



PEWAMO-WESTPHALIA
TEACHER MASTER CONTRACT

7/1/2018 to 6/30/2019

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WITNESSETH

The Board and the Association have a statutory obligation, pursuant to Act 379, of the Michigan Public Schools act of 1965, to bargain with respect to hours, wages, terms, and conditions of employment.

The parties, following negotiations, have reached certain understandings, and it is agreed as follows:

ARTICLE I, RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative as defined in Section II, of Act 379, Public Acts of 1965, for all certified teaching personnel, including full time classroom teachers, part-time classroom teachers, media specialists, non-certified and/or non-endorsed teachers, and special education teachers, but excluding supervisory and executive personnel, substitute teachers, office, clerical, maintenance, operating employees, and all others employed by the Board. Non-certified, non-endorsed teachers may be hired only in emergency situations for a maximum of one (1) year. After forty-five (45) consecutive days in the same assignment in a school year, a substitute teacher will earn starting salary wages and become a permanent substitute.
- B. Supervisory and executive personnel who teach more than 1/2 time a day shall be considered teachers and shall be covered by this agreement.
- C. The term "teachers" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in bargaining unit as above defined. A probationary teacher is a teacher who has not attained tenure teacher status.
- D. The board agrees to not negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II, BOARD RIGHTS

- A. The Board on its own behalf and on the behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties, and responsibilities conferred upon and invested 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 all its properties and facilities, and the activities of its employees while such employees are on duty.
 - 2. To hire and dismiss all employees subject to the provisions of law.

3. To establish grades and courses of instruction including special programs and to provide for recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To approve or reject the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aides as recommended by the Association.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and the assignment of teachers and other employees with respect thereto and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights and 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 by the specific and express terms of this Agreement (and then only to the extent such specific and express terms of this thereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.)
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan statutes or regulations as they pertain to Education.

ARTICLE III, ASSOCIATION RIGHTS

- A. The Association shall have the right to the use of school buildings for meetings at such hours that do not interfere with the regular program of the school or any other activities that have been previously scheduled and approved by the Board or its representatives. The Building Principal will be notified of all such meetings one week in advance, if possible.
- B. Bulletin boards and other established media of communication shall be made available to the Association and its members for official organizational materials.
- C. Teachers are encouraged to advise the Board and Administration with respect to changes in educational policy.

ARTICLE IV, TEACHING HOURS

- A. All teachers shall be at their respective teaching stations at least five (5) minutes prior to the beginning of the student school day for the building in which they are teaching. Elementary teachers may leave at 3:00 p.m. and secondary teachers may leave after the buses depart. Any variance from these hours and/or student contact minutes from the previous year will be mutually agreed upon.
- B. Elementary teachers and full - time librarians will be provided with two (2) fifteen minute relief periods each day as designated by the principal.

- C. Elementary teachers who have no students under their supervision during time when their students are receiving instruction from various teaching specialists, shall use the time for class preparation.
- D. All teachers shall be entitled to a duty free uninterrupted lunch period of a minimum of thirty (30) minutes duration. Emergency situations or problems connected with inclement weather may alter the schedule.
- E. The teaching load in the senior high school, excluding full time counselors and full - time librarians, will meet requirements that each teacher within the student school day will have an average of at least one (1) preparation/consultation period per day exclusive of lunch period. Exceptions will be made through mutual agreement with the teacher.
- F. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board or participating in a local grievance with any representative of the Board shall be released from regular duties without loss of salary. Whenever possible, grievances and negotiations will be conducted outside of regular school hours.
- G. Each teacher shall be required to attend no more than three (3) hours of meetings or school functions per month beyond the regular school day. Teachers must be given at least one week's notice in writing of any required meeting or function. Teachers may be excused from required meetings or functions by their principal for good cause.
- H. When inclement weather or any Act of God causes the cancellation of classes in the entire district, teachers shall not be required to report.
- I. When schools are closed to students due to severe inclement weather, severe storms, fires, epidemics or other conditions beyond the control of school authorities, teachers will not be required to report for duty and shall suffer no loss of compensation on said days. However, teachers shall be required to report on rescheduled days of instruction with no additional compensation to meet state required days and hours according to the following procedure:
 - 1. Any negotiated Flex days.
 - 2. The remaining makeup days will be added to the calendar immediately following the previously scheduled closing date for students. In that event, the calendar shall be adjusted so that the final three (3) days of school for students are half (1/2) days).
 - 3. If at any time during the life of this Agreement, it becomes lawful to count (for the purpose of state member aid) as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics, or health conditions, it is agreed that the following provision shall become

immediately in effect: When the Act of God or an Employer directive forces the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled, unless otherwise required by State law.

