

MASTER CONTRACT

Between

**THE PELLSTON BOARD OF EDUCATION
and
NORTHERN MICHIGAN EDUCATION ASSOCIATION**

2008-2010

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SECTION ONE

CONTRACTUAL PROVISIONS

Section 1.1 Education Association Agreement.

The Pellston Public Schools, Board of Education of Pellston, Michigan, hereinafter called "Board" and the Pellston Chapter of Northern Michigan Education Association, MEA-NEA, hereinafter called "Association" hereby enter into the following mutual covenants and agree with one another as follows:

Section 1.2 Recognition.

The Pellston Public Schools Board of Education by former resolution recognizes the Northern Michigan Education Association MEA-NEA, as the exclusive bargaining representative to the extent defined in Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure or probation, certified classroom teachers, guidance counselor, librarians, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding substitute teachers, full time or part time, vocationally certified personnel, supervisory and executive personnel, and office and clerical employees. The term "teacher", when used hereinafter in the Agreement, shall refer to all employees represented by the NMEA, in the bargaining or negotiation unit as above defined, and references to male teachers shall include female teachers.

The Board agrees not to negotiate with any teachers' organization other than that organization recognized as the bargaining representative of the teachers. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance involving the interpretation and application of the provisions of this Agreement, and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given opportunity to be present at such adjustment.

Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Section 1.3 Witnesseth.

It is contemplated that matters not specifically covered in negotiation of this Agreement but of common concern to the parties shall be subject to discussion. Both parties shall have the right to bargain in the usual manner. Any agreement reached as a result of discussions with the Superintendent or the Board becomes, after approval of the Board, an addendum to this Agreement.

Section 1.4 Extent of Agreement.

The parties agree that all aspects of the school calendar except the first day of school are negotiable, including length of the school year, and further agree that the school calendar shall be set forth in Section 1.10. Any deviation shall be by mutual consent.

Section 1.5 Duration of Agreement.

This agreement and provisions hereto, when signed by the proper officers of the Board of Education and Association shall become operative as of September 1, 2008, unless otherwise stated herein, and shall continue through August 31, 2010, and shall continue in full force and effect from year to year thereafter unless written notice is given by either party on or before May 1 of each year thereafter requesting that the agreement or sections thereof be renegotiated. The notice shall contain the sections to be negotiated.

PELLSTON BOARD OF EDUCATION
PELLSTON PUBLIC SCHOOLS

NORTHERN MICHIGAN EDUCATION
ASSOCIATION/MEA/NEA

By Kathy S. Smith
Its President

By Michael J. Zimmer
Chairperson NMEA

By Christopher P. Rypinski
Its Vice President

By Charles T. Henry
Director, NMEA

By Arnold Burkhardt
Board Member

By Walter B. [Signature]
Chief Negotiator Committee

By John Kelly
Board Member

By Lisa M. Kruezel
PEA Negotiating Committee

By Walter J. [Signature]
Superintendent

By Deanne M. Wolford
PEA Negotiating Committee

Section 1.6 Maintenance of Standards

All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hour relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of the Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association except as provided in 2.1.

Section 1.7 Association Dues or Fees and Payroll Deductions

- A. All certified teachers, employed by the District, which positions are contained within the bargaining unit and/or not excluded from the bargaining unit by Section 1.2., thirty (30) days after the commencement of employment shall have deducted from their pay monthly either:
 - 1. Membership dues of the Association (including NMEA, MEA and NEA) or
 - 2. Representation service fees of the Association not to exceed the amount of dues uniformly required of members of the Association.
- B. Teachers may pay Association dues or the representation service fees directly to the Association in lieu of deduction.
- C. The Association shall certify to the Board at the beginning of each school year, the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Board shall provide to the Association a list of teachers employed or to be employed by the Board, along with the full or part time status of each teacher. The Association shall also certify to the Board as soon as the amount is known, the amount of the monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, within five (5) working days after the end of the month in which the deductions were taken, provided that when a teacher objects to the proper amount of such deduction, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the proper amount of the deduction has been determined in the appropriate administrative and/or judicial forums.

The Association agrees to defend, indemnify and hold harmless the Public Schools of Pellston, its Board of Education, individual school board members, past and present, administrative employees and agents against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including but not limited to back pay damages and all court or administrative costs that may arise out of or by reason of any action taken by the Board or its agents for the purpose of complying with the terms of this Article. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies arising out of any claims or demands that are brought or made due to this Article. It is

expressly understood that the Association has the right to select counsel, if necessary, for any defense necessary under this Article and shall have the sole discretion regarding the settlement of any claims to which the Association may be responsible.

The Association agrees that it will take no action claiming or supporting the claim that its agreements in this section pertaining to defense, indemnification, and holding harmless are void or unenforceable. Further, in the event that it is ever determined that the Association's agreement to indemnify and/or hold harmless is void or unenforceable, this shall not affect the Association's duty to defend same and assume all costs and expenses regarding defense, nor shall it affect the association's duty to indemnify and/or hold harmless.

- D. Each such teacher and the Association hereby authorize the Board to rely upon and honor certifications of the Association regarding the amounts to be deducted.
- E. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessments, and Contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments, and contributions from the regular salary check of the bargaining unit member each month for 10 months, beginning in September and ending in June of each year.
- F. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the Employer.

Section 1.8 Grievance Procedure.

- A. Definitions:
 - 1. A grievance shall mean an allegation by an identified teacher or group of teachers, or the "grievance" shall mean an allegation by the Association, of a violation of the express terms of this Agreement. A "grievance" shall not include any of the following:
 - a. The termination of services or failure to employ or re-employ any teacher to a position on the extra-curricular schedule;
 - b. Contents of teacher evaluations;
 - c. 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 (i.e. discharge and/or demotion).
 - 2. The "aggrieved person" is the making the claim.
 - 3. The term "teacher" includes any individual who is a member of the Bargaining Unit covered by this contract.

4. A "party of interest" is the person who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean work days unless otherwise stated as a calendar day.

B. Procedure:

1. Any teacher, group of teachers, or the misinterpretation or misapplication of any provisions of this Agreement shall, within ten (10) work days of knowledge of the occurrence, orally discuss the grievance with the building principal in an attempt to resolve same.
2. If no resolution is obtained within ten (10) work days of the discussion, the teacher/Association shall file a written grievance with the principal. The "Statement of Grievance" shall specify the sections of this Agreement alleged to be violated by appropriate reference, shall state the contention of the teacher with respect to these provisions, shall indicate the relief requested, and shall be signed by the teacher or the Association representative involved.
3. Within ten (10) days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting.
4. If, at the meeting, the parties cannot agree, the grievance shall be promptly transmitted directly to the superintendent. He shall have ten (10) days from receipt to approve or disapprove it. If the grievance shall be denied by the superintendent, the grievance shall immediately be transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved.
5. Within one (1) month from receipt of the grievance, the Board shall pass upon the grievance. Within one (1) month from receipt of The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of 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 more than one (1) month after its submission to the Board.
6. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator, selected by the parties. If the parties can not agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any grounds, or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and

necessary travel and subsistence expenses, will be born equally by the Board and the Association.

