

MASTER AGREEMENT

between the

PICKFORD PUBLIC SCHOOLS

and the

PICKFORD EDUCATION ASSOCIATION

September 1, 2012- August 31, 2013

AGREEMENT

This Master Contract entered into this September 1, 2012 by and between the Pickford Education Association, hereinafter called the "Association" and the Board of Education of the Pickford Public Schools, hereinafter called the "Board."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Pickford is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with respect of hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all teaching personnel whether under contract, either verbal or written, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the Board. Such representation shall exclude Superintendent and principals, and any other person engaged at least 50% of the time in the direct administration and supervision of professional personnel.

ARTICLE II - TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all certified personnel, as defined in Article I, of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concrete activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reasons of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, of his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under Federal or Michigan laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.
- C. The Association and its members shall have the right to use school facilities at all reasonable hours for meetings with the consent of the Board, or its representative. Such meetings are not to interfere with other regularly scheduled activities. No meetings will be held on holidays or Sundays unless Board permission is obtained.
- D. Duly authorized representatives of the Association 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.
- E. The Association shall have the right to use typewriters, mimeographing machines, other duplicating equipment, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use at school. Available supplies may be purchased by the Association at cost. No equipment shall be removed from the site without prior permission of the Board or its designee.

The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the lounge of each school building. The Association may use teacher mail boxes for communications to teachers. It shall be clearly understood that none of the above facilities shall be used for posting or transmitting materials of a political nature, supporting a political party or candidate, or a political issue. No teacher shall be prevented from wearing insignias, pins or other identification of membership in the Association either on or off school premises.

F. INTERNET ACCEPTABLE USE

To provide an intellectual atmosphere that includes access to the Internet, the board and Association believe that all teachers should have the opportunity to develop skills in using computer technology. Having access to the Internet will allow the teacher to access and use the Internet to transmit material, which is consistent with the educational goals of the school district, as well as allow the teacher to access and transmit appropriate material, to be used in the educational environment.

Whereas, the parties do recognize the educational value of internet access at school using district equipment they hereby agree to the following:

1. The parties seek to educate young people in the use of the internet as an assistive device to support student learning and achievement.
2. The parties recognize that in order to support student learning and achievement the teacher must use the Internet access in a responsible manner.
3. Parties recognize teachers must monitor student computer, network, and internet use and exercise reasonable supervision of such in the classroom. The parties agree that the classroom teacher(s) are released from any liability based upon information retrieved from the internet by the student, except in case of negligence.
4. The parties agree that the use of the District's electronic resources are for the purpose of (in order of priority): (a) Support of the academic program; (b) Telecommunications; (c) General Information; (d) Recreational.
5. The parties agree that the district will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable use practice of the school.
6. The District reserves all rights to any material stored in any file contained in school equipment and will remove any material, which the District believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. Staff members will not use his/her District-approved computer to obtain, view, download, or otherwise gain access to such material.
7. The parties agree, that if it is determined that a staff member has not followed the stipulations of the acceptable use policy, the staff member may be subject to discipline or sanction which could include loss of school computer, network, or internet privileges consistent with the acceptable use policies of the district.

- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available compiled information concerning the financial resources of the district, tentative budgetary requirements, and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

- H. The Board agrees to post notice of the prospective agenda and attachments for all special and regularly scheduled meetings, and will place two (2) copies of the agenda in the Association president's school mailbox.

- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

- J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in the Association or with the activities of any employee organization.

- K. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment. Therefore, teachers alone cannot be held accountable for the academic achievement of the pupil in the classroom.

ARTICLE III - BOARD RIGHTS

- A. The Board, 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 exclusive management and administrative control of the school system and its properties and facilities and 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, of their dismissal or demotions; and to promote, and transfer all such employees;
 3. To establish grades and courses of instruction, 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 decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, and 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.

ARTICLE IV - ASSOCIATION DUES/PAYROLL DEDUCTIONS

- A. Members may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the NEA and MEA). Such authorization shall continue in effect unless, subsequent to August 1 and prior to August 31 of any year, such authorization is formally revoked by the member in writing and copies thereof are delivered to the Association and to the Board.
- B. The deduction of membership dues shall be made from the first regular pay check and each succeeding pay check beginning in September and ending in May of each year. The Board agrees promptly to remit to the respective Associations all monies so deducted, accompanied by a list of members from whom the deductions have been made.
- C. Potential members who for any reason prefer not to become members of the Association shall authorize a deduction equal to the combined national, state, and local dues in amounts of one-ninth (1/9) for the nine (9) months, beginning in September and ending in May of each year. Such monies will be set aside in a scholarship fund, and granted after proper screening to deserving Pickford High School graduating senior(s).
- D. The Board agrees that it shall be a condition of employment that all potential members become and remain members of the Association or pay a representation fee stated above. The potential member has thirty (30) work days in which to execute an authorization for payroll deduction of the Association dues or representation fee.

