the district's year-end 2016 and continue each fiscal year thereafter during the term of this agreement.
4. The employee becomes eligible to receive the incentive bonus only if the employee attends work or remains in the payroll of the district for at least 30 days in the applicable fiscal year. The district shall deem the employees authorized leave of absence, weekly days off, and approved district holidays as working days for computing incentive pay.
5. If the employee leaves the employ of the district at any time during the fiscal year through resignation, leave of absence, or termination the incentive bonus will be prorated.
6. In the event of a revenue loss greater than $50,000 from the previous year's revenue amount, there will be no incentive bonus for staff that year. In addition, there will be no incentive bonus the following year in order for the district to maintain fiscal stability. However, teachers on Longevity Tiers will receive the incentive bonus in year 2 if there is an increase in revenue as formulated in this agreement.
7. The Board and the MEA agree to have a discussion regarding the possibility of an incentive bonus in year 2 for all employees if the revenue increase is sufficient to maintain fiscal stability of the school.

C. Teachers coming to the Manton Consolidated Schools with previous teaching experience, at either a public or private school may be given those years of experience by the Board. Those years may be unlimited. Placement on the salary schedule does not allow individuals to "move up" the seniority list.

D. Teachers who teach during their preparation/consultation period or the major portion thereof will be paid at the rate of fifteen dollars ($15) per sixty (60) minutes or comp time. IEP's, parent meetings, and TAT meetings are part of the professional teacher's responsibility to his/her students.

E. Teachers shall have the option of receiving their salaries in any one of the following three ways:
   1. Every other Friday for a total of twenty-six (26) pays.
   2. Every other Friday for a total of twenty-two (22) pays.
   3. A teacher may request in writing by April 30 to the superintendent that he/she receives all of his/her remaining salary by the last pay in June following the final State Aid payment provided the teacher's obligations to the District have been completed.

F. Merit Pay will be awarded based on Board Policy.

G. <u>Pay Beyond Master's Degree</u>
   Five hundred dollars ($500) for each fifteen (15) semester hours of graduate credit after earning a Master's Degree, or undergraduate credit if approved by the Board.

H. <u>Graduate Credit Reimbursement</u>
   Graduate credit will be reimbursed at one-half (50%) for classes pre-approved by the superintendent at a state college or university above the first eighteen (18) earned beyond the BA/BS degree, when proof of passing is provided to the board. The District will pay up to fifty percent (50%) of twelve (12) credit hours per year.

   For private or out of state college or university reimbursement, an average of per

credit hour of tuition from five state universities will be calculated. The five (5) universities are Central Michigan, Saginaw Valley State, Grand Valley State, Western Michigan, and Michigan State.

Teachers receiving tuition reimbursement agree to continuing service to the District for period of two years following the last disbursement. Leaving the district within that period of time will result in the employee reimbursing the tuition amount to the District.

I. Mentor Teachers

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

J. Mileage for Multiple Teaching Locations per Day

Teachers will be responsible for travel to their teaching location and return trip home. However, if a teacher has multiple teaching locations in one day, the school district will pay the Standard Rate of Mileage between the first and second teaching location, and so on if more than two teaching locations per day are scheduled, until the last

teaching location of the day is reached.

If a non full-time teacher is required to travel between teaching locations in one day, the school district will include travel time as part of the teacher's FTE.

If a teacher is required to attend school business at a location in addition to their normally scheduled teaching site, the school district will pay Standard Rate of Mileage between the two locations.

K. Testing Coordinator

The testing coordinator in the high school will order all testing materials, attend trainings, organize and ship materials, organize and conduct state testing, and keep any records needed to be kept, including records of staff training if necessary. This position will be discussed if state testing is changed to NWEA assessments. This individual will have the week of SAT testing to conduct testing and other responsibilities required to administer the test. They will also have any other days that state tests are conducted to meet their responsibilities. The person will prepare for a substitute teacher on days they are out of their classroom. The amount paid will be $1,000. This job may be added to a position without additional pay if agreed upon by the union and administration.