If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid him.

Section 1.9 Negotiation Procedure

Negotiations shall begin by June 1 of the expired year.

Section 1.10 Calendar

The school calendar is attached as part of Section 1.10 of this agreement. The calendar covers a period of 173 days including teacher work days, or days and work days (including in-service time) equal to at least 1098 hours as approved by the State of Michigan. Any changes from this calendar will be discussed with the Association and subject to approval by both parties.

PELLSTON PUBLIC SCHOOLS

2008-09 CALENDAR

FULL SCHOOL DAY, Middle/High = 8:10 A.M. - 3:15 P.M. & HALF DAY = 8:10 A.M. - 11:35 A.M.

FULL SCHOOL DAY, Elementary = 8:07 A.M. - 3:15 P.M. & HALF DAY = 8:07 A.M. - 11:35 A.M.

Middle/High School Lunch = 30 Minutes, Elementary Lunch = 35 Minutes

Full Day, Middle/High School = 395 Minutes Full Day, Elementary School = 393 / Half Day, All = 205 Minutes

SEPTEMBER	Mon	Tue	Wed	Thu	Fri
	Last week of Summer Break - No School				
	Labor Day	TW/TI	03	04	05
	08	09	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			

FEBRUARY	Mon	Tue	Wed	Thu	Fri
	02	03	04	05	06
	09	10	11	12	TI
	NS	17	18*	19*	20
	23	24	25	26	27

OCTOBER			01	02	03
	06	07	08	09	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	TI	30	31

MARCH					
	02	03	04	05	06
	TI	10	11	12	13
	16	17	18	19	20
	23	24	25	26	NS
	NS	Spring Break Begins			

NOVEMBER					
	03	04	05	06	07
	10	11	12*	13/*	14
	17	18	19	20	21
	24	25	26/ THANKSGIVING		

APRIL					
	SPRING BREAK WEEK				
	NS	07	08	09	NS
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	

DECEMBER					
	01	02	03	04	05
	TI	09	10	11	12
	15	16	17	18	19
	CHRISTMAS & NEW YEAR'S HOLIDAY BREAK				

MAY					
					01
	04	05	06	07	08
	11	12	13	14	15
	18	19	20	21	22
	NS	26	27/TW	28/TW	NS

JANUARY					
	05	06	07	08	09
	12	13	14	15	16/
	19	20	21	22	23
	26	27	28	29	30

- | | |
|---|---|
| <p>Sep. 02 = Teacher ½ Work Day, ½ In-Service Day</p> <p>Sep. 03 = First Student Day</p> <p>Oct. 29 = Teacher In-Service Day, No School</p> <p>Nov. 12 = Evening Conferences, 6-12</p> <p>Nov. 13 = Parent-Teacher Conferences, K-12, Half Day
Evening Conferences, K-5</p> <p>Nov. 26 = Half Day, Thanksgiving Holiday</p> <p>Nov. 27 = Thanksgiving Holiday</p> <p>Nov. 28 = Day After Thanksgiving Holiday</p> <p>Dec. 8 = Teacher In Service</p> <p>Dec. 22- Jan. 2 = Christmas/New Year Holiday Break</p> <p>Jan. 05 = School Resumes</p> <p>Jan. 16 = Half Day & End of 2nd Marking Period/End of Semester</p> <p>Feb. 13 = Teacher In-Service Day, Student Mid-Winter Break</p> <p>Feb. 16 = Mid-Winter Break</p> <p>Feb. 18 = MS/HS Evening Conferences</p> <p>Feb. 19 = Elementary Evening Conferences</p> <p>Mar. 9 = Teacher In-Service Day</p> <p>Mar. 20 = End of 3rd Marking Period</p> <p>Mar. 27 - Apr. 6 = Spring Break</p> <p>April 10 = Good Friday, No School</p> | <p>May 25 = Memorial Day Holiday</p> <p>May 27 & 28 = ½ Days Finals Testing, ½ Days Teacher
Work Days (P.M.)</p> <p>May 31 = Graduation Day, 2009</p> |
|---|---|

TW = Teacher Work Day
 TI = Teacher Inservice
 NS = No School
 * = Parent Teacher Conference Day
 / = ½ Day

PELLSTON PUBLIC SCHOOLS

2009-10 CALENDAR

FULL SCHOOL DAY, Middle/High = 8:10 A.M. - 3:15 P.M. & HALF DAY = 8:10 A.M. - 11:35 A.M.

FULL SCHOOL DAY, Elementary = 8:07 A.M. - 3:15 P.M. & HALF DAY = 8:07 A.M. - 11:35 A.M.

Middle/High School Lunch = 30 Minutes, Elementary Lunch = 35 Minutes

Full Day, Middle/High School = 395 Minutes Full Day, Elementary School = 393 / Half Day, All = 205 Minutes

SEPTEMBER	Mon	Tue	Wed	Thu	Fri	FEBRUARY	Mon	Tue	Wed	Thu	Fri
		01	TW	03	04		01	02	03	04	05
	Labor Day	08	09	10	11		08	09	10	11	TI
	14	15	16	17	18		NS	16	17*	18*	19
	21	22	23	24	25		22	23	24	25	26
	28	29	30								
OCTOBER				01	02	MARCH					
	05	06	07	08	09		01	02	03	04	05
	12	13	14	15	16		TI	09	10	11	12
	19	20	21	22	23		15	16	17	18	19
	26	27	TI	29	30		22	23	24	25	26
							29	30	31		
NOVEMBER						APRIL					
	02	03	04	05	06/					01	NS
	09	10	11*	12/*	13					SPRING BREAK WEEK	
	16	17	18	19	20		NS	13	14	15	16
	23	24	25/ THANKSGIVING				19	20	21	22	23
	30						26	27	28	29	30
DECEMBER						MAY					
		01	02	03	04		03	04	05	06	07
	TI	08	09	10	11		10	11	12	13	14
	14	15	16	17	18		17	18	19	20	21
	CHRISTMAS & NEW YEAR'S HOLIDAY BREAK						24	25	26	27	28/
							NS				
JANUARY											
	04	05	06	07	08						
	11	12	13	14	15/						
	18	19	20	21	22						
	25	26	27	28	29						

- Sep. 02 = Teacher ½ Work Day, ½ In-Service Day
- Sep. 08 = First Student Day
- Oct. 28 = Teacher In-Service Day, No School
- Nov. 6 = End of 1st Marking Period
- Nov. 11 = Evening Conferences, 6-12
- Nov. 12 = Parent-Teacher Conferences, K-12, Half Day
Evening Conferences, K-5
- Nov. 25 = Half Day, Thanksgiving Holiday
- Nov. 26 = Thanksgiving Holiday
- Nov. 27 = Day After Thanksgiving Holiday
- Dec. 7 = Teacher In Service
- Dec. 21- Jan. 1 = Christmas/New Year Holiday Break
- Jan. 04 = School Resumes
- Jan. 15 = Half Day & End of 2nd Marking Period/End of Semester
- Feb. 12 = Teacher Work Day, Student Mid-Winter Break
- Feb. 15 = Mid-Winter Break
- Feb. 17 = MS/HS Evening Conferences
- Feb. 18 = Elementary Evening Conferences
- Mar. 8 = Teacher In-Service Day
- Mar. 12 = End of 3rd Marking Period
- April 2 - 12 = Spring Break
- May 28 = ½ Days Finals Testing, ½ Days Teacher Work Day (p.m.)

TW = Teacher Work Day
 TI = Teacher Inservice
 NS = No School
 / = ½ Day
 * = Parent Teacher Conference Day

SECTION TWO

EMPLOYMENT RELATIONSHIPS

Section 2.1 Vacancies, Transfers

- A. A vacancy is defined as a position without an incumbent because the position is newly created or the person holding the position has resigned, retired, or been discharged and the Board has determined that the position should be filled.
- B. Vacancies occurring within the bargaining unit, including newly created positions, shall be posted on a designated bulletin board in each district building along with a copy of such posting to the Association. Positions as above described shall be posted at least ten (10) school days prior to being filled. Bargaining unit members may apply for such position by submitting a written application to the personnel office within the posting period.
- C. Applicants will be notified (1) at their last known address, (2) by phone, (3) by e-mail, or (4) via the bi-weekly paycheck should a vacancy occur during the summer.
- D. Whenever a vacancy occurring during the school year (i.e., when regular school is in session) the following procedure will be followed:
 - 1. Fill the vacancy by recalling a laid off bargaining unit member who is certified and qualified for the vacancy.
 - 2. Fill the vacancy temporarily until the end of the school year. In the event such a vacancy is filled temporarily until the end of the school year, it shall subsequently be posted so that interested faculty personnel may apply to be employed in the vacancy effective at the start of the following school year.
- E. The right of determination of teacher employment and assignment is vested in the Board of Education, or its designated representative.
- F. An involuntary transfer such as a change in department or physical plant, will be made only in the case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reasons for such a transfer.
- G. The Board supports filling professional staff vacancies including vacancies in supervisory positions from within the district. Further, it is the Board's intentions to fill every vacancy with the best available candidate. Vacancies shall be filled on the basis of experience, competency and certification of the applicant. With all other qualifications being equal, preference may be given to current staff. Interviews will be granted to all qualified applicants from within the system.

- H. The Superintendent will notify the Association of all vacancies in administrative positions and shall identify and recommend the appointment of qualified individuals to fill vacant administrative positions. The Board reserves the right to reject any and all recommendations and to proceed on its own initiative.
- I. Any teacher who shall be transferred to an Administrative or executive position and shall later return to teaching status, shall be entitled to retain such rights as he may have had under this agreement prior to such transfer to a supervisory or executive status.

Section 2.1 B Transfer and Reassignment

- A. Teachers who request a change in grade or subject assignments, or request to transfer to another building will file a written statement of such desire with the Superintendent of Schools prior to March 1, in so far as possible. Such statement shall include in order of preference, the grade, or subject to which s/he desires to be transferred. The request must be renewed annually. The Superintendent, or his/her designated representative, shall give consideration to the preference requested, but may deny transfer if, in his/her opinion, it is in the best interest of the students, teacher and district.
- B. In making transfers and/or reassignments, the Employer will consider professional qualifications, background, attainments, instructional requirements, service to the school district, professional preferences of teacher, and other relevant factors as they relate to all applicants from within the school district, as well as outside the school district. The Employer declares its support of a policy for filling vacancies from within its own teaching staff whenever qualifications are equal to or better than other candidates who apply from the outside. Interviews shall be granted to internal candidates when external candidates are being considered.
- C. It is understood between the parties that Transfers and/or Reassignments may be made by the Employer due to:
 - 1. Enrollment fluctuations
 - 2. State and/or federal requirements (example: ESEA and/or NCLB requirements/guidelines, certification and qualification requirements, etc.)
 - 3. To accommodate changes in curriculum.
- D. It is understood between the parties that at times only a portion of a transfer or reassignment may need to be made. In such cases, the Employer reserves the right to delete an old position and post a new position as needed to meet requirements.
- E. Transfers and reassignments will not violate the requirements of Section 2.6.
- F. In the interest of Quality Education, the Association and the Administration agree to address the issue of too many inexperienced (new to grade level) teachers at any one grade level. If this situation presents itself at any level of K-6 the Administration and the Executive Board

of the Association will agree on a plan to eliminate the concern.

The administration will notify the Association and the teachers when they determine positions(s) are being reduced due to enrollment fluctuations, per 2.1B subsection C.1. All K-6 teachers are to reply within 30 days with their teaching preference for the next year.

The Executive Board of the Association and the Administration will then meet and determine who will move the following year by using the following rubric as a guide that ranks seniority, preference of member, experience at specific grade level opening and number of years since last moved in this order.

The decision of the committee is final.

Enrollment Fluctuation Rubric

The teacher with the highest score would be the first one to be considered for reassignment

Teacher Name	Seniority Ranking Rank starting with one for the least senior teacher	Preference Ranking Prefers move 2 No Preference 1 Prefers no move 0	Years of grade level experience in current opening (To be ranked starting with one for least years)	Number of years without moving Rank starting with one for the teacher with the most recent move

Section 2.2 Association Rights

Pursuant to Act 379, of the Public Acts of 1965, the Board shall hereby agree that every employee of the Board shall have the right to freely organize, join and support an Association for the purpose of engaging in collective bargaining of negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color 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 reason of his membership in an Association. His participation in any activities of an Association or collective professional negotiations with the Board, or his institution of any grievances, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

The Association and its members shall have the right to use school building facilities as stated under existing school board policies. No teacher shall be prevented from wearing insignia, pins or other identification of membership in an Association off school premises. Bulletin boards and other established media or communication shall be made available to the Association and its members provided these bulletin boards and media are restricted to teacher communications and further provided that such communications relate to the official business of the employee organization, such as notice of meetings or social events, announcements of results of employee organization meeting or elections, and the like, and signed by a designated employee organization official.

The Board agrees to furnish to the recognized negotiation unit in response to reasonable requests from time to time 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.

Section 2.3 Innovative and Experimental Programs

Innovative and experimental programs will come from the school improvement committee and be subject to approval by the Board of Education.

Section 2.4 Teacher Qualifications and Assignments

Only those teacher candidates that meet or exceed the minimum teacher certification requirements (as outlined by the State of Michigan and its teacher certification agencies and/or departments) and ESBA standards where applicable may be employed by the Board for a regular teacher assignment.

A person who is eligible for the Michigan substitute, temporary or emergency certification shall be employed only in cases of extreme necessity and where the teacher has outstanding credentials. In no event will such a person be employed in a regular full-time position for the remainder of the school year.

Teachers shall not be assigned outside the scope of their teaching certificate and qualifications or their major or minor field of study, or area of certification, except temporarily and for good cause; and the Association shall be so notified in each instance, along with a written statement of reasons for such assignment or transfer. Temporary shall be defined for purposes of this Article as not to extend beyond the remainder of the school year. The Association shall be notified in each instance, and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certified person.