- E. If the authorization is not signed by the potential member at the close of the thirty (30) work day period, the Board agrees that the services of said potential member shall be terminated at the end of the school year, provided that the Association submits a written request for said termination to the Board. The potential member shall be notified of the termination of services immediately after the receipt of the Association's request.
- F. If, at the end of the school year, the potential member or members receiving the termination notice shall then be engaged in pursuing any legal remedies to contest the discharge, either before the Michigan Tenure Commission or a Court of competent jurisdiction, such potential member's services shall not be terminated until such time as a final decision has been rendered as to the validity of said discharge, or such potential member ceases to pursue legal remedies
- G. In the event that the Board, acting on the request of the Association, discharges or attempts to discharge a potential member for failure to comply with these provisions, the Association agrees to indemnify and hold the Board harmless from any and all claims, damages, demands, costs, suits judgments or any other liability which may result from such action. If it is necessary for the Board to defend its position and to engage legal counsel and to incur other expenses in so doing, the Association agrees to pay any and all expenses so incurred by the Board.

ARTICLE V - TEACHING HOURS

- A. The teacher's normal teaching hours in the elementary and secondary schools shall be as follows:
 - 1. Teachers shall be at school by 8:10 a.m. each day and may leave at 3:15 p.m. To leave earlier a teacher will secure permission from the principal.
 - 2. In order to insure maximum teaching performance, each teacher shall have a minimum of 210 minutes per week for preparation
 - 3. All teachers shall be assigned a continuous duty-free lunch period at least thirty (30) minutes in length
- B. Should a closing because of conditions not within the control of school authorities require the scheduling of additional days: such additional days will be rescheduled as follows: (1) At the scheduled Spring Break, in part or in whole (2) at the end of the school year, if total days cannot be scheduled during Spring Break.
- C. In accordance with Public Act 239 of 1984, where days of instruction are not held because of conditions not within the control of school authorities, those days shall be made up to insure the state mandated minimum number of days of student instruction. It is understood that such days shall be considered part of the regular school year and no

employee shall receive additional compensation for those days except as follows: Five days will be made up with no extra compensation. Additional days will be made up and paid at contractual rate.

ARTICLE VI - TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the junior and senior high schools will be thirty (30) teaching periods and five (5) unassigned preparation periods. Without his/her consent, no teacher shall be assigned to more than thirty (30) hours of pupil contacts per week. Assignment to a supervised study period shall be considered a contact period for purposes of this Article, but is not to be considered a teacher preparation.

The normal teaching load in the elementary schools shall not exceed thirty (30) hours of pupil contact per week.

If a teacher **is assigned** six (6) preparation periods, the teacher will be compensated with a \$1000 stipend.

- B. The Administration reserves the right to schedule special faculty meetings beyond those scheduled in the calendar. As much prior notification as possible will be given the teachers. If a teacher already has a prior commitment, he shall notify the Administration. In no case shall the number of special meetings exceed two (2) per month.
- C. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
- D. Parental requests for meetings with individual teachers may be honored and the meeting held during the teacher's conference preparation period where this is possible.
- E. All teachers shall be informed of their tentative teaching assignments for the forthcoming year not later than July 31. If a change in assignment arises due to an emergency after July 31, every effort shall be made by the Board to notify teachers of the changes.
- F. Any extra duty assignments not contained in Schedule B, and not including internal substituting, which are made available to EA bargaining unit members will be offered to interested EA staff members on a rotating basis.
1. Members who wish to work extra duty assignments will submit their names to the superintendent or designee by 4:00 p.m. on the first report to work day of the first semester and the last report to work day of the first semester.

2. Participation in any said extra duty assignments will be voluntary and on a semester basis.
3. Members who sign up for extra duty assignments will be numbered according to seniority.
4. Extra duty assignments will be offered to those members who signed up for extra duty assignments on a seniority rotational basis beginning with the member with the most seniority. Failure to accept an assignment on rotation will count as the same as accepting the assignment and will then allow the next senior person to accept the assignment. There will be no differentiation based on number of hours or grade level of students. An opportunity is not transferable to another bargaining unit member.
5. Upon creation of the rotational list, the EA President will review it for completeness and accuracy within 5 days of its completion and provide a signed copy to the main office attesting accuracy.