L. Student Recognition

Each building, high school, middle school, and elementary shall have $250 for each grade level to use for Student Recognition.

## ARTICLE 22
## SEVERANCE

The Board will continue to pay towards Teachers Retirement.

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

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

Further conditions of this agreement:

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

The 403(b) policy [and the 403(b) plan document, if any] of this school District shall

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

B. A retiring teacher will inform the Superintendent's office in writing of the impending retirement, on or before May 1 of the year of retirement and the Board will pay 75% of a regular sub rate for each day of unused sick leave accumulation to a maximum of one hundred fifty (150) days.

## ARTICLE 23
## FRINGE BENEFITS

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

   Plan A is negotiated with the Union every year with the following as a guide line:

| | |
|---|---|
| Health | Priority Health HSA (Set Seg) with a $1,300 deductible for single person, $2600 for 2 person, $2,600 for family. |
| Dental | 80/80/80/80: $2500 |
| LTD | 70 %<br>90 calendar day modified fill<br>$5000 maximum<br>Mental/nervous same as other illness |
| Negotiated Life | $50,000 AD&D |
| Vision | equal to VSP-2 Silver |
| Preventive Care Rider | |
| Hearing Care Rider | |

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

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

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

and Administration will research alternative insurance carriers.

E. Long Term Disability - If an employee receives reimbursement from long term disability for days already paid by the district and union by use of sick bank days, it is the employee's responsibility to refund to the district the amount they were paid per day by long term disability in the amount of days used by said employee. Once the district receives the reimbursement, the district will put back that number of days into the sick bank. The amount reimbursed by the employee does not have to equal the amount of pay they received from the school to equal one full day. The amount reimbursed per day of long term disability equals one full day of sick bank.

## ARTICLE 24
## SCHOOL CALENDAR

A. For the term of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. The school calendar shall provide for not fewer than one hundred eighty 180 student days each year and one hundred eighty-five (185) staff days.
B. Parent-teacher conferences will be scheduled, once each semester. The dates will be established by mutual agreement of the Board and the Association.

## ARTICLE 25
## HIGH SCHOOL COUNSELORS, BEHAVIORAL SPECIALISTS AND SOCIAL WORKERS

A. All sections of this agreement shall apply to high school counselors, behavioral specialists and social workers except those as modified or excluded by language in this section of the contract.
B. Behavioral specialists and social workers are not subject to the Teachers' Tenure Act and will not be issued a tenure contract. Behavioral specialists and social workers will be provided a payroll information sheet on an annual basis. High school counselors are subject to the Teachers' Tenure Act and will be issued a tenure contract.
C. While the right of specific assignments of behavioral specialists and social workers is vested in the Board of Education or its designated representative, behavioral specialists and social workers are not required to hold a valid provisional, permanent, or continuing teaching certificate as recognized by the Department of Education of the State of Michigan. High school counselors are required to hold a valid provisional, permanent, or continuing teaching certificate as recognized by the Department of Education of the State of Michigan.
D. The right of determination of behavioral specialists and social workers transfer and assignment is vested in the Board of Education or its designated representative. Behavioral specialists and social workers may make recommendations regarding their individual teaching schedules and specific building assignments annually. Such recommendations are to be made in writing and forwarded to the Human Resources Office no later than June 1 of each year. Written recommendations will be shared with and reviewed by appropriate department chairpersons and administrators prior to finalizing assignments.

E. Behavioral specialists and social workers shall constitute a separate classification and shall be laid off/recalled by seniority based on behavioral specialists and social workers classification not certificated teacher classification. Seniority, as applied to behavioral specialists and social workers, shall be defined as permanent employment in the school district as a bargaining unit member as behavioral specialists or social workers. In the event more than one behavioral specialist and social worker has the same effective date of hire, the Employer shall select the behavioral specialist(s) and social worker(s) to be laid off or retained based on, by way of illustration and not limitation, professional qualifications, training, background, prior experience in the field of behavioral specialists and social workers, school program needs, and other relevant factors.