In so far as is possible, all teachers shall be given written notice of their tentative teaching assignment for the forthcoming year prior to the end of the school year. In the event that changes in such schedules are proposed, all teachers affected shall be notified and consulted. If the change occurs during the summer break, the affected teachers who are in the area, or who have left summer telephone numbers with the Superintendent will be consulted.

All professional staff shall have on file with the Superintendent of Schools up-to-date official transcripts, certificates and record of credits earned toward advanced degrees. Official records must be filed with the Superintendent of Schools no later than September 15.

Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties, and summer school courses, shall not be obligatory, but shall be with the consent of the teacher.

Upon approval of the administration, teachers may be permitted to voluntarily assist temporarily (one class period

or less) with another teacher's class load. Any teacher asked has the right to refuse. Any teacher asked by their administrator and who agrees to use planning time to assist with another teacher's class load shall receive equal compensatory time off with scheduling of such time off granted with the approval of the administration.

If a teacher shall be asked to teach more than the normal teaching load as set forth in this article, he shall receive the ratio of one to total number of hours in school day as additional compensation. Teachers shall not be assigned extra teaching periods without their consent.

Section 2.5 Evaluation

- A. The parties recognize the importance and value of a procedure for assisting and evaluation of the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals. It is understood that the teacher evaluation shall include the teacher's total performance of contracted responsibilities.

- B. An evaluation cycle shall be defined as having: 1) a pre-observation conference; 2) work site observation(s); 3) post-observation conference(s); and 4) a written evaluation with the first and last observations occurring at least sixty (60) calendar days apart.

- C. Probationary Teacher
 - 1. If a probationary teacher is employed for at least one (1) full year:
 - a. The teacher will be provided with an individualized development plan (IDP) developed within 20 work days of the first day of school by appropriate administrative personnel in consultation with the individual teacher.
 - b. The annual year-end performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) calendar days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and administration.

- D. Tenured Teacher
 - 1. Tenured teachers will be provided with a performance evaluation at least once every three (3) years or every year if necessary.
 - 2. The performance evaluation required every three (3) years shall be based on, but is not limited to one classroom observation after the start of the school year.
 - 3. If the teacher has received a less than overall satisfactory performance evaluation, the teacher will be provided with an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher. This teacher's evaluation shall include at last an assessment of the teacher's progress in meeting the goals of his or her individualized development plan (IDP). If more than one classroom observation is conducted, the first and last observation will occur at least sixty calendar days apart.

- E. The professional staff evaluation process will be administered in the following manner:
1. The observation cycle shall not occur prior to October 1 nor later than May 15 of a school year.
 2. No observation shall unduly interfere with the normal teaching-learning process.
 3. The administrator(s) evaluation shall be sent to the Central Office and placed in the personnel records by the end of the school year.
 4. A teacher who disagrees with an evaluation or recommendation made by this evaluation procedure may submit a written answer no later than the beginning of the next school year which shall be attached to the file copy of the evaluation in question.
 5. All evaluators shall be building administrators within the school system. (ie. Principal or Assistant Principal)
- F. All formal monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- G. A formal observation of the teacher shall be for not less than one class period or the duration of a particular learning activity.
- H. Within 10 work days of the first observation, the administrator will hold a post observation conference with the teacher to discuss the observation. Also a written draft will be prepared after the first (1st) observation and the teacher will be given a copy within ten (10) work days. Within ten (10) work days of the second observation, the administrator shall prepare a draft of a written report and hold a post-observation conference with the teacher to discuss the draft. Within ten (10) work days of the conference, the administrator shall prepare and submit a final written report and recommendation to the teacher.
- I. If an administrator makes a recommendation to the Superintendent to deny a probationary teacher a contract for the ensuing year, a copy of said recommendation shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall, within ten (10) days, have an opportunity to submit additional information to the superintendent.
- J. Failure of the Board to follow any provision of this agreement with respect to the evaluation of teachers shall result in restoring any teacher against whom action has been taken to full teaching status with appropriate compensation and the record surrounding the events in question shall be destroyed.

Section 2.6 Reductions in Personnel, Seniority, Recall

- A. No later than thirty (30) days following the ratification of the agreement, and by September 30 thereafter, the Employer shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit and shall be computed from the bargaining unit member's first day of work since the most recent date of hire. All bargaining unit members shall be ranked on the list in the order of their date of hire. In circumstance of more than one individual having the same first day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
- B. The seniority list shall be published and distributed to all teachers of the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and distributed as they are made.
- C. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause. However, seniority is retained if severance of employment is due to layoff or leave of absence. In cases of layoff, bargaining unit members so affected shall retain all seniority accumulated as of the effective date of layoff.
- D. In the event the Board determines that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those teachers possessing current teaching certificates with the longest period of continuous service in the school district who are qualified to teach in those areas or disciplines to be preserved. The Board, through its administrative staff, shall:
 - 1. Identify the positions or portions of positions being eliminated, reduced, or those positions (or portions thereof) which the current bargaining member does not hold the appropriate certification, credentials, or training, and
 - 2. Identify teachers for layoff that are or have become less than fully certified and/or qualified for a specific position to be laid off first, provided there are fully certified and/or qualified teachers to replace them and perform the duties of the positions remaining, and
 - 3. If reduction is still necessary, then probationary teachers in the identified positions being reduced or eliminated will be laid off, provided there are fully certified teachers to replace and perform all the duties of the laid off teachers.
 - 4. Teachers in the specific positions being reduced or eliminated will be notified, and shall have the right to replace a less senior teacher within the notified teacher's area of certification, qualification, and other current state and/or federal requirements.
- E. Qualifications for placement in position shall be based solely on the valid state teaching certificate(s) or license(s) held by the affected bargaining unit member.
- F. For a period of three (3) years after the effective date of the termination of the teacher's services, a teacher whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district for which the teacher is certified and qualified. Said recall shall be in reverse order of layoff.

- G. Refusal of an equivalent (i.e. part-time or full time) offer from the Employer of a position for which the laid off bargaining unit member is certified/qualified, or failure to respond within twenty (20) work days of the receipt of a written offer of a position made by the Employer shall be cause for termination.
- H. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the bargaining unit member's last known address. It shall be the responsibility of each bargaining unit member to notify the Employer of any change of address.
- I. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its personnel in the consolidated district.

Section 2.7 Discipline of Teachers.

- A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association.
- B. Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, will be promptly called to the attention of the teacher.
- C. If a teacher is to be disciplined or reprimanded by the Board or its agents, he shall be entitled to have a representative of the Association present.
- D. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.

Section 2.8 Rights of the Board.

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:

- A. To executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- B. To hire all employees and subject to the provisions of law, determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
- D. 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;

- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to the terms and conditions of employment. To determine duties, responsibilities and assignments with respect to administrative and non-teaching activities.
- F. The right to adopt reasonable rules and regulations.

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

Section 2.9 Joint Instructional Council and In-Service Teacher Development.

Any time a committee is formed requiring teacher representation, the president of the Teachers' Association shall be notified so that he/she may conduct proper procedures for election or appointment of teacher(s) to serve on said committee.

Section 2.10 Teacher Rights.