G. No departure from these norms, except in case of emergency, shall be made without mutual consent between the Board and the Association.

ARTICLE VII - CLASS SIZE AND TEACHING CONDITIONS

- A. It is acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.
- B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible to meet the following goals:

It is mutually agreed that for effective teaching, class sizes should be kept small. Therefore, it is recommended twenty-five (25) elementary and thirty (30) in high school. A split/reduction shall occur at thirty-two (32) students **in elementary K-5 classrooms**. If a split is considered, it shall be an even split, 16 and 16, or as near as possible.

If a reduction takes effect, the class under action as stated, shall be reduced to a maximum of 28 students.

The reduction of another class may also be considered for a combination level classroom. No greater than 25 students shall be assigned to a combination level classroom.

In the Middle School and High School (grades 6-12) classrooms where students change classes each period, the teaching load shall be:

GENERAL CLASSROOM: 180 students per day. An overload of two (2) students above the recommended thirty (30) students is agreed to.

The additional overload of two (2) students will only be acceptable in three (3) of six (6) classes daily. In no instance will the 180 student contact limit be exceeded per day.

MUSIC: 200 students daily; class size to be determined by the activity.

PHYSICAL EDUCATION: 38 students per class period.

The above stated class size limits must be achieved no later than four (4) weeks after the opening of school, and the start of the second semester. Administration will attempt to correct overloads before that time, in order to prevent disruption in the educational process for students.

- C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board shall take under advisement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained when finances permit.
- D. The Board shall make available in each school, a restroom, and lavatory facilities for teacher use and at least one room which shall be reserved for use as a faculty lounge.
- E. Telephone facilities shall be made available to teachers for their reasonable use. Personal toll calls shall be made at the teacher's own expense.
- F. Parking facilities shall be provided for teacher use.
- G. Teachers are expected to be at their duty stations on time and prepared to fulfill their contractual responsibilities.

ARTICLE VIII - VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any vacancy in any certificated teaching position or in any extra-curricular position in the district shall occur, the Board shall publicize the same by providing appropriate posting in every school building. No such vacancy shall be filled, except in the case of an emergency on a temporary basis, until such vacancy has been posted for at least ten (10) calendar days.

- B. Any teacher may apply For a vacancy in the bargaining unit. The Board agrees to consider each applicant's teaching qualifications for any such vacancy. The Board supports a policy of filling bargaining unit vacancies from within its existent staff, however, the filling of any vacancy is solely the responsibility of the Board.

- C. Any teacher desiring a transfer must place the request and the reason(s) for the request in writing to the Superintendent. Such requests shall be valid for one (1) school year. The Board is not obligated to create a new position to satisfy a request for transfer.

- D. Any teacher who is transferred to a full-time or part-time supervisory position and who shall later return to teacher status, shall be entitled to retain such rights as he/she may have had under this Agreement prior to the transfer. A person in a full-time supervisory position shall not accrue seniority in teaching. A person in a part-time teaching position shall accrue seniority in teaching commensurate to actual teaching hours.

ARTICLE IX - REDUCTION IN PERSONNEL (LAYOFF) AND RECALL PROCEDURE

- A. **It is hereby specifically recognized that the Board has the right when it is necessary to reduce the educational program, curriculum and staff. In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, or to recall staff on layoff status when the educational program or curriculum is enhanced; the district will develop, in conjunction with a committee of staff representatives, district Board policy that meets all applicable state and federal legislation pertaining to staff reduction and recall.**

ARTICLE X - TEACHER EVALUATION

- A. **Teacher evaluation will be conducted in accordance with state and federal legislative requirements, outlined in the policy and processes established in the district Board approved Educator Evaluation Process document and its subsequent revisions.**
1. No material originating after original employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material.
 2. Any complaint made against a teacher will be promptly brought to the teacher's attention.
- B. If the teacher believes that material placed in his/her file is inappropriate or in error, he may receive adjustment, provided cause is shown, through the Grievance Procedure. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE XI - SPECIAL PROBLEMS, DISCIPLINE

- A. The maintenance of classroom discipline and order is a joint responsibility of the parties.
- B. Whenever a particular student appears to need specialized attention or assistance which the teacher cannot provide in the classroom, the teacher will notify the Administration of the problem. The Administration agrees to investigate the problem and to recommend appropriate solutions to the Board.
- C. Any student who creates disciplinary problems in the classroom will be immediately brought to the attention of the building principal. The teacher may cause the pupil to be suspended from the class, subject, or activity for up to 1 full school day.
- The teacher shall immediately report the suspension and the reason for the suspension to the school principal or available administrator and send the pupil to the school principal or available administrator for appropriate action.
- As soon as possible after a suspension of this type from class, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. During a suspension from class of this type, the pupil shall not be returned that school day to the class, subject, or activity from which he or she was suspended without the concurrence of the teacher and the school administrator.