F. The primary purpose of evaluating high school counselors, behavioral specialists and social workers is to improve services provided to school district students and staff. The evaluation will be based on the following components:

    1 The assessment of performance as a high school counselor, behavioral specialist or social worker.
    2 The assessment of progress toward predetermined goals.
    3 Self-assessment through feedback information.

16. Discipline of Non-Teaching Professional Staff Members shall apply to behavioral specialists and social workers except as modified in this subsection.
    1. The probationary period for behavioral specialists and social workers shall be four years.
    2. It is recognized that behavioral specialists and social workers may not process a claim or dispute with the State Tenure Commission.
    3. Behavioral specialists and social workers dismissal procedures are not subject to the provisions of the Michigan Teacher Tenure Act.
    4. Discipline of behavioral specialists and social workers shall be for just cause.

A. Contract language in Article IV (Teaching Conditions) shall not apply to behavioral specialists and social workers. While the behavioral specialists' and social workers' regular workday shall not exceed seven and three-fourths (7 ¾) hours, the specific reporting times and dismissal times shall be as established by the Employer after consultation with behavioral specialists and social workers and may or may not be identical to those hours as stipulated in Article IV for secondary and/or elementary teachers.

B. In that behavioral specialists and social workers are not assigned regular classroom duties, Article IV (Teaching Conditions) shall not apply.

C. Article IV (Teaching Conditions) shall not apply to behavioral specialists and social workers except that school behavioral specialists and social workers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes.

D. High school counselors, behavioral specialists and social workers shall be paid according to the teacher salary schedule Schedule A (Salary Schedules).

E. High school counselors, behavioral specialists and social workers shall be evaluated annually. The immediate supervisor or a designated administrator shall have the final responsibility for evaluating the non-teaching professional staff members directly responsible to him/her. The immediate supervisor shall be the administrator

designated by the Superintendent or designee. The Board and the Manton Education Association maintain possession of the evaluation tool for high school counselors, behavioral specialists, and social

## 2026-2027 TIERED SALARY SCHEDULE A

| Years of Service | BA | MA | MA +30 |
|---|---|---|---|
| 1 | 44,867 | 45,993 | 47,117 |
| 2-4 | 45,993 | 49,368 | 50,493 |
| 5-7 | 51,718 | 57,613 | 58,791 |
| 8 | 54,665 | 60,560 | 61,739 |
| 9-11 | 57,613 | 63,507 | 64,685 |
| 12-14 | 63,507 | 69,400 | 70,579 |
| 15 | 66,454 | 71,168 | 72,348 |
| 16-18 | 69,400 | 72,936 | 74,116 |
| 19 | 73,277 | 77,178 | 78,292 |
| *J | 77,777 | 81,678 | 82,792 |

**Longevity:**

Years of Service at MCS 16-20: 2% bonus off of Base Salary
Years of Service at MCS 21-25: 2.5% bonus off of Base Salary
Years of Service at MCS 26 +: 3% bonus off of Base Salary
This Longevity will be paid as a lump sum at the end of the school year

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

**An employee must choose either Longevity or J-Step, they cannot receive both.

Merit Pay will be given based on Board policy.

## 2027-2028 TIERED SALARY SCHEDULE A

| Years of Service | BA | MA | MA +30 |
|---|---|---|---|
| 1 | 45,764 | 46,912 | 48,060 |
| 2-4 | 46,912 | 50,355 | 51,503 |
| 5-7 | 52,753 | 58,765 | 59,967 |
| 8 | 55,758 | 61,771 | 62,974 |
| 9-11 | 58,765 | 64,777 | 65,979 |
| 12-14 | 64,777 | 70,788 | 71,990 |
| 15 | 67,783 | 72,592 | 73,795 |
| 16-18 | 70,788 | 74,395 | 75,598 |
| 19 | 74,743 | 78,721 | 79,858 |
| *J | 79,243 | 83,221 | 84,358 |

**Longevity:**

Years of Service at MCS 16-20: 2% bonus off of Base Salary
Years of Service at MCS 21-25: 2.5% bonus off of Base Salary
Years of Service at MCS 26 +: 3% bonus off of Base Salary
This Longevity will be paid as a lump sum at the end of the school year