- J. Professional teaching staff shall be provided the opportunity to obtain sufficient hours of Professional Development to meet State Professional Development hours of in-service time per year beyond that normally provided by the district, approved by the building principal. Any conference, class or workshop sponsored by an intermediate school district, RESA, Michigan Department of Education, college, university, educational organization, or special interest education group shall qualify as meeting this requirement. The district shall pay all costs and reasonable expenses incurred by teachers in meeting this requirement. A log to be kept on the Association bulletin board will be placed in each building to record time spent.
- K. During the summer and outside of the agreed calendar of regularly scheduled work days, should the Board sponsor a Professional Learning Conference to provide professional development for the benefit of professional teaching staff, the Board shall provide those in attendance for the entire session a \$75 stipend per day.
- L. If additional days are required by State law the parties will meet to determine their placement in the calendar.

ARTICLE V, TEACHING CONDITIONS

- A. The suggested pupil - teacher ratio as set forth in Schedule "A" represents a goal of the Board.

| <u>SCHEDULE A</u> | | <u>SUGGESTED MAXIMUMS</u> | |
|-------------------|---|---------------------------|-----------|
| 1. | Elementary Classrooms | Regular | 25 pupils |
| | | Split | 23 pupils |
| 2. | Secondary | | |
| | English } | | |
| | Social Studies } | | |
| | Mathematics } | | 25 pupils |
| | Science } | | |
| | Language } | | |
| | Business } | | |
| | Computers/Keyboarding | | 30 pupils |
| | Industrial Arts & Consumer Ed | | 20 pupils |
| | Drafting | | 25 pupils |
| | Music (not to include performance groups such as band and chorus) | | 40 pupils |
| | Physical Education & Health | | 40 pupils |

- B. When practicable and possible, the Board shall make available to and in each school a lounge and/or work study room and lavatory facilities exclusively for teacher use.

- C. The Board will continue its efforts to provide aides for teachers to assist in non-professional activities where the Board deems it necessary or advisable, and limited by the financial condition of the district.
- D. Under no conditions shall a teacher be required to engage in non-educational activities as part of their regular assignment. This would include activities such as bus driving, scoring or timing at athletic events, and janitorial duties.
- E. All requisitions shall be submitted on the forms provided. Within twenty (20) school days, teachers will be given written statements dealing with the disposition of their requisitions. Said disposition will indicate either approval or denial. Reasons for denial shall be given if teacher requests same from the administration.
- F. Telephone facilities will be made available to teachers for their use. Teachers will record all long distance phone calls on the forms provided and will pay for personal calls.
- G. Teachers who travel over two (2) miles between schools as part of their regular daily schedule will be allowed 15 minutes each way for travel and set-up. This travel is exclusive of lunch period.
- H. A teacher at the elementary level with more than 25 students in a straight grade or 18 in a split class will be provided with a minimum of two hours of aide time per day.
- I. It shall be the goal of the Board to provide Art and Computer Education in Elementary School. The Board will provide Music and Physical Education in Elementary School.
- K. It shall be a goal of the Board to provide counseling services to elementary students.

ARTICLE VI, PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers will be assigned within the scope of their teaching certificates and their qualifications. For purposes of interpreting and applying this Agreement, the following definitions will govern:

- 1. "Certification" or "certified" shall be defined as the requirement to hold all certificates, endorsements and approvals required by law and/or the Michigan Department of Education Certification Code to serve in the position assigned. It is the teacher's responsibility to file such certificates, endorsements, or approvals with the District. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this contract.

The teacher shall provide written notice to the District of any change to their certificates, endorsements, or approvals after the original filing of it with the District. This shall include notice of any additional endorsements, certificates, renewals,

approvals as well as expirations, revocations, and any limitations thereon. The teacher shall further notify the District and the Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of their certificate, one or more endorsements thereon, or a grade level certification appearing on the certificate.