- D. Any case of assault upon a teacher shall be reported immediately to the building principal. The Administration will assist the teacher in notifying medical, law enforcement, and other appropriate authorities.
- E. Teachers are required to exercise care and discretion in regard to the safety of students and property.

ARTICLE XII - PROFESSIONAL COMPENSATION

- A. The compensation of teachers covered by this Agreement is set forth in Schedule A (Salaries) and Schedule B (Extra-Curricular Salaries) which are attached to and incorporated in this Agreement.
- B. The Salary Schedule is based upon a normal weekly teaching load as defined in Article VII. For extra work the teacher shall be entitled to appropriate additional compensation as defined in Schedule B.
- C. Salary Schedule A is based upon the regular school calendar (Schedule C). For teaching assignments in excess of the normal teaching load, teachers will be compensated at one (1) times their individual hourly rates. A teacher shall have the right to reject any teaching assignment in excess of the normal teaching load. The teacher's hourly rate shall be determined in the following manner:

$$\frac{\text{Teacher's Contracted Annual Salary}}{\text{Contract Days X Max. Periods/Day}} = \text{Hourly Rate}$$

- D. Salary Schedule A is based upon a work year of 182 teacher days. Should the district need to add days to meet state guidelines/requirements, any days beyond the 182 days shall be compensated at the teacher's per diem rate. The teacher's per diem rate shall be calculated in the following manner:

$$\frac{\text{Teacher's Contracted Annual Salary}}{182 \text{ Contract Days}} = \text{Per Diem Rate}$$

- E. The additional semester hours for the intermediate steps of Schedule A need not be toward a Masters Degree but must be of such a nature as to contribute to the overall effectiveness of the teacher's duties. The Superintendent of Schools shall determine each case on its merits.

- F. If a teacher is asked to substitute for another teacher during their preparation period the teacher will receive compensation at the rate of (.00083 x BA Base) per hour or shall be given the option of accumulating such substitution time toward compensatory time, i.e., one class period equaling 1/7 compensatory time which may be used by the teacher for personal or other reasons within the current school year.

ARTICLE XIII - LEAVES WITH PAY

- A. At the beginning of each school year each teacher shall be credited with twelve (12) days of leave, the unused portion of which shall accumulate to one hundred thirty six (136) days.
- B. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:
1. Personal illness or disability. The teacher may use all or any portion of his leave to recover from his own illness or disability.
 2. Death in the immediate family. A maximum of five (5) days for each death in the immediate family or household. The term immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, aunt and uncle, brother and sister-in-law, daughter and son-in-law, son and daughter-in-law, and grandparents of member or spouse

This also includes a dependent living in the immediate household. The term household is interpreted as those who dwell under the same roof and comprise a family or a domestic establishment.

3. Other deaths. The teacher may take one (1) day per death to attend the funeral of any person with administration permission.
4. Medical or nursing care. The teacher may take three (3) days to make arrangements for medical or nursing care for husband, wife, parents of both husband or wife, children or a member of the same household.
5. Illness in the immediate family. The teacher may take a maximum of four (4) days per illness of husband, wife, parents of both husband or wife, children or a member of the same household.
6. Marriage in the immediate family. The teacher shall give two (2) days notice prior to taking leave for a marriage subject to the approval of the Superintendent.

7. Doctor and dental appointments. It is understood that doctor and dental appointments will be allocated under sick leave as they relate to the illness or condition of the teacher.
- C. Personal Business - Upon prior request to the Superintendent of at least twenty-four (24) hours, three (3) sick leave days may be used each year for personal business. These days may not be used the day before or after a holiday; they may not be used during mid-year and final exams and will be contingent on the availability of a substitute
- These personal business days have no restrictions on usage other than notification.
- D. Upon termination of employment and ten (10) years of service with the Pickford Public Schools, or retirement, or death after ten (10) years service with the Pickford Public Schools a teacher shall be entitled to reimbursement of unused sick leave according to the following:
1. compensated at the rate of .00130 times the BA base for each accumulated sick leave day not used, up to 136 days, and
 2. compensated at the substitute rate for the unused sick leave days in excess of 136 days, but not exceeding 20 days.
- E. Jury Duty: Teachers who are called to serve on juries or subpoenaed to serve as a witness shall be granted the difference in daily rate of pay over and above the amount paid by the court. The teacher must provide a court payment voucher. This amount shall be paid at the earliest payroll date.
- F. The Board retains the right to advance or loan individual teachers additional sick leave days in exceptional cases. The teacher must request the additional days in writing to the Superintendent for subsequent consideration by the Board of Education.
- G. A sick bank for the benefit of teachers shall be established based on the following conditions:
1. To initially establish the sick leave bank, current members of the teaching staff who wish to participate shall donate two leave days to the bank.
 2. Whenever the bank reaches the minimum of two times the number of full time teachers, it shall be replenished by each teacher contributing one day sick leave to the bank. Such replenishment shall take place only once in a fiscal year.