- A. A teacher will have the right to review the contents of all records of the district pertaining to said teacher, originating after original employment and to have a representative of the Association accompany him/her in such review. Each teacher's personal file shall contain the following items of information:
 - (1) All teacher evaluation reports
 - (2) Copies of the annual contracts
 - (3) Teaching certificate
 - (4) Transcript of academic records
 - (5) Tenure recommendation
- B. No material originating after original employment will be placed in his personal file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his file is inappropriate or in error, he may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- C. Should the District receive a Freedom of Information (FOIA) request for any teacher's file or portion thereof, the district will immediately notify the teacher of said request. Furthermore, the district agrees to take the maximum time allowed by the law to respond to that request unless the teacher requests the FOIA request be responded to sooner. (Refer to Section 2.2 Association Rights)

Section 2.11 School Improvement

- A. The Board, Administration, Teachers and Association recognize the necessity of maintaining on-going district-wide school improvement plans and importance of establishing educational quality as a fundamental priority and shared goal of the parties.
- B. Building and District School Improvement Teams shall be established to develop school and district school improvement plans as required in Section 1277 of the Revised School Code, Elementary and Secondary Education Authorization (ESEA) and No Child Left Behind (NCLB), School Board Members, School Building Administrators, Teachers, other school employees, parents and pupils shall be invited and allowed to voluntarily participate in the planning, development, implementation and evaluation of the district's school improvement plans.
- C. The School Improvement Team is not designed to address collectively bargained areas of salary, fringe benefits, employee performance or matters established in statute such as the Public Employees Relations Act and the Michigan Tenure Teachers Act.
- D. The Board shall ensure that decisions made at the school building level are made using a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality education. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.

Section 2.12 Commitment to In-Service

In-service and professional development programs will be developed through the school improvement process.

SECTION THREE

TEACHING CONDITIONS

Section 3.1 Student Discipline, Teacher Protection

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take steps within its means to relieve the teacher of responsibilities with respect to such pupil, upon recommendation of the classroom teacher and approval of the Principal.
- B. Any case of assault upon a teacher while in pursuit of his employment, shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued as a result of any reasonable action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, until such time as MBA renders assistance.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- E. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.
- F. The Board will carry a liability insurance to protect the teachers from any action taken against them as a result of complaints made against them while they are engaged in sponsoring any school-related activities, such as class trips, dances, etc.
- G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- H. 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, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- I. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being as identified by the school safety committee.

Section 3.2 Instructional Materials

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires and similar materials are tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific, and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such education tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association.
- B. Lesson plans shall be available in the teachers classroom at all times and in sufficient detail so that a substitute teacher can adequately complete instruction in the material covered. Sufficient detail is defined as: A detailed description of each lesson to be taught, materials to be used to teach the lesson, written work to be completed and the appropriate homework assignment.

Section 3.3 School Equipment

The Board agrees at all times to keep the schools reasonably equipped and maintained, including computers.

Section 3.4 Teaching Facilities

The Board agrees to make available in each school facilities to aid teachers in the preparation of instructional material.

The Board shall make available in each school, adequate lunchroom, restroom and lavatory facilities exclusively for teacher use, and at least one room, appropriately furnished, which shall be reserved for use as a faculty work room.

The Board shall provide:

- A. A separate desk for each teacher in the district with a lockable drawer space.
- B. Suitable closet space for each teacher to store coats, overshoes and personals.
- C. Adequate marker board space in every classroom.
- D. Copies, exclusively for teacher's use, of text for each course to be taught where applicable.
- E. Adequate storage space in each classroom for instructional materials.
- F. Adequate attendance books, supplies and other such material for daily use.
- G. Telephone facilities to be made available for their reasonable use.
- H. Adequate off-street parking facilities, reasonably protected from vandalism and properly maintained and identified exclusively for teacher use.

Section 3.5 Teaching Hours

The teacher's normal hours of attendance in the school system shall be as follows: All teachers are required under this contract to be in the school complex by 8:00 a.m.. Classes shall not begin prior to 8:10 a.m. without reducing by an equal amount of time the teacher dismissal time at the end of the school day, or go beyond 3:15 p.m.. Teacher dismissal time to be 3:20 p.m. Teacher time to be 3:20 p.m., except for days when there are faculty meetings which were scheduled in such a way as to allow 24-hour notice, and except on Fridays and days before holidays when teachers shall be allowed to leave the building at the same time students are dismissed.

By October 1st of each school year a schedule for faculty meetings will be established and posted, i.e. 1st and 3rd Thursdays. Faculty meetings, except in emergency situations, should be no more than two (2) per month (one per month when there is a scheduled in-service). Additionally, the principal may call up to four (4) additional meetings per year, on a subject level, for the purpose of curriculum. Faculty meetings and curriculum meetings will be no longer than one hour beyond the end of the teacher work day unless the participants mutually agree for the meeting to be longer.

Teachers are encouraged to remain for a sufficient period after the close of the pupil's school day to attend to those matters which properly require attention at the time, including consultations with parents. The teacher may request the building principal to be present if he feels that such assistance is warranted.

Each teacher shall be entitled to lesson preparation time each week as follows:

- A. Elementary (Grades K-5). K-5 teachers shall receive a planning period when responsibility for their class has been assumed by another teacher for special instruction such as physical education, art, and music and when the students are assigned to be on recess. The aggregate planning time shall not be less than 260 minutes per week.
- B. Secondary (Grades 6-12). Grade 6-12 teachers shall receive daily planning time. The aggregate planning time shall not be less than an average of 260 minutes per week. Note: Self contained 6th grade will be treated as in A, above.

Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists and during recess periods. It is further understood that the primary purpose of planning time is to provide teachers time to plan and prepare for classroom instruction. It is further understood that teachers will remain in the building and be available.

All teachers shall be entitled to a duty-free lunch period of thirty (30) minutes.

Section 3.6 Class Size and Teaching Conditions

It is agreed that the maximum class pupil load per teacher per day on the secondary level or departmentalized basis not exceed 180 pupils.

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also 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.

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.

<u>Grade</u>	<u>Recommended</u>
Kindergarten	22
1st - 2nd Grade	22
3rd - 5th Grade	25
6th - 12th Grade	30

Because most educators feel the pupil-teacher ratio is an important aspect of an effective educational program, the Board will make a continuing effort to reach the recommended standards as mentioned above. (Exceptions are traditional large group instruction). Anyone who has to teach an overload can make arrangements with the Superintendent for paraprofessional or volunteer aid.

When special education students are mainstreamed into the regular classroom, every possible effort will be made to equally distribute such students to all classrooms.

Section 3.7 Night Parent/Teacher Conferences

The employer may schedule evening parent/teacher conferences (not to exceed two per year from 5:00 p.m. - 7:30 p.m.) for the purpose of providing increased opportunity for parents whose employment or responsibilities prevent attendance at day conferences to communicate with teachers concerning their child's progress. Conferences will be scheduled in November and February of each school year. November conferences will include an afternoon and evening session and February conferences will include an evening session.

