

MASTER CONTRACT

Between

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

2014 - 2016

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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 Education Association, NMEA/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 Pellston Education Association, NMEA/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, 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 PEA/NMEA/MEA/NEA, 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 and/or other days or breaks specified by state law 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, 2014, unless otherwise stated herein, and shall continue through August 31, 2016, 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 _____
Its President

By _____
Chairperson NMEA

By _____
Its Vice President

By _____
Director, NMEA

By _____
Board Member

By _____
Chief Negotiator Committee

By _____
Board Member

By _____
PEA Negotiating Committee

By _____
Superintendent

By _____
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 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.

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 Payroll Deductions

- A. 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 donation, 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.

Procedure:

1. Any teacher, group of teachers, or the Association alleging that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement shall, within ten (10) work days of knowledge of the occurrence, orally discuss the matter 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 shall 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 grant or deny the requested relief. 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 denied.
5. Within thirty calendar (30) days from receipt of the grievance, the Board shall act 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.

Section 1.9 Negotiation Procedure

Negotiations shall begin by May 1 of the year the agreement expires.

Section 1.10 Calendar

The school calendar is attached as part of Section 1.10 of this agreement. The calendar covers a period of 175 days for 2014-15 and 2015-16 equal to at least 1098 hours as approved by the State of Michigan, Section 101 of the School Aid Act. Any changes from this calendar will be discussed with the Association and subject to approval by both parties. District sponsored teacher professional development days/hours may not be included (counted) as student instructional hours, but shall be included within the district calendar.

SECTION TWO
EMPLOYMENT RELATIONSHIPS

Section 2.1 Vacancies

- 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. Bargaining unit members may apply for such position by submitting a written application to the personnel office within the posting period.
- C. The right of determination of teacher employment is vested in the Board of Education, or its designated representative.
- D. 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.
- E. Any teacher who shall be transferred to an Administrative or executive position, within the Pellston District, and shall later return to teaching status, shall be entitled to retain (1) any accumulated sick leave days as have been earned prior to and during the teacher's administrative service, as well as (2) time served as a teacher for purposes of determining seniority as may be applicable within other parts of this agreement.

Section 2.1 B Transfer

- 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.

Section 2.2 Association Rights

Pursuant to Act 379, of the Public Acts of 1965, the Board agrees 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 Teacher Qualifications and Assignments

The parties agree that the district shall follow all regulations as set forth by the Michigan Department of Education (state and federal laws) with respect to teacher certification and qualifications.

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.

In so far as is possible, all teachers shall be given written notice of their tentative teaching assignment for the forthcoming year.

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 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 agreement, 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 2.4 Seniority

- 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. The Association shall have 30 days to review and call to the attention of the administration any discrepancies in the list, and allow for administration to make the necessary corrections, after which time the list shall be considered accurate and final.
- C. All seniority is lost when employment is severed by resignation, retirement, or discharge. 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. It shall be the responsibility of each bargaining unit member to notify the Employer of any change of address.
- E. 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 2.5 Discipline of Teachers.

- A. All information forming the basis for disciplinary action will be made available to the teacher and the Association, pursuant to the Bullard-Plawecki Act (Act 397 of 1978).
- 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, subject to the provisions of their federal Weingarten Rights. *NLRB v. J. Weingarten, Inc. 420, US 251.*

Section 2.6 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 2.7 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 2.8 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 2.9 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 2.10 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 MEA 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. Action taken upon any complaint by a parent of a student directed toward a teacher, and/or any notice thereof to be included in said teacher's personnel file shall be subject to Bullard-Plawecki, Michigan Act 397 of 1978.
- 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 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, in a mutually agreed upon format, 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. Copies, exclusively for teacher's use, of text for each course to be taught where applicable.
- D. Adequate storage space in each classroom for instructional materials.
- E. Supplies and other such material for daily use.

- F. Telephone facilities to be made available for their reasonable use.
- G. 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 vicinity of their first teaching assignment (as assigned by building administrator) by 8:05 a.m. Classes shall not begin prior to 8:15 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 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 (distinct from in-service) 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. 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 in duration from the established start time 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, technology literacy and when the students are assigned to be on recess. The aggregate planning time shall not be less than 260 minutes per week, which includes at least one block of a minimum of 20 minutes per full student day. (20 minutes part of the 260).
- 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.

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 shall 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 March of each school year. November and March conferences will include an afternoon (1-4) and evening session (5-7:30).

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.
- 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 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: Three Hundred (\$300) 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, or for 10 school days prior to the originally scheduled year-end. 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.
- 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 shall 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. In the event this language conflicts with the TTA, the provisions of the TTA shall prevail.