3. Whenever a teacher joins the staff, he/she shall contribute one day to the sick leave bank.
4. In the event that the bank is exhausted, teachers may donate additional days on a volunteer basis.
5. The maximum number of days that may be accumulated in the bank shall be 200. This maximum shall not apply to contribution of new teachers.
6. The maximum number of days that any teacher shall be able to draw from the sick bank will be sixty (60) days for a tenure teacher and twenty (20) days for a probationary teacher.
7. A teacher shall not be eligible to draw from the central bank until his own personal sick leave has been expired for a period of five (5) working days. If the application is approved, the loan will be extended to cover the five-day grace period.
8. In succeeding years a teacher who has borrowed from the bank shall replace one-half (1/2) of his/her accumulated sick leave at the end of each year into the central bank until he/she has replaced the loan.
9. Should a borrower not come back to work and pay off the loaned days he/she shall reimburse the PEA for any days owed at the going rate of substitute pay. If circumstances warrant, the committee may waive pay back provision.
10. The sick leave bank shall be administered by a committee of four (4) persons: Two (2) persons appointed by the Superintendent of Schools and two (2) persons appointed by the Association. Teachers shall make application to this committee for a loan from the central bank.
11. The applicant for a loan shall provide proof from a physician stating that he/she is unable to return to work before a loan shall be granted.
12. Decisions of the Central Bank Committee shall not be subject to the grievance procedure.
13. Any teacher choosing not to contribute to the bank will not be eligible to apply for days from the bank. Should a teacher who contributes to the bank decide to no longer belong to the plan, he/she will not be reimbursed for contributed days.

ARTICLE XIV - LEAVES WITHOUT PAY

- A. Leaves of absence without pay, fringe benefits, advancement on the salary schedule, or accrual of seniority, for a period of up to one (1) year, may be granted under the following conditions provided request for the leave is made thirty (30) days in advance.
1. Military Leaves will be granted under the terms of applicable Federal Law.
 2. (A) A leave of absence shall be granted to any teacher for the purpose of child care. Child care may include but not be limited to situations of a seriously ill child, a terminally ill child, the raising of a young child. The child may be of a natural or adopted parental relationship.

The request must be accompanied by supportive evidence submitted by a recognized authority such as a social worker, psychologist, or appropriate medical personnel.
 - (B) Pregnancy related leaves shall be granted provided that the teacher notifies the Board in a reasonable length of time of the doctor's medical verification of pregnancy. The leave will commence on the date established by the teacher's doctor. The teacher may not return to work until she presents a written statement from her doctor certifying her ability to resume full teaching duties.
 3. Educational leave may be granted to teachers for one (1) year to attend college as a full-time student.
 4. A teacher whose personal illness or injury extends beyond the period compensated under the Sick Days Provision of Article XIII shall be placed on a leave of absence for the time necessary to recover from the illness or injury.
- B. Date of return from any leave under this section shall be established in advance by mutual agreement of the Board and the teacher.
- C. Failure to return from an approved leave on the agreed upon date shall mean the teacher has voluntarily terminated his/her employment with the district.
- D. Written request for an extension of the leave must be received by the Superintendent not later than ninety (90) days prior to the termination date of the leave.

- E. Personal leaves not provided for above may be considered on a case-by-case basis.
- F. Teachers who desire to maintain their medical insurance during the period of the leave may do so by paying in advance the cost of the premium to the Administration.