Section 3.8 Mentor/Mentee Program

- A. Any new teacher employed by the district shall be assigned by the Administration to a mentor teacher who shall act as a mentor to the teacher. A mentor shall not have more than two (2) mentees assigned to them at any given time.
- B. Selection of the mentor teacher shall be as follows:
 - 1. A mentor teacher shall be a tenured teacher.
 - 2. Participation as a mentor teacher shall be voluntary. The administrator shall select from a pool of available volunteers the one who is best suited for work with the mentee, i.e. in the same building.

3. The appointment shall be renewed annually or changed if by mutual agreement the mentor/mentee arrangement is not working as it should.
- C. The mentor teacher shall not be expected to act in an evaluative, disciplinary or supervisory capacity over a mentee. The mentor teacher shall not be required to provide information for use in such administrative functions regarding the mentee assigned. The function of mentoring shall not be included in the mentor teacher's evaluation.
 - D. The Board shall provide appropriate resources and support including adequate released time if it is requested by the mentor teacher, to ensure the success of the program. The mentor will conduct at least one planned classroom visit prior to the mentee's formal evaluations. The Board will also cooperate with other districts, colleges or universities and the Intermediate School District in the implementation of the program.
 - E. Up to fifteen (15) days of release time for professional development shall be provided to new teachers over the first three years of employment. The mentor teacher shall assist the mentee in planning and implementing the professional development and with the implementation of their Individual Development Plan.
 - F. Mentor teachers shall be paid: Five Hundred (\$500.00) Dollars per year for the mentee's first year; Four Hundred (\$400.00) Dollars per year for the mentee's second year; Three Hundred (\$300.00) Dollars per year for the mentee's third and fourth year or until the mentor/mentee relationship is dissolved. If the mentee is a tenured or formerly tenured teacher the mentor shall be paid Three Hundred (\$300.00) per year.

The mentor will perform the following activities after the duty day:

1. Spend approximately 45 minutes of planned time with the assigned mentee two times per month to discuss problems they may be encountering. This time includes weekly in person or telephone contacts and, if the mentee is having difficulty, impromptu contacts. By mutual agreement, the above times may decrease after the second year.
 2. Document all dates of conferences, personal contacts and classroom visits with the assigned mentee in a conference log which is to be provided to the principal at the end of each semester.
 3. Suggest current research, provide insight and suggestions for improving instruction in both the mentee's subject area and in classroom management strategies.
- G. The mentor will attend the District's Mentor Training as provided by the Administration.

SECTION FOUR

LEAVES OF ABSENCE

Section 4.1 Professional, Personal, Association Leaves

- A. A teacher shall be released from regular duties without loss of pay for the purpose of attending a selected professional conference(s), as approved by the Superintendent of Schools. Approval of such leave may be granted by the administration if it promotes professional growth.

The Board agrees to pay the necessary expenses of motel/hotel, mileage, registration fee, and meals for teachers attending selected professional conferences.

- B. At the beginning of each school year each full time teacher shall be credited with three (3) Personal Leave days (part time teachers 2 days). Personal leave days may not be used immediately before or immediately after a holiday or vacation period. A teacher planning to use a Personal Leave day, or days, shall notify his principal at least one (1) day in advance, except in the case of an emergency. No more than a total of four (4) teachers from both buildings will be granted Personal Leave for the same date, unless the Superintendent has issued special authorization for additional teachers to use Personal Leave days. Days shall be granted on a first-come basis. In the event there is a need to break a tie, the seniority shall determine which teacher gets the leave (i.e., most seniority, etc.). The use of Personal Leave during the last two weeks of school is discouraged by the Association and Administration and will require a written reason for such use and approval by the Administration. In the event of an emergency, additional days may be approved by the Superintendent. Any additional days approved will be deducted for the teacher's accumulated sick leave.

Forms for Personal Leave notification shall be provided by the Board.

- C. Unused personal day(s) or half day(s) may be added to sick leave accumulation at the end of the school year.
- D. At the beginning of every school year the PEA shall be credited with ten (10) days to be used by teachers who are officers or agents of the PEA; such use to be at the discretion of the association. The association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. PEA will provide substitute pay with no loss of salary to the teacher.
- E. To encourage the performance of Civic Duty, the Board of Education should make it possible for a teacher to perform jury duty. Said teacher shall receive his regular salary less the amount received for said jury duty. A teacher who is subpoenaed as a witness shall receive his regular salary less the amount received for such witness duty.
- F. A teacher shall be granted up to five (5) days Bereavement Leave for death in the immediate family. Immediate family is defined as father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchild or step family (i.e. step father, etc.)

Section 4.2 Sabbatical Leave

Teachers who have been employed for seven (7) consecutive years by the Board of Education may be granted an unpaid sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution, and travel which will improve the teacher's ability to teach.

A teacher must notify the Board in writing of his intention to take such leave ninety (90) days prior to the date on which such leave shall take effect. A teacher returning from such leave shall notify the Board of his intention to return at least ninety days prior to termination of such leave.

Section 4.3 Unpaid Leave

- A. A general leave of absence is defined as an extended time of employee absence for reasons approved by the Board of Education upon recommendation of the Superintendent.
- B. Military leaves of absence shall be granted to any regularly appointed employee who shall be inducted for military duty with any branch of the Armed Forces of the United States.

A probationary teacher returning to employment from military service shall serve at least one year of probationary teaching before being granted tenure.

Employees on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system, the Board of Education reserving the right to give or to withhold increments to those remaining in military service beyond the compulsory period.

Prospective replacements for Military Leave Personnel shall be informed that the position could be of a temporary nature.

- C. The Board of Education shall grant a leave of absence for maternity, without pay, to any staff member who is employed by the school district, subject to the following provisions:
 - (1) This maternity leave shall be granted upon written request for such leave and upon proper certification of pregnancy by a licensed physician.
 - (2) A teacher must notify the Board in writing of her intention to take such leave ninety (90) days prior to the date on which such leave shall take effect.
 - (3) Maternity leave shall be granted for a period of one calendar year and shall be renewed at the discretion of the Superintendent.
 - (4) Childbirth shall be considered as sick leave within the interpretation of sick leave policy.
- D. A leave of absence for Child Care, if requested, by the mother or father, one (1) only, shall be granted for a period not to exceed one year, plus an unfinished year.
- E. If requested by the foster mother or foster father, one (1) only, within thirty (30) days after the child is assigned to said foster parent, Adoptive Leave shall be granted, a period not to exceed one year, plus an unfinished year.

- F. Family and Medical Leave in accordance with The Family and Medical Leave Act of 1993. This section shall not be construed as limiting the right of the Board to require or the right of the teacher to elect to substitute paid leave for unpaid leave in accordance with Section 102(d)(2) of The Family and Medical Leave Act of 1993.