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

**An employee must choose either Longevity or J-Step, they cannot receive both.

Merit Pay will be given based on Board

## 2028-2029 TIERED SALARY SCHEDULE A

| Years of Service | BA | MA | MA +30 |
|---|---|---|---|
| 1 | 46,679 | 47,851 | 49,021 |
| 2-4 | 47,851 | 51,362 | 52,533 |
| 5-7 | 53,808 | 59,941 | 61,167 |
| 8 | 56,873 | 63,006 | 64,233 |
| 9-11 | 59,941 | 66,072 | 67,298 |
| 12-14 | 66,072 | 72,204 | 73,430 |
| 15 | 69,138 | 74,044 | 75,271 |
| 16-18 | 72,204 | 75,883 | 77,110 |
| 19 | 76,238 | 80,296 | 81,455 |
| *J | 80,738 | 84,796 | 85,955 |

**Longevity:**

Years of Service at MCS 16-20: 2% bonus off of Base Salary
Years of Service at MCS 21-25: 2.5% bonus off of Base Salary
Years of Service at MCS 26 +: 3% bonus off of Base Salary
This Longevity will be paid as a lump sum at the end of the school year

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

**An employee must choose either Longevity or J-Step, they cannot receive both.

Merit Pay will be given based on Board

## SCHEDULE B

All Schedule "B" positions are paid per year. Schedule B & C pay scale will be based off of the current year BA pay scale according to years of experience in this activity. This will be capped at year twelve (12).

| | |
|---|---|
| *Department Heads | 4% |
| Vocational Home Economics | 3% |
| OM Coaches | 2% |
| Debate | 3% |
| Forensics | 3% |
| Color Guard | 3% |
| Robotics: | |
| Elementary Coach | 3% |
| Middle School Coach | 3% |
| High School Coach | 3% |
| Advisors: | |
| Junior - Senior Drama/Play | $1,000 |
| Senior Class | 3% |
| Junior Class | 4% |
| Sophomore Class | 2% |
| Freshman Class | 1% |
| Student Council Advisors | |
| Middle School | 3% |
| High School | 3% |
| Spanish Club | 1.5% |
| Varsity Club | 1% |
| Choir Director | 3% |
| Outdoor Education Director | 6% |
| Middle School Trip Coordinator | 3% |
| Any Board approved club shall be based upon job description. | |
| Art Club | 1% |
| Ski Club | 1% |
| Safety Patrol | 1% |
| Honor Society | 2% |
| Elementary Music Program | $100 per afterschool concert per grade level, up to $500 a year |
| Kindergarten testing | per diem teacher pay rate |
| Counselor up to twenty (20) days work | At reg. school-year rate of pay |
| Band Director | 9% |
| Pep Band | $25 per session |
| Year Book/Publication Book Advisor | 4% |
| Special Education Coordinator | 4% |
| Social Media Coordinator | $1000 per building |

The administration may not involuntarily transfer a currently unassigned teacher into the extra duty portion of the above positions. For the purpose of reporting Employee wages to the State retirement system, it may be necessary for Schedule B and C percentages, to be computed at an hourly rate, to be rounded up to the nearest dollar.

## SCHEDULE C
## Athletics

The percentages below refer to that percent of coaching step. Schedule B & C pay scale will be based off of the current year BA pay scale according to years of experience in this activity. This will be capped at year twelve (12).