ARTICLE XV - PROFESSIONAL LEAVE

- A. Professional Days: At the beginning of every school year each teacher shall be credited with three (3) days to be used for the teacher's professional development. The teacher planning to use a professional development day shall seek the approval of the Superintendent at least one week in advance of his absence. Approval by the Superintendent shall be contingent upon the availability of finances and the value to the teacher in his work. Professional development days shall be used for the purpose of: (a) visitation to view other instructional techniques or programs; (b) conferences, workshops, a seminar conducted by colleges, universities, and the MEA and NEA and/or affiliate departments thereof. Professional days shall not be used, (or do not include) supervising students on field trips, conventions for students that need a chaperon, contests for students that need a chaperone, or meetings for students that need a chaperone.
- B. In-Service Education: The Superintendent shall recommend a specific amount in each annual budget for in-service education to the instructional staff. Items that should be included in this appropriation would be expenses and substitute pay to enable teachers to attend educational conferences and meetings; any cost of professional magazines and books that may be approved by the Superintendent. Such articles are to become the property of the school.
- C. All Association Members: All Association members will be excused to attend the regional MEA In-service Education Day when sure a day is scheduled.
- D. Local Association Officers: Local Association Officers will be excused from teaching duties to attend official Association meetings called specifically for officers of local Associations.

ARTICLE XVI - RETIREMENT

- A. In recognition of services to the school district, a retiring teacher shall receive .005 x BA Base per year for each year of service in the Pickford School District. Payment of this amount shall be made immediately after the employee has received his/her first retirement check from the Michigan Public School Retirement Fund.
- B. The Board of Education will remit the appropriate amount for each teacher to the Michigan Public School Employees Retirement system each pay period.

ARTICLE XVII - GRIEVANCE PROCEDURE

- A. A grievance shall be defined to be a misinterpretation or application resulting in an alleged violation of the terms and conditions of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
 - 1. The termination of services of or failure to re-employ any probationary teacher;
 - 2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule;
 - 3. Any matter involving teacher evaluation;
 - 4. It is expressly understood that the Grievance Procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- B. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session, except the summer when "days" shall mean days of the week (Monday- Friday).
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants;
 - 2. It shall contain the facts giving rise to the alleged violation;
 - 3. It shall cite the section or subsections of this contract alleged to have been violated;
 - 4. It shall contain the date of the alleged violation;
 - 5. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

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

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within three (3) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within three (3) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association representative an opportunity to be heard at the next regularly scheduled meeting of the board.

WITHIN FIVE (5) DAYS OF THE FINAL HEARING OF THE GRIEVANCE, THE BOARD SHALL RENDER ITS DECISION IN WRITING. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board, NO LATER THAN THE NEXT REGULARLY SCHEDULED MEETING OF THE BOARD.

Level Four - If the decision of the Board is unsatisfactory to the Association, it may, within five (5) days of receipt of the Board's Level Three answer, request factfinding concerning the grievance.

A factfinding panel consisting of one (1) Association representative, one (1) representative appointed by the Board, and a third party chosen by the mutual agreement of the parties, shall convene. If mutual agreement cannot be arrived at by parties (1) and (2) above, then a neutral third party will be assigned by the rules developed by the American Arbitration Association. Neither party shall have any power to select or affect the selection of the other party's panel representative. The parties are responsible for their own costs,

however, the costs of the Fact Finder shall be shared equally by the parties. The Board and the Association will be bound by the decision of this panel.

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 the strict adherence to the time limits may result in hardship of any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

G. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XVIII - INSURANCE PROTECTION

For the duration of this agreement, the Board shall provide the following MESSA PAK program, funded as described by PA 152, with the aggregate maximum allowable contributions as per the cap option amount based on employee plan census. Increases in the maximum allowable contribution, based on cap adjustment to reflect changes in the medical care component of the Consumer Price Index, will be contributed equally to employee Health Savings Accounts. Decreases in cap amounts and MESSA rate increases will be expensed to employees.

Plan A (for employees electing health insurance)

**Health MESSA ABC Plan 1
\$1250/2500 deductible
HSA Funded \$240 per member (pending any cap increases)
Derived by aggregate census**

Long Term Disability 70%
\$3,000 maximum
90 calendar days - modified fill
Pre-existing condition waiver
Maternity coverage
Alcohol/Drug - same as any other illness
Mental/Nervous - same as any other illness
Freeze on offsets

Negotiated Life **\$50,000 AD & D**
Vision **VSP-3**
Dental (100:90/90/90: \$1500) with Adult Ortho
Class I & II maximums at \$1,000

Plan year October 2012 through August 2013

Plan B (for those employees not electing health insurance)

Long Term Disability same as above
Negotiated Life **\$50,000 AD & D**

Vision VSP-3
Dental (100:90/90/90: \$1500) with Adult Ortho
Class I & II maximums at \$1,000

Plan year October 2012 through August 2013

The Board agrees to establish a qualified Section 125 Cafeteria Plan and, upon application by employees not taking health insurance, agrees to pay \$5,000 per year in lieu of health insurance. Said amount may be used to purchase any of the MESSA variable options and/or annuities, or may be taken as cash.