- B. Any extra-curricular or extra duty assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory, except as stated below, but shall be with the consent of the teacher. The Board has the right to fill open positions with persons outside the bargaining unit in the event that no bargaining unit member applies for the position. Extra duty positions shall not be deemed positions with tenure. A teacher who has had no extra duty except class advisor within the last three years may be assigned one extra duty after that position has been posted but left vacant.
- C. A randomly drawn list of all secondary teachers shall be provided for assigning class advisors. Any full-time teacher who currently has no extra duty could be assigned a class advisor position for a period of two years. After a teacher has served two years, their name will be placed at the bottom of the list. In the event that not all class advisor positions are filled, teachers will be selected from the list who have only one extra duty. This process will be continued until all class advisor positions have been filled. No teacher will be assigned more than one class advisor position concurrently. The name of any new teacher shall be added to the bottom of the list. No class advisors will be assigned to each grade except when one is mutually agreed upon. This Article refers to open positions only.
- D. The Board of Education will make available free of charge Hepatitis B vaccine.

ARTICLE VII, PLACEMENT/RECALL

A. Seniority

1. New employees shall be considered as probationary employees as prescribed by the Tenure Act.
2. The term "seniority" as hereinafter used shall be the length of continuous service with the Pewamo-Westphalia Board of Education as a member of the bargaining unit covered by this Agreement.
3. By October 15 annually the District shall prepare a seniority list showing the name of each teacher and their seniority date. The seniority list shall be presented to the Association President and posted in each building until November 15. If no written objections from the Association or bargaining unit members are received by November 15, the seniority list shall be conclusively

regarded as accurate. If there are timely objections to the content of the seniority list, the Association and the District shall meet to resolve those discrepancies by December 15. If resolution is not achieved by that date, the matter shall be submitted through the Grievance Procedure at Step 3.

- a. A teacher's seniority date shall start with the first day of work, which is the first teacher workday as determined by the master agreement. Days worked in any extra-curricular position shall not accrue seniority, establish a date of hire or entitle the teacher to accrued seniority by virtue of that service.
- b. In the circumstance of more than one individual having the same seniority date, all individuals so affected will have their ranking on the seniority list determined by the last four (4) digits of their social security numbers beginning with the thousands place. Whoever has the lowest last four (4) numbers of their social security number shall be ranked highest on the list and so on. The final ranked names will be placed on the list along with the month, day and year of their first workday. The Association President and the Superintendent will jointly certify, in writing, that the seniority ties have been resolved correctly according to the above standards.
- c. Leaves of absence and periods of layoff shall not constitute an interruption in continuous employment and seniority shall continue to accrue. Separation from the District and subsequent reemployment shall constitute an interruption in continuous employment and seniority shall not continue to accrue, nor shall any previous seniority be granted upon reemployment. Seniority shall be lost when a teacher has been laid off for two (2) years from the effective date of the layoff.
- d. A teacher who works less than full time shall accrue seniority as if they were employed full time.
- e. Credit given for teaching experience in other school districts shall not be considered for the purposes of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
- f. Acceptance of an administrative position shall be considered a break in service and result in a loss of seniority.
- g. A teacher who is hired after the drawing described in part b has occurred shall be placed at the bottom of the seniority list at the time of their hire.
- h. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary scale if employed for one semester or more of the school year. Teachers who teach for less than one semester shall be given credit for a complete semester.

B. Recalls

1. It shall be the responsibility of each teacher to notify the District of any change in address. Employees shall be notified of recall by certified mail, return receipt requested.
2. Employees who are notified of recall and fail to respond within five (5) days of receipt of the notice of recall or who fail to report by the date specified on the notice of recall shall be considered as resigned.