Section 4.4 Illness and Disability

- A. Sick leave shall be granted on the following basis: For all full time employees with a work year of 36 to 42 weeks, shall be credited twelve (12) days, and part-time employees shall be credited ten (10) days.
- B. At the beginning of the contract year for each full time teacher the above sick leave shall be credited for accumulation. The unused portion of sick leave shall be allowed to accumulate to 95. Days beyond 95 shall not be available for sick leave, but shall be placed in a severance bank.
- C.1. Sick leave shall be useable for either personal or family illness. Family illness shall be defined as father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, or step family (i.e., stepfather, etc.)
- C.2. After five (5) or more consecutive days of absence, or if a pattern of continuous absence because of illness occurs, a medical certificate may be required. If, within five working days after the Superintendent's request, the employee does not provide a requested medical certificate, the employee may be charged for those days of absence.
- D. Absence due to injury incurred in the course of and as direct result of the teacher's employment in the school system shall not be charged against the teacher's sick leave days, and the Board shall pay to such teacher the difference between his salary and the benefits received under the Michigan Workman's Compensation Act for the duration of such absence and within the limitation of the teacher's present contract.
- E. A teacher absent from work because of mumps, scarlet fever, pink eye, lice, scabies, impetigo, or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave, if such illness occurs when cases of such illness are present in this school.
- F. A teacher must notify the school administration when he is ready to return from sick leave. If the teacher fails to notify the Administration and both the teacher and the substitute report to work, the teacher will be sent home and the substitute will be permitted to work. The substitute's pay will be deducted from the teacher's salary.
- G. A teacher proven guilty of abusing sick leave shall be penalized to the extent of 3-5 days off with loss of pay at the discretion of the Superintendent.
- H. Within 24 hours after a teacher returns from sick leave, he shall fill out a sick leave form in the office.
- I. A teacher may use all or any portion of his/her accumulated sick leave days to recover from childbirth complications. A teacher may use up to two (2) weeks of his/her sick leave time to attend to the spouse and/or child following childbirth.

Section 4.5 Sick Leave Bank

- A. A sick leave bank shall be established consisting of a number of days equal to twice the bargaining unit membership of which one (1) day shall be contributed by each bargaining unit member, and one (1) day per bargaining unit member shall be contributed by the employer. Days shall be credited at the beginning of each fiscal year. In subsequent years, bargaining unit members and the employer will make equal contributions to maintain the beginning of the fiscal year total at the level of twice the bargaining unit membership. Bargaining unit member contributions to maintain the sick leave bank beginning total mentioned above will be in order of seniority (most to least) on a continuous rotating basis.
- B. Upon depletion of his/her personal sick days, a bargaining unit member may make application to the Sick Leave Bank Review Board. This board will consist of the members of the current association negotiating team and the Superintendent of Schools. The Superintendent of Schools, upon the recommendation of the Association members of the Sick Leave Bank Review Board, will determine whether or not the applicant's request will be approved. The sick leave bank is meant to be used for a serious illness.
- C. An individual bargaining unit member who utilizes sick leave bank days during a school year must "pay back" days used from their annual sick leave allowance in subsequent years at an annual rate not to exceed five (5) days per year. Individual bargaining unit members and the employer who must contribute on an annual basis to the sick leave bank beginning fiscal year total under Section 4.5 (A) will be assessed contribution days after the required "pay backs" of sick leave bank users have been determined.

SECTION FIVE

COMPENSATION AND BENEFITS

Section 5.1 Insurance Protection

- A. The Board shall provide without cost to full time employee the following MESSA PAK: The employer shall pay health care premiums up to and including full family coverage for full time employees who are assigned to work a regular schedule as defined in Section 3.5. Employees who are assigned a regular schedule less than full time shall have benefits as outlined in this section paid on a pro rata basis by the Employer. Part time employees whose premiums are paid on a pro rata basis will pay the remaining portion of health care premiums through a payroll deduction. Employees who are assigned a regular work schedule of less than .33 of a full time teacher are not eligible for Employer-paid health care benefits.

A full-time employee as described herein is defined as someone who works at least ten (10) months per year for the Employer, six (6) hours and fifty-five (55) minutes per day for five days a week.

PLAN A

(For employees needing health insurance)

- I. Choices II Pak \$5/10 Rx Program up to and including full family.
- II. Long Term Disability - 66-2/3%
 - \$3,500 maximum
 - 90 calendar days modified fill
 - Freezes on offsets
 - Alcoholism/drug addiction and mental/nervous same as any other illness
 - COLA
- III Dental - E 007 (80/80/80: \$1,300)
- IV Vision - VSP 2
- V Negotiated Life - \$25,000 AD & D

PLAN B
(For employees not needing health insurance)

- I Dental - E 007 (80/80/80: \$1,300)
 - II Vision - VSP 3
 - III Negotiated Life - \$35,000 AD & D
 - IV Long Term Disability - Same as above
 - V. Option (see item B) - \$597.61/month (08-09)
- B. Employees not wishing health care protection may apply the equivalent of an individual employee's Choices II rate for the purpose of compliance with Section 125 of the Internal Revenue Code.
- C. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full 12-month period commencing October 1 and ending the following September 30, for all employees who complete their contractual obligation.
- D. If an employee terminates his employment for reasons other than illness prior to June, his subsidy shall terminate on the first of each month following. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. Instances where cost of coverage exceeds the amount of subsidy, the Board shall make provision for the excess to be payroll deductible.
- E. When a bargaining unit member goes on long term disability or on an unpaid medical leave, the Board will continue to pay all insurance premiums, at the request of the bargaining unit member. The bargaining unit member will reimburse the Board on a monthly basis for the insurance premiums.

Section 5.2 Salary Schedule

- A. Teachers to be employed in the school system may, at the Board's discretion, receive one year of credit for each full year of certified teaching experience, up to three years of credit, and be placed on the appropriate step in the salary schedule. Credit beyond three (3) years may be given at the Board's discretion.
- B. A teacher who enrolls in a course at an accredited college or university shall receive \$100 per credit hour for all credit hours earned upon successful completion of each course subject to a limit of 20 credit hours per teacher while they are employed by the Pellston Public Schools. Teachers are encouraged to take classes that are within their major or minor field of study or within their instructional responsibilities. Reimbursement shall only be for courses taken beyond those required by law for continued teacher certification (BA+18 hours).

Teachers earning approved college credits prior to any semester shall be compensated and/or placed in the appropriate category (BA 20, MA or MA +15), for the coming semester provided that the teacher has notified the Superintendent in writing two weeks into the semester of completed hours (or degrees) and furnishes an official transcript within 90 days after the beginning of the semester. Payment at the advanced level does not begin until after the receipt of the transcript and will be retroactive to the beginning of the

current semester.

- C. The Board agrees at all time to maintain a list of substitute teachers. The administration shall obtain substitutes.
- D. **Payment of Unused Sick Days.**
Employees who retire shall receive payment of \$50 for each unused sick leave day including days accumulated in the severance bank up to the maximum 119 days. Employees may elect to place payment into a 403(b).