ARTICLE XIX - PART-TIME TEACHERS

- A. Part-time teachers shall be advanced one (1) year on the salary schedule for every year they are employed for one-half or more of the teaching hours per year. If a part-time teacher becomes full-time, his/her placement on the salary schedule shall be determined by the actual time in active teaching. The salary of a part-time teacher shall be:

$$\frac{\text{Number of work hours contracted per year} \times (\text{salary step teacher is on})}{\text{Number of hours in total teaching year}}$$

- B. Seniority in teaching shall be computed upon actual number of work periods per school day, i.e. teacher with four work periods shall be credited with 4/7 year seniority at the close of the school year.

ARTICLE XX - MENTOR TEACHER

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of PA 335 (1993) and shall perform the duties of a Master Teacher as specified in the act..
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration after consultation with the Association. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. Mentor Teachers shall be assigned in accordance with the following:
 - 1. The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
 - 2. The Mentor Teacher shall be a tenured teacher within the bargaining unit (whenever possible).

3. Participation as a Mentor Teacher shall be voluntary.
 4. The District shall notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
 5. Mentor Teachers and Mentees shall work in the same building (elementary, middle, high school) and have the same area of certification (whenever possible).
 6. The Mentee shall be assigned to only one (1) Mentor Teacher at a time.
 7. The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration, Mentor Teacher and Mentee after three (3) months. The appointment may be renewed in succeeding years.
 8. Mentor Teachers may have up to two (2) mentees if so desired.
- D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential **to the extent permitted by law.**
- E. Upon request, the Administration shall make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day and school calendar year. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
- Suggested standards for release time will be the configuration of up to four (4) hours per month for the first year, up to a four (4) hours every other month in the second year, and up to four (4) hours every three months in the third year. Requests for greater time spent with the Mentee will be addressed with the building principal. It is also understood that time between the Mentor Teacher and the Mentee will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates. This provision is a suggested standard and will not be a factor in the decision to retain or dismiss a mentee.
- F. Mentees shall be provided with a minimum of fifteen (15) days of professional development activities during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular work day and work year. Such professional development activities will be chosen with the concurrence of the Mentor Teacher, Mentee and Administration.

ARTICLE XXI - DURATION

A. This Agreement shall be effective through August 31, **2013**. This Agreement shall expire on the date indicated above and will not be extended unless by mutual agreement by both parties.

ARTICLE XXII- CERTIFICATE OF RATIFICATION

The undersigned, official representative of the Board of Education of Pickford Public Schools and of the Pickford Education Association, hereby certify that the contract language comprising this Agreement has been ratified by a majority vote of the membership of their respective organization.

FOR THE PICKFORD EDUCATION ASSOCIATION

_____ Date_____

FOR THE PICKFORD BOARD OF EDUCATION

_____ Date_____

Schedule A 2012-2013 (0% increase on step)

STEP	B.A.	B.A. + 20	B.A. + 30	MA	MA + 15
1	32,056.98	33,659.83	35,262.69	36,865.55	37,9761.51
2	33,467.49	35,140.85	36,814.25	38,487.63	39,642.26
3	34,910.05	36,655.55	38,401.07	40,146.58	41,350.98
4	36,320.56	38,136.59	39,952.62	41,768.66	43,021.72
5	37,731.06	39,617.62	41,504.18	43,390.75	44,692.47
6	39,141.57	41,098.64	43,055.74	45,012.83	46,363.21
7	40,584.14	42,613.34	44,642.57	46,671.78	48,071.93
8	41,994.64	44,094.38	46,194.11	48,293.86	49,742.68
9	43,405.15	45,575.41	47,745.68	49,914.95	51,413.42
10	44,847.72	47,090.10	49,332.50	51,574.90	53,122.14
11	46,258.22	48,571.13	50,884.06	53,196.98	54,792.89
12	47,668.73	50,052.17	52,435.62	54,819.06	56,463.63
13	49,079.23	51,533.20	55,372.11	56,441.16	58,134.39
14	50,521.80	53,047.89	55,573.99	58,108.40	59,851.66
15	51,932.31	54,528.92	57,125.55	59,722.19	61,513.86

For 2012-2013, the Board agrees to pay a \$500 signing stipend to each teacher with the following conditions:

- 1. If the Fall student count is not lower than 420 students.**
- 2. If there is no net increased cost in the original amount budgeted for health insurance based on employee health care census as of September 1, 2012.**
- 3. Payment of stipend will be in a December pay.**

All teachers with more than fifteen years of total service, regardless of the number of school systems served, will receive a check by June 15th of each year according to the following formula:

16-20 years	2% of BA Base
21-25 years	2.5% of BA Base
26 plus years	3% of BA Base

APPENDIX A – SCHEDULE B ASSIGNMENTS

- A. Schedule B assignments are annual appointments. If a teacher wishes to retain a Schedule B assignment, he/she shall have first consideration for that position.