ARTICLE VIII, SICK LEAVE/PERSONAL BUSINESS DAYS

- A. At the beginning of each school year, each teacher shall be credited with thirteen (13) days of sick leave and personal business days, designated as nine (9) sick leave and four (4) personal business. The first four (4) days will be designated as personal business days and the remainder will be designated as sick leave days. The unused portion shall accumulate from year to year, to a maximum of one hundred-twenty (120) sick days and a maximum of four (4) personal business days.
 1. Sick leave may be used in the case of employee illness, well care, medical, dental, or vision appointments or in the event of illness, well care, medical, dental, or vision appointments for employee's immediate family. Immediate family is to include child, spouse, parent, grandparent, sister, brother, or any of the preceding named individuals on an in-law or step basis. Supervisor may require the employee to provide a physician's note or return to work slip.
 2. Sick leave may be used for a death in the immediate family. The teacher may take a maximum for four (4) sick days per death at the time of death.
 3. Sick leave may be used for other deaths. The teacher may take one (1) sick days per death to attend the funeral of any personal friend or distant relative.
 4. Sick leave may be used for medical or nursing care. The teacher may take one (1) sick day to make arrangements for medical or nursing care for a member of their immediate family.
 5. Sick leave may be used for emergency leave. Teachers may use up to ten (10) sick days for emergency leave. This number may be increased at the discretion of the building principal. Emergency leave may be used for accidents or major illness in the teacher's immediate family.
 6. Personal Business days may be used by the teacher to conduct personal business that cannot otherwise be done after working hours and will be granted on a "first applied for" basis. Approval is subject to supervisor discretion. Requests for personal business days must be made with the appropriate supervisor as far in advance as possible and at least seventy-two (72) hours in advance. A personal business day shall not be granted for the day preceding or the day following holidays or vacations and the first and last

day of the school year, except in cases of emergency and approved by superintendent.

- B. A teacher who is unable to teach because of personal illness or disability and has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, upon written request by the teacher. The Board reserves the right to request a second doctor's opinion at Board expense.
- C. Any teacher may contribute from their accumulated sick days up to two (2) days per year to a teacher who has exhausted all their accumulated sick days. The total number of days contributed shall not exceed the number of days needed to go to LTD. The bank will exist only for the individual employee's duration of illness and there shall be no accumulated sick day bank. The association officers shall determine the need and post a list for teachers to contribute sick days. The association will then forward the list to the Administration for proper distribution of the sick days.
- D. A teacher absent from work with mumps, scarlet fever, measles, scabies, lice, or chickenpox shall suffer no diminution of compensation and shall not be charged with sick leave for a period not to exceed three (3) weeks, provided said teacher incurs said disease within the incubation period of the occurrence of a like disease incurred by a student within the realm of said teacher's responsibility. The board by a doctor of medicine or osteopathy may request the diagnosis of the disease.

ARTICLE IX, LEAVES OF ABSENCE

- A. Leaves of absence without pay may be granted by the Board upon written request and application for the following:
 - 1. A teacher may be granted a leave of absence up to one year without pay for educational improvement. Applications will be made directly to the Superintendent.
 - 2. A parental leave of absence shall be granted for the purpose of childcare or child illness at the teacher's request for up to two (2) years. The leave may commence immediately upon written request. The initial leave period request shall indicate the expected date of the start of the leave and shall state the anticipated date of return. As nearly as possible, the return date of the leave should conform to the beginning or ending of a semester. Upon written request the teachers initial leave request shall be extended up to two years from the date of the commencement of the leave. A teacher requesting an extension must indicate the culmination date of said leave and this date will coincide with the semester break. A member of the bargaining unit adopting a child shall receive parental leave under the same terms and conditions as provided herein.

3. A leave of absence may be granted upon request for any teacher to campaign for and/or serve in a public office. The leave shall be for the duration of the campaign and for the duration of the office, if elected.
 4. A leave of absence may be granted to any teacher whose election to a state association position necessitated such a leave. The leave shall be granted for the duration of the term of office.
 5. A leave of absence may be granted for any other special consideration. The purpose and length of time shall be specified in the written request.
- B. Leaves of absence with pay not chargeable against the teacher's sick leave shall be granted for court appearances of a witness in any case connected with the teacher's employment or the school.
- C. Leaves of absence, with pay upon written request may be granted for the following professional purposes:
1. Visitation to view other instructional techniques or programs, conferences, workshops, seminars conducted by colleges and universities, or other recognized educational conferences, but excluding those related to labor relations.
 2. The teacher shall file with the administration a report on the activities of the conference or meeting with recommendations, if any, for use by the teacher and by the Board.
 3. Expenses may be allowed for attending professional meetings and conferences.
 4. Requests for permission to attend professional activities shall be approved by the Superintendent or their designee. In case that the request is not approved, the Superintendent or their designee will submit to the applicant written reasons for the denial.
- D. The Association shall be granted seven (7) days to be distributed among its members for attending Association conferences.
- E. Any teacher called for jury duty during the school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, except when the teacher is a litigant against the school, or who shall be asked to testify in any Pewamo-Westphalia arbitration or Pewamo-Westphalia fact finding case shall be paid their full salary without loss of sick leave or business days for such time spent on jury or giving testimony. Any monies paid by the court for jury duty shall be turned over to the Employer.