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 and the Association agree that it is their mutual interest and understanding to comply fully with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA) and revisions of January 2009. In doing so, the parties agree that employees requesting leaves of absence, pursuant to FMLA, who are found eligible under the terms and conditions of the Master Agreement during their FMLA leave time. The employee shall have the option of using paid sick leave days. While the parties understand and agree that the rights established by FMLA will not diminish any employee benefit programs or plans or paid leave provisions dictated by the terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand any employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

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, prorated from 12 based on the time worked.
- 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.
- 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.

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

This section is part of economic reopener in second year of agreement.

Section 5.1 Insurance Protection

- A. The Board shall pay no more than the following monthly amounts: SS - \$488.13, 2 person - \$1020.83, FF - \$1331.26 for health insurance premiums (Includes taxes and fees). Any cost greater than the Board's contribution shall be subject to payroll deduction. The employer shall pay health care premiums as stated 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 (consistent with the numbers above). 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.

At no time shall the Board's premium contribution exceed the established state cap numbers, and shall be subject to both PA 54 and PA 152 at all times.

PLAN A

(For employees needing health insurance)

ABC – I (\$1250/\$2500), (\$1300/\$2600 starting January 1, 2015). Board will contribute the deductible in January, with the employee being subject to payroll deductions for reimbursement beyond the established caps and reimbursing the district for contributions to the deductible. In 2014, the remaining deductible amount shall be reimbursed to the Board through payroll deduction beginning with the first pay in September and ending with the final pay of December of 2014. In 2015, the deductible amount shall be reimbursed to the Board through payroll deductions beginning with the first pay of January 2015 and completed by the final paycheck in August 2015. The Board's contribution to each member for health insurance does not exceed state mandated hard cap amount. Any employee who separates their employment with the district shall reimburse the district through payroll, sick leave where applicable (5.2.D.), or personal reimbursement.

E. 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 007 100/80/80/80-\$1500

IV Vision - VSP 3 Gold

V Negotiated Life - \$50,000 AD & D

PLAN B

(For employees not needing health insurance)
Same as above for LTD, Dental, Vision, Life

I. Option (see item B) – single subscriber hard cap

- B. Employees not wishing health care protection shall receive the single subscriber hard cap 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.
- 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. 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. On line and virtual courses may be permitted with the prior approval of the administration. 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 120 days. Employees may elect to place payment into a 403(b).

2014-2015 Salary Schedule

Step	BA	BA20	MA	MA+15
1	34,988	36,500	38,287	39,864
2	36,573	37,980	40,076	41,502
3	38,149	39,552	41,757	43,300
4	39,777	41,123	43,442	45,051
5	41,407	42,895	45,205	46,846
6	43,035	44,539	46,842	48,451
7	44,664	46,181	48,870	50,427
8	46,294	47,940	50,936	52,487
9	47,923	50,143	52,996	54,573
10	49,552	52,098	54,824	56,436
11	51,181	53,530	56,345	57,981
12	52,809	55,484	58,384	60,064
13	54,439	57,710	60,475	62,160

Step		Longevity	Increments	
14	54,711	57,999	60,777	62,471
15	55,666	58,953	61,732	63,426
16	55,666	58,953	61,732	63,426
17	55,666	58,953	61,732	63,426
18	55,666	58,953	61,732	63,426
19	55,666	58,953	61,732	63,426
20	56,621	59,893	62,687	64,380
21	56,621	59,893	62,687	64,380
22	56,621	59,893	62,687	64,380
23	56,621	59,893	62,687	64,380
24	56,621	59,893	62,687	64,380
25	57,425	60,712	63,491	65,184

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%
Cross Country.....	7%
MS Cross Country.....	4%
Band Director.....	6%*
Marching Band	3%*
Yearbook.....	4%
Play Director	2% / Performance
Club Sponsor.....	0.5%
Student Council.....	3%
National Honor Society.....	3%
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	1%

Other Professional Teacher Assignments ... \$20.00 hr.
i.e. Summer School, Adult Education

** Marching Band and Band Director percentages are to be pro-rated based upon the number of hours worked.

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, (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.

Section 5.3 Extra-Curricular Compensation

- A. The Board of Education shall hire through a third party provider those who are selected by the Administration to perform the extra-curricular (beyond the school day) duties as set forth in Appendix B. However, for staff beginning a school year with 20 years or greater of combined experience both within and outside of the district as identified on the Seniority List updated annually, they shall have the option to elect to be paid through the district payroll or the third party employer.
- 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 Board before any compensation will be allowed.

SECTION SIX OTHER

Section 6.1 Miscellaneous Provisions

- A. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary 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.
- B. Copies of this Agreement shall found on the district's website.
- C. 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. The parties agree that the district shall operate a schedule that qualifies the district for full state aid.

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.

- D. 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.