- B. In filling vacancies under Schedule B assignments, teachers in the district shall be given primary consideration. If no teacher applies or is deemed qualified by the district, the position may be filled from outside the bargaining unit. All vacancies will be posted in accordance with Article VIII unless the person who most recently held that position is being retained.

- C. Though listed in Schedule B, the Board retains the authority to determine whether or not a particular position is warranted. If a person begins a Schedule B position but does not complete the school year, the pay shall be prorated provided discernible duties have been performed. A general job description including duties, responsibilities, and expectations will be provided to Schedule B position appointees.

- D. Payment made for any newly created Schedule B position shall be established based on competitive, comparative rates within our Schedule B positions.

SCHEDULE B

In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following sums listed below. Up to a maximum of six (6) years experience will be granted in each activity with the salaries computed on the BA schedule.

Co-Curricular

Sixth Grade Advisor	1.0%
Seventh Grade Advisor	1.0%
Eighth Grade Advisor	1.0
Freshman Class Advisor	1.0
Sophomore Class Advisor	1.0
Junior Class Advisor	1.0
Senior Class Advisor	3.0
FCCLA Advisor	10.0
Annual Staff Advisor	5.0 (divided by # of advisors)
Student Council Advisor	5.0
Junior High Student Council Advisor	3.0
Band Directorship – Extra Curricular	6.0
Science Olympiad	1.0
Quiz Bowl Coach	3.0
Mentor Teacher	2
National Honor Society Advisor	1.0

Athletic – Schedule B

All duty salaries shall be paid upon the completion of that duty in a single check separate from the payroll check.

<u>Varsity Head Coach</u> (FB,BB,Track, VB)	<u>7th BB,VB/8th BB, VB</u>	<u>Varsity FB Ass't</u>	<u>Golf</u> (combined)
1 \$2600	\$1200	\$2100	\$300
2 \$2800	\$1250	\$2200	\$325
3 \$3000	\$1300	\$2300	\$350
4 \$3200	\$1350	\$2400	\$375
5 \$3400	\$1400	\$2500	\$400
6 \$3600	\$1450	\$2600	\$425

<u>JV Coach (FB,BB,VB)</u>	<u>Cross Country Combined</u>	<u>Jr High Track/Var. Asst Track</u>
1 \$2000	\$600	\$1350
2 \$2100	\$650	\$1400
3 \$2200	\$700	\$1450
4 \$2300	\$750	\$1500
5 \$2400	\$800	\$1550
6 \$2500	\$850	\$1600

TABLE OF CONTENTS	
AGREEMENT - WITNESSETH	1
ARTICLE I - RECOGNITION.....	1
ARTICLE II - TEACHER RIGHTS.....	2
ARTICLE III - BOARD RIGHTS	4
ARTICLE IV - ASSOCIATION DUES/PAYROLL DEDUCTIONS	5
ARTICLE V - TEACHING HOURS	6
ARTICLE VI - TEACHING LOADS AND ASSIGNMENTS.....	7
ARTICLE VII - CLASS SIZE AND TEACHING CONDITIONS.....	8
ARTICLE VIII - VACANCIES, PROMOTIONS AND TRANSFERS.....	10
ARTICLE IX - REDUCTION IN PERSONNEL (LAYOFF) AND RECALL PROCEDURE	10
ARTICLE X - TEACHER EVALUATION	11
ARTICLE XI - SPECIAL PROBLEMS, DISCIPLINE.....	11
ARTICLE XII - PROFESSIONAL COMPENSATION	12
ARTICLE XIII - LEAVES WITH PAY	13
ARTICLE XIV - LEAVES WITHOUT PAY.....	16
ARTICLE XV - PROFESSIONAL LEAVE	17
ARTICLE XVI - RETIREMENT	18
ARTICLE XVII - GRIEVANCE PROCEDURE.....	18
ARTICLE XVIII - INSURANCE PROTECTION.....	20
ARTICLE XIX - PART-TIME TEACHERS.....	21
ARTICLE XXI - MENTOR TEACHER.....	21
ARTICLE XXIII - DURATION.....	23
ARTICLE XXIV- CERTIFICATE OF RATIFICATION.....	23
2008-2012 SALARY SCHEDULE A.....	ERROR! BOOKMARK NOT DEFINED.
SCHEDULE B	25