2008-09 Salary Schedule

Step	BA	BA20	MA	MA+15
1	33,114	34,593	36,340	37,882
2	34,664	36,039	38,090	39,484
3	36,205	37,577	39,733	41,242
4	37,797	39,114	41,381	42,954
5	39,391	40,846	43,105	44,710
6	40,983	42,453	44,705	46,279
7	42,576	44,059	46,689	48,211
8	44,170	45,779	48,709	50,226
9	45,763	47,933	50,723	52,265
10	47,356	49,846	52,511	54,087
11	48,949	51,246	53,998	55,598
12	50,541	53,156	55,992	57,635
13	52,135	55,333	58,037	59,685

Step		Longevity	Increments	
14	52,135	55,333	58,037	59,685
15	53,085	56283	58,987	60,635
16	53,085	56283	58,987	60,635
17	53,085	56283	58,987	60,635
18	53,085	56283	58,987	60,635
19	53,085	56283	58,987	60,635
20	54,035	57233	59937	61,585
21	54,035	57233	59937	61,585
22	54,035	57233	59937	61,585
23	54,035	57233	59937	61,585
24	54,035	57233	59937	61,585
25	54,835	58,033	60,737	62,385

EXTRA-DUTY SCHEDULE

Head Football Coach.....	10%
Assistant Varsity Football.....	7%
Junior Varsity Football.....	7%
Assistant Junior Varsity Football.....	4%
Middle School Football.....	4%
Boys or Girls Head Basketball.....	10%
Boys or Girls Junior Varsity Basketball.....	7%
9th Grade Basketball.....	5%
8th Grade Boys/Girls Basketball.....	4%
7th Grade Boys/Girls Basketball.....	4%
Boys or Girls Elementary Basketball.....	1%
Varsity Volleyball.....	10%
JV Volleyball.....	7%
9th Grade Volleyball.....	5%
8th Grade Volleyball.....	3%
7th Grade Volleyball.....	3%
Fall Var. & JV. Cheerleading.....	5%
Winter Var. & JV Cheerleading.....	6%
Junior High Cheerleading.....	3%
Elementary Cheerleading.....	1%
Head Baseball Coach.....	10%
Head Softball Coach.....	10%
JV Baseball Coach.....	5%
JV Softball Coach.....	5%
Boys or Girls Track Coach.....	10%
Boys or Girls Junior High Track Coach.....	4%
Band Director.....	6%
Marching Band.....	3%
Yearbook.....	4%
Play Director.....	2% / Performance
Club Sponsor.....	0.5%
Student Council.....	3%
National Honor Society.....	0.5%
Class Sponsors: Senior Class.....	3%
Junior Class.....	2%
Sophomore Class.....	1.25%
Freshman Class.....	1%
8th Grade.....	1%
7th Grade.....	1%
6th Grade.....	1%
K-5.....	0.5%

Other Professional Teacher Assignments ... 08/09=\$18; 09/10=\$20. hr.
i.e. Summer School, Adult Education

2009-10 Salary Schedule

Step	BA	BA20	MA	MA+15
1	34,214	35,693	37,440	38,982
2	35,764	37,139	39,190	40,584
3	37,305	38,667	40,833	42,342
4	38,897	40,214	42,481	44,054
5	40,491	41,946	44,205	45,810
6	42,083	43,553	45,805	47,379
7	43,676	45,159	47,789	49,311
8	45,270	46,879	49,809	51,236
9	46,863	49,033	51,823	53,365
10	48,456	50,946	53,611	55,187
11	50,049	52,346	55,098	56,698
12	51,641	54,246	57,092	58,735
13	53,235	56,433	59,137	60,785

Step		Longevity	Increments	
14	53,235	56,433	59,137	60,785
15	54,185	57,383	60,087	61,735
16	54,185	57,383	60,087	61,735
17	54,185	57,383	60,087	61,735
18	54,185	57,383	60,087	61,735
19	54,185	57,383	60,087	61,735
20	55,135	58,333	61,037	62,685
21	55,135	58,333	61,037	62,685
22	55,135	58,333	61,037	62,685
23	55,135	58,333	61,037	62,685
24	55,135	58,333	61,037	62,685
25	55,935	59,133	61,837	63,485

** CCL

Extra-duty positions to be paid at the percent of BA track based on years of experience in the activity in the Pellston system. Years of experience **for internal teacher coaches** to be capped at Step Five of the BA track, up to step two for non teacher coaches**. (Current Schedule).

**Non staff coaches currently paid at steps 3, 4 or 5 will be frozen at that step and compensated on the current schedule.

The salaries of teachers covered by this agreement are set forth in Section 5.2 (and others as negotiated) which is attached to and incorporated in this agreement.

The salary schedule is based upon a normal weekly teaching load as defined in Section 3.6.

The following legal holidays shall be observed, and all schools shall be closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas.

A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the School Board or State Labor Relations Board while participating in any professional grievance negotiation shall be released from regular duties without loss of pay.

The salaries of teachers covered by this agreement are set forth in Section 5.2 (and others as negotiated) which is attached to and incorporated in this agreement.

The salary schedule is based upon a normal weekly teaching load as defined in Section 3.6.

The following legal holidays shall be observed, and all schools shall be closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas.

A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the School Board or State Labor Relations Board while participating in any professional grievance negotiation shall be released from regular duties without loss of pay.

Section 5.3 Extra-Curricular Compensation

- A. The Board of Education shall grant extra pay to those who are selected by the Administration to perform the extra-curricular (beyond the school day) duties as set forth in Appendix B.
- B. This pay will be awarded at the conclusion of the duty.
- C. Extra curricular duty positions will be filled at the discretion of the Board; however, if a current coach or teacher applies and is equally qualified as an applicant who is not a current teacher or coach, then the current coach or teacher applicant will be offered the position.

Appendix B may be reopened at any time during the contract year to include additional items deemed necessary by the Board or teachers.

If one person coaches both varsity and junior varsity of the same sport, the junior varsity salary will be reduced by 1/5.

Any new club formed must receive approval of the Superintendent before any compensation will be allowed.

D. It is recognized that part of the Athletic Director's responsibilities is to evaluate coaches.

SECTION SIX OTHER

Section 6.1 Miscellaneous Provisions

- A. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil, in matters pertaining to school.
- B. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary to or inconsistent terms contained in any individual teacher contracts hereto in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- D. If the percentage growth in the basic foundation allowance under Section 20 of the State School Aid Act of 1979, being Section 388.1620 of the Michigan Compiled Laws for the State Fiscal year, as compared to the basic foundation allowance for the immediately preceding state fiscal year is less than the percentage increase in the average consumer price index for all items, as determined by the U. S. Department of Labor statistics for the 12-month period ending on the June 30 immediately preceding the beginning of the state fiscal year, then there shall be no increase in the required minimum number of days or hours of pupil instruction under Subsection (1) for the school year ending in the state fiscal year.
- E. Nothing in this contract shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty. In the event scheduled days of student instruction which are not held because of conditions such as inclement weather, fire, epidemics, mechanical breakdowns or health conditions as defined by the city, county or State health authorities, days are required to be made up under State Law PA298 of 1986, then the parties will meet to bargain the re-scheduling of the days/hours.

Teachers will receive their regular pay for days/hours which are canceled, but shall work on any rescheduled day(s)/hours with no additional compensation.

In the event State Law PA 298 of 1986 is changed, the parties will revert to their former practice.

- F. Pellston Public Schools will type the contract, and the Superintendent and PEA will proofread prior to distribution.

Section 6.2 Separability

If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the employer and Association/Union will commence negotiations concerning the subject matter of the provision determined to be illegal.