- F. A professional courtesy, not to exceed one hour a day per teacher, may be exchanged between teachers, providing that no money changes hands, and providing that normal school routine is not disrupted by said courtesy, which includes such things as "covering" a class, extracurricular activities, duties and coaching. The principal will be informed 24 hours in advance of the courtesy, and will be provided with the name of the teacher covering the aforementioned activities.
- G. If a teacher uses up their sick leave, that teacher will be granted an unpaid leave of absence for illness, disability or death in the immediate family, other deaths, medical or nursing care, an emergency leave, as covered by Article VIII of this contract.
- H. A teacher beginning a leave after September 1, 1983 shall not accumulate more than two years seniority while on leave. The association will protect and save harmless the Board of Education from any and all claims, demands, suits and other forms of liability or costs by reason of actions taken by the Board in compliance with this paragraph.

ARTICLE X, PROTECTION OF TEACHERS

- A. The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it has been established by specialized authority that a student requires the assistance of special counselors, social workers, law enforcement personnel, physicians or other persons, the Administration will take steps to assist in resolution of the teacher's responsibilities with such pupil (s).
- B. Any case of assault upon a teacher which had its inception in a school situation shall be promptly reported in writing to the Board or its designated representative. The Board will provide legal counsel, upon request, to advise the teacher of their rights and obligations concerning such assault, and shall render all reasonable assistance.
- C. If any teacher is complained against or sued due to disciplinary actions taken by the teacher against a student, the Board will provide legal counsel and render assistance to the teacher in their defense, provided there is no gross negligence on the part of the teacher as defined by the courts.
- D. If a teacher is injured while in the line of duty, medical, surgical, or hospital care will be furnished by the Board in accordance with the provisions of the Workers' Compensation Law.
- E. Teachers are required to exercise care with respect to safety of pupils and property, but shall not be individually liable, except in the case of gross negligence of duty, for any damages or loss to person or property.
- F. No teacher is required to meet with a parent for a conference during any regularly scheduled class. An administrator must be present upon request of said teacher.

ARTICLE XI, GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the express terms of this contract. 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), or to initial placement in the salary schedule.
- B. The term "days" as used herein shall working mean days in which school is in session.
- C. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievant;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsection of this contract alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested;
 - 7. It shall be submitted on the grievance form (Appendix E).

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

- D. Level One – Teachers believing themselves wronged by an alleged violation of the expressed provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with their immediate supervisor in an attempt to resolve it.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two – A copy of the written grievance shall be filed with the Superintendent or their designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or their 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 their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the immediate supervisor, and place a copy of it in a permanent file in their 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 may appeal same to the Board of Education by filing a 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 meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three – Upon proper application as specified in Level Two, the Board or an Ad Hoc Committee established by the Board shall allow the employee or their Association representative an opportunity to be heard under the Open Meetings Act for which the grievance was schedule if requested, or if not requested, give such other consideration, as it shall deem appropriate. Within one calendar month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the immediate supervisor of the grievant, the grievant, and the President of the Association.

Level Four – Individual Employees shall not have the right to process a grievance at Level Four.

The following matters shall not be arbitrable:

The termination of services of or failure to re-employ any teacher.

Any matter involving teacher evaluation.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision if the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, the American Arbitration Association in accordance with its rules shall select them.
2. Party may either raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing, pre-hearing statement alleging facts, grounds and defense, which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final, conclusive and binding employees, the Board and the Association: subject to the right of the Board or the Association to judicial review. All arbitration proceedings are subject to the procedures and requirements contained in the Michigan Uniform Arbitration Act, MCL 621.1681 et seq.
4. Powers of the arbitrator are subject to the following limitations:
 - a. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. They shall have no power to establish salary scales or to change any salary schedule.
 - c. They shall have no power to interpret state or federal law.
 - d. They shall not hear any grievance previously barred from the scope of the grievance procedure.
5. After a case on which the arbitrator is empowered to rule hereunder has been referred to their, it may not be withdrawn by either party except by mutual consent.

6. If either party disputes the procedural arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule upon arbitrability prior to hearing the case on the merits. In the event that a case is appealed to the arbitrator on which they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 8. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- E. Should an employee fail to institute a grievance within the time limits specified, the grievance would not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the Grievant regardless of their employment), all further proceedings on a previously instituted grievance shall be barred. Time limits specified herein may be extended upon mutual consent.
- F. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without their express approval in writing.
- G. All preparation, filing, presentation or consideration of grievances shall be held at a time other than where an employee or a participating Association representative are to be at their assigned duty stations.
- H. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- I. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date of which the grievance is filled.

ARTICLE XII, ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and students is encouraged, except that:
1. The teacher must be acting within accepted and/or adopted curriculum and courses of study.
 2. The teacher must submit an outline and/or request to their building principal or immediate supervisor prior to using materials or resource speaker in any

"controversial" areas. The teacher must have approval from the building principal or immediate supervisor prior to the implementation of such instructional materials or speaker.

3. The teacher must exercise responsibility and prudence, and must realize that teaching in elementary or secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.
 4. If a controversial issue is presented, it shall be the responsibility of the teacher to have both sides presented.
- B. To protect the Board, the Association agrees to indemnify and save harmless the Board against any claims, suits, damages, or costs, for actions involving this provision.

ARTICLE XIII, BUILDING & DISTRICT SCHOOL IMPROVEMENT COMMITTEES

- A. The School Improvement Committees shall meet regularly to discuss and study curriculum development and revision, student discipline, special student problems, or any other issues related to the education of students. The first meeting will be called by the Association or administration at a mutually acceptable date, but prior to October 31 of the school year.
- B. The parties agree that the District and Building School Improvement Committee shall serve in an advisory capacity only.

ARTICLE XIV, NEGOTIATION PROCEDURES

- A. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either party, or both of the parties at the time they negotiated or signed this Agreement.
- B. Not earlier than April 1st, nor later than June 1st, of the calendar year in which this Agreement expires, the Association and the Board agree to begin negotiations of a successor Agreement.

ARTICLE XV, MISCELLANEOUS PROVISIONS

- A. Teachers are required to report unavailability for work before 7:00 AM on the teacher's work day, except in cases of emergency.
- B. Thirty dollars (\$30.00) shall be paid to teachers teaching a class for one class period during their conference hour, except when the teacher has an extra free period due to class not meeting. Teaching an extra class will be on a voluntary basis. Should a teacher be required to attend an IEP/IST during lunch, they shall be compensated at a lunch duty rate.

ARTICLE XVI, COMPENSATION

- A. The board shall establish a fund of \$5,000.00 from which teachers may be reimbursed on a first come, first serve basis for tuition going towards graduate courses. Teachers may request reimbursement for \$150.00 per credit with a maximum of \$900.00 per teacher per school year. Courses must be pre-approved by supervisor and earn a passing mark. Paperwork must be turned into Central Office with supervisor's approval by January 31, October 31, or the last day of school.
- B. Teachers with outside experience may be credited with up to ten (10) in the salary schedule. This shall include any present teacher that is granted a Graduate Teaching Assistantship by a higher education institution to teach at the university level in completion of an advanced degree in their present teaching assignment.
- C. Teachers voluntarily going without a conference period will receive an additional 1/7 of that teacher's base salary.
- D. Teachers will be entitled to 90% of IRS rate per mile reimbursement when driving their own vehicle in execution of their teaching duties. This does not include driving to or from home to school. The superintendent or their authorized agent shall approve such driving and reimbursement, and proper verification shall be submitted to the administrative office.
- E. Teachers shall be paid according to current base bus driver's rate when driving a school bus for a school related activity. Coaches driving in their related sport will be paid driving time only.
- F. Teachers will be credited with one year of experience on the pay schedule for each year employed by the district. Teachers employed ½ time or more, but less than full time will earn one year of credit on the pay schedule beginning 1996-97 school year
- G. Teachers who are under contract less than full-time will be granted insurance benefits, sick days, and business days prorated as to the terms of their employment. Any exceptions will be made by mutual agreement between the teacher and the board.
- H. Teachers hired before September 1, 1999, who notify the district in writing by April 1st of the year of their retirement will be paid a terminal leave payment, representing a percentage of their salary during the teacher's last year of service to the district as follows: 5% for 10 years of service, 10% for 20 years of service, 15% for 25 years of service, and 20% for 30 years of service. Payment to the district specified special pay plan will be made by October 15th of the year of retirement.
- I. Teachers will be paid no later than 30 days following the end of the school year for any sick days accumulated above 120 at the rate of \$25.00/sick day. After ten

years of service to the Pewamo-Westphalia School system teachers will be compensated at the rate of \$25.00 for each accumulated unused sick day upon termination of their services. Compensation amounts greater than \$2,000 shall be paid via the district specified special pay plan; amounts less will be paid through standard payroll.

- J. The Board may reimburse teachers for any loss, damage, or destruction of clothing or personal property, excluding money, not covered by the teacher's personal insurance, while on assigned duty, the loss not being the fault of the teacher. The Board's responsibility shall not exceed two hundred fifty dollars (\$250) to any individual for any one (1) incident.
- K. Teachers shall not receive compensatory time.

ARTICLE XVII, SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE XVIII, WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIX, NO STRIKE

The Association and Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, including its officers, shall not authorize, instigate, cause, aid, encourage, ratify or condone a slowdown or stoppage of work, in the school system during the life of this Agreement.

ARTICLE XX, FRINGE BENEFITS

- A. For the 2018-2019 school years, the Board shall contribute an amount equal to that determined annually by the State of Michigan for “hard cap” health insurance premiums. For ancillary insurance (Dental, Vision, and LTD), the Board shall contribute an amount of not more than 80% of these costs to the district.
- B. The Board will make payment of insurance premiums for each teacher to assure coverage for the full twelve-month period commencing August 1, and ending July 31, for all teachers who complete their contractual obligations.
- C. All teachers not electing health care protection shall receive three hundred and eighty dollars (\$380) per month.
- D. The Board shall pay the premium of a Long Term Disability benefit at sixty-six and two-thirds percent (66 2/3%) of salary. Benefits will commence ninety (90) calendar days after disability occurs and will continue as long as the teacher meets the criteria of the MESSA Insurance rider with costs to follow Article XXIII, Letter A, of this Agreement.
- E. Additional programs, if authorized by the Board, will be available at the teacher's expense through payroll deductions.

If an Emergency Financial Manager is appointed by the state under the Fiscal Accountability Act, the Emergency Manager may reject, modify, or terminate the collective bargaining agreement in their sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE XXI, 2018-2019 SALARY SCHEDULE

| STEP | BA | MA | MA + 30 |
|-------------|----------|----------|----------|
| 1 | \$37,068 | \$40,781 | \$42,748 |
| 2 | \$37,981 | \$41,786 | \$43,805 |
| 3 | \$38,920 | \$42,819 | \$44,886 |
| 4 | \$39,879 | \$43,875 | \$45,997 |
| 5 | \$40,864 | \$44,961 | \$47,134 |
| 6 | \$41,873 | \$46,073 | \$48,301 |
| 7 | \$42,907 | \$47,211 | \$49,494 |
| 8 | \$45,300 | \$49,847 | \$52,258 |
| 9 | \$47,309 | \$52,064 | \$54,582 |
| 10 | \$49,687 | \$54,679 | \$57,330 |
| 11 | \$52,613 | \$57,904 | \$60,707 |
| 12-13 | \$55,355 | \$60,924 | \$63,879 |
| Long 1 (14) | \$57,183 | \$62,939 | \$65,991 |
| Long 2 (16) | \$58,100 | \$63,946 | \$67,046 |
| Long 3 (21) | \$59,013 | \$64,954 | \$68,102 |
| Long 4 (26) | \$59,928 | \$65,960 | \$69,158 |

Any request for a reclassification of a teacher's salary (ie: BA to MA, MA to MA + 30) must be submitted in writing to the Central Office by submitting a *Request for Teacher Salary Classification* form, along with copies of transcripts and other applicable documentation. The new salary classification will become effective at the beginning of the next school year or at the beginning of the next semester, whichever is sooner.

ARTICLE XXII, EXTRA CURRICULAR SALARY SCHEDULE

***Group 1:** Head Varsity Football, Varsity Basketball (boys & girls), Band, Varsity Volleyball, Varsity Baseball, Varsity Softball, Varsity Competitive Cheer, and Head Track.

Year 1: \$4107
Years 2-3: \$4560
Years 4-7: \$5066
Years 8-9: \$5618
Years 10+: \$6235

Group 2: Varsity Golf, Varsity Bowling, Varsity Cross Country, (2) Assistant Football, JV Basketball (boys & girls), JV Volleyball, and JV Football.

Year 1: \$2515
Years 2-3: \$2785
Years 4-7: \$3094
Years 8-9: \$3428
Years 10+: \$3807

Group 3: JV Baseball, JV Softball, High School Play, and Quiz Bowl.

Year 1: \$1586
Years 2-3: \$1649
Years 4-7: \$1833
Years 8-9: \$2036
Years 10+: \$2259

Group 4: Yearbook, High School Student Council, JV Cheerleading, National Honor Society Advisor, **Freshman Boys Basketball, **Freshman Boys Football, **Freshman Girls Basketball, **Freshman Girls Volleyball, PWSTC Advisor.

Year 1: \$1154
Years 2-3: \$1280
Years 4-7: \$1421
Years 8-9: \$1578
Years 10+: \$1748

Group 5: Jr. Class Advisor(s), Sr. Class Advisor(s), MS Student Council, (3) Asst. Track and Asst. Play Director, (2) MS Boys Basketball, (2) MS Girls Basketball, MS Cross, *** (2) MS Track, (2) MS Volleyball, MS Cheer, Robotics.

Year 1: \$820
Years 2-3: \$909
Years 4-7: \$1012
Years 8-9: \$1123
Years 10+: \$1247

Group 6: Sophomore Class Advisor, Freshman Class Advisor and MS/HS Dept. Chairs.

Year 1: \$614
Years 2-3: \$681
Years 4-7: \$763
Years 8-9: \$955
Years 10+: \$1059

Group 7: Elementary Student Council, Teacher Mentors, Elem. Music Director, and each School Improvement Member (max of 8 members).

Year 1: \$378
Years 2-3: \$463
Years 4-7: \$542
Years 8-9: \$617
Years 10+: \$684

***Lunch Duty, Friday Session, Pre-School Screening, Summer School: \$24.00 per hour

All positions on the schedule are non-tenure and may be dropped by the Board of Education due to financial conditions. The board may grant up to 4 years of credit on the extracurricular salary schedule for coaches or advisors with 10 or more years of service at a lower level or at another school district in the same sport.

**Requirement of athletics hosting home (revenue producing) events annually for those in Group 1.*

***Provided there is a minimum of nine (9) players on the team (yearly)*

****Superintendent approval required.*

ARTICLE XXIII, 2018-2019 CALENDAR

| | |
|------------|--|
| Aug. 22 | PD Day. |
| Aug. 23 | PD Day. |
| Aug. 27 | 1 st Day of School. |
| Aug. 31 | No School, 4 Student days and 6 Teacher days in August. |
| Sep. 4 | No School, 19 Student and Teacher days in September. |
| Oct. 10 | Students ½ day, PD in afternoon. |
| Oct. 26 | End of Quarter, 43 days in marking period, 23 Student and Teacher days in October. |
| Nov. 9 | Students ½ day. |
| Nov. 15 | No School. |
| Nov. 22-23 | Thanksgiving Break, 19 Student and Teacher days in November. |
| Dec. 19 | Students ½ day, PD in afternoon. |
| Dec. 20 | Students ½ day, PD in afternoon. |
| Dec. 21 | Students ½ day. |
| Dec. 24 | Holiday Break Begins, 15 Student and Teacher days in December. |
| Jan. 7 | School Resumes. |
| Jan. 18 | Students ½ day, End of quarter, 47 days in marking period. |
| Jan. 21 | No School, PD all day, 18 Student and 19 Teacher days in January. |
| Feb. 15-18 | Mid-Winter Break, 18 Student and Teacher days in February. |
| Mar. 22 | End of quarter, 42 days in marking period. |
| Mar. 25 | Spring Break begins, 16 Student and Teacher days in March. |
| Apr. 1 | School Resumes |
| Apr. 9 | Students ½ day, PD in afternoon. |
| Apr. 19 | No School, 21 Student and Teacher days in April. |
| May 27 | No School, 22 Student and Teacher days in May. |
| Jun. 5 | Students ½ day, PD in afternoon. |
| Jun. 6 | Students ½ day. |
| Jun. 7 | Students ½ day, end of quarter, 48 days in marking period, 5 Student and Teacher days in June. |

DURATION

All articles of this Agreement shall be effective upon ratification and will expire June 30, 2019.

President of School Board

President of Association

Date

Date

Secretary of School Board

Superintendent

Date

Date