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

| | | |
|---|---|---|
| Head Cross Country | | 10% |
| Jr. High Cross Country | | 4% |
| Volleyball | | |
| Head | | 10% |
| J.V. | | 7% |
| 9th Grade | | 4% |
| 8th Grade | | 4% |
| 7th Grade | | 4% |
| Cheerleader Advisor | | |
| J.V. and Varsity | (Football) | 6% |
| J.V. and Varsity | (Basketball) | 6% |
| Freshman | | 1% |
| Middle School | | 2% |
| Certified Athletic Trainer | | $25/Hour |

## **SCHEDULE D**

PROFESSIONAL GRIEVANCE REPORT

School District:

Grievance Number:

School:

Date of Violation:

Date of Grievance:

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

STATEMENT OF GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

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

Principal's Disposition:

Date

Signature of Principal

Association's Disposition:
Satisfactory
Unsatisfactory

Date

Superintendent's Disposition:
Date
Signature of Superintendent

Association's Disposition:
Satisfactory
Unsatisfactory

Date

## ADDENDUM A

### Clarification for allowable use of Personal, Sick, Merit and Comp Days

| Reason For Leave | # of Days/Carryover | Intended Use | Approval Required |
|---|---|---|---|
| Sick Leave | -10 Days/Year<br>-Carryover from year to year to a max of 140<br><br>-Teachers who use less than 2 sick days receive $400 at the end of the year or 2 Merit Days (Additional Compensation) | -Absences caused by illness or disability of employee or immediate family member<br><br>-Not used to extend vacations, Christmas Vacation or Spring Break | -No |
| Personal Days | -3 Days per year<br>-3rd day docks a sick day from sick leave balance | -Transact urgent personal business not possible during normal business<br><br>-**CANNOT** extend vacations, Christmas Vacation or Spring Break | Yes- 3 days notice required except in emergency situations<br><br>If you haven't heard in two days, ask your administrator |
| Comp Day 25 (Comp 25) | -Comp 25 days are earned in lieu of pay for working outside of duty day (this includes Camp Rotary)<br><br>-Teacher may carry a balance of 5 days from year-to-year. Days earned in addition to 5 will be paid out at the end of each school year at a rate of $25/hour | Teacher can use comp days at his or her discretion but are not intended to extend vacations, Christmas Vacation or Spring Break | -No except for when used as part of special leave |
| Comp Day 15 (Comp 15) | -Comp 15 days are earned in lieu of pay for working inside of duty day<br><br>-Comp 14 days will be paid out at the end of each school year at a rate of $14/hour | Teacher can use comp days at his or her discretion but are not intended to extend vacations, Christmas Vacation or Spring Break | |
| Merit (Additional Compensation Days) | - Max 2 earned based on previous year sick leave<br>- No carryover paid out at the end of the year ($100/Day) | -Can extend vacations (max 7 per Christmas Vacation or Spring Break) | Yes- 3 days' notice required except in emergency situations |

| | | | |
|---|---|---|---|
| | *TAT and SIP Merit days are used in the following year or they are paid out at the $100/Day | - | If you haven't heard in two days, ask your administrator |

**Leaves or Breaks:**
If more than 7 people apply for leave on breaks, the following criteria will apply to decide who gets granted the days:

1. Staff using Merit Days will be considered first
2. A max of three people in a building.
3. If four or more apply in a building, the person or people who most recently used any type of day to extend any break or holiday will be excluded.
4. If more than one building has three people asking for the same leave, then the building granted the three people will be the building that has used the least amount of leave going into breaks as determined by the central office.
5. A lottery system may be required to determine individuals in a building to use days if those individuals have not extended a break or holiday in the past 2 years.
6. Any additional questions or clarity on issues will be worked on by both the union and administration to determine a consensus outcome. If no consensus can be reached, the outcome will be determined by the ability to cover rooms with substitutes.

## ARTICLE 26
## DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2026, and shall continue in effect through the 30th of June, 2029. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. It is understood that various language articles will be reopened as mutually agreed upon by both sides. In the event of an upward economic turn in the State of Michigan, this contract will be opened for the purpose of negotiating a multi-year financial package.

In accordance with the Public Employment Relations Act (PERA) an emergency manager appointed under local government and school district fiscal accountability act shall be allowed to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the Union does not agree or acknowledge that this provision is binding either on the Union or on the Employer. The Union reserves all rights to assert that this clause is unenforceable.

EDUCATION ASSOCIATION

President Signature:

Vice President Signature:

Date:

BOARD OF EDUCATION

President Signature:

Superintendent Signature:

Date: