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*6/4/18*

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*6/4/18*  
**CONTRACT**

**Between**

**THE PELLSTON BOARD OF EDUCATION**

**AND**

**PELLSTON EDUCATION ASSOCIATION**

**2018 - 2021**

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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, 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, 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/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.**

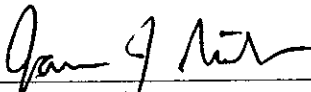
The parties agree that all aspects of the school calendar except the first day of school and/or other days or breaks specified by state law are negotiable, including length of the school year, and further agree that the school calendar shall be set forth in Section 1.10. Any deviation shall be by mutual 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, 2018, unless otherwise stated herein, and shall continue through August 31, 2021, 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.

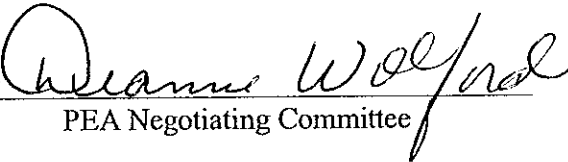
PELLSTON BOARD OF EDUCATION  
PELLSTON PUBLIC SCHOOLS

PELLSTON EDUCATION ASSOCIATION/  
MEA/NEA

By   
Its President

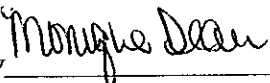
By   
Chief Negotiating Committee

By   
Its Vice President

By   
PEA Negotiating 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.

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.

2. 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.
3. 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.
4. 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.
5. 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 calendars are attached as part of Section 1.10 of this agreement (see appendix). The calendar covers a period of 180 days for each of the 2018-19, 2019-20 and 2020-21 school years. The requirement is equal to at least 1098 hours as approved by the State of Michigan, Section 101 of the School Aid Act. Any changes from these calendars outside required changes to student days and/or hours will be discussed with the Association and subject to approval by both parties. District sponsored teacher professional development days/hours shall not be included as student instructional hours, but shall be included within the district calendar. (S/A P/N)

All probationary teachers will work additional days prior to the start each new school calendar year (dates and times determined by district administration) as follows:

Probationary Year I: three (3) full days  
Probationary Year II: two (2) full days  
Probationary Year III-V: one (1) full day

## 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, reassigned, retired, died 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 Reduction, Personnel, Recall, Seniority:**

- A. The parties hereto acknowledge, appreciate, and agree that it is within the sole discretion of the Board of Education to reduce, terminate, modify and/or suspend any and all educational programs or activities because of student enrollment, financial ability, interest, and/or demands, the existence or merits of which shall be determined by the Board of Education.
- B. Every effort will be made to notify staff by June 30 of the current year regarding reductions for the following year. If reductions are necessary the Board shall endeavor to give notice of layoff to individual teachers involved at least thirty (30) calendar days prior to the effective date of the layoff. Example: the District determines layoffs are necessary effective September 1, 2016. The District would provide notification to the employee no later than August 1, 2016.
- C. A laid off teacher may continue his/her health, dental and life insurance benefits by paying monthly normal per subscribed group rate premium for such benefits as stipulated by the insurance carrier.
- D. Should the Board choose to initiate a recall, notice of recall shall be sent by certified or registered mail to the teachers last known address. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. The Board's obligation regarding recall of a teacher shall be fully satisfied if the notice of recall is sent to the teacher's last known address. The teacher will have five (5) calendar days to indicate his/her desire to accept an offer of recall, and the five (5) calendar days shall commence running on the date the notice of recall is mailed or delivered in person. The teacher must report to work by the date specified in the notice. In the event a teacher does not respond within the five (5) calendar day period, the teacher shall terminate all recall rights.

- a. A teacher's recall rights will not be terminated for refusing recall because of a contract with another school district if the teacher informs the District, in writing, of the date on which that contract will terminate.
  - b. However, if the teacher is offered a position for the next school year the teacher's refusal of the offer shall constitute the teacher's resignation and employment shall automatically terminate.
- E. 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.
- F. 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.
- G. 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, but shall not continue to accrue seniority while on layoff status. A laid off teacher shall lose his/her seniority if not recalled after one (1) year from the date of layoff.
- H. 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 2.5 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-Plawewski 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 MCL 380.1277. Teachers 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

All teachers are required to be "on-duty" at 8 AM. During this on duty-time, teachers should be in the vicinity of their classrooms. Teachers will be visible and available to assist students and colleagues whenever possible. Teacher dismissal time to be 3:30 PM, with the exception of days when there are faculty meetings which were scheduled in such a way as to allow 24-hour notice, and with the exception of Fridays and days before holidays. On Fridays and days before holidays, teachers are allowed to leave the building immediately following the safe dismissal of students.

By October 1<sup>st</sup> of each school year a schedule for faculty meetings (distinct from in-service) will be established and posted, i.e. 1<sup>st</sup> and 3<sup>rd</sup> 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 6<sup>th</sup> 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	25
1st - 2nd Grade	26
3rd - 5th Grade	30
6th - 12th Grade	32
Non-Core Courses	40

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). In cases where recommended numbers are exceeded, every effort will be made to provide additional assistance. Assistance may be provided by "Title I", "At-Risk" or paraprofessional staff as best meets the needs of the students.

### **Section 3.7 Night Parent/Teacher Conferences**

The employer shall schedule two (2) parent/teacher conferences during the calendar year. Each of the two (2) conferences will include an afternoon session from 1-4PM and evening session from 5-7:30 PM, for the purpose of providing flexibility in scheduling for parents/guardians. Conferences will be scheduled in collaboration with the administration and the association calendar committee.

## **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. (see appendix)

- B. At the beginning of each school year each full time teacher shall be credited with three (3) Personal Leave days (part time teachers leave shall be prorated based on percentage of days worked). 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 prorated from 12 based on percentage of days 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 provide health insurance to each employee with Board contributions per state law, PA 152. This shall be equal to the full state mandated hard cap amount provided by the State of Michigan for each year. Any remaining premium costs shall be paid by the employee through payroll deduction. Health insurance may be reviewed annually by the group and the Board without opening any other areas of this contract. The plan agreed upon by the group and Board will remain in effect for the medical billing year. Effective January 1, 2019, the parties agree to MESSA or other insurance carrier/policy as determined by the parties. Any contract language to the contrary shall be null and void at that time. If the insurance premiums fall below the state "hard cap," the Board will provide to the employee the difference of the cap and insurance premium.
- B. Additionally, benefits fully paid by the Board for each employee shall include:
- I. 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
  - II. Dental - E 007 100/80/80/80-\$1500
  - III. Vision - VSP 3 Gold
  - IV. Negotiated Life - \$50,000 AD & D

#### PLAN B

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

1. Employees not wishing healthcare protection shall receive \$500.00 monthly as a cash option in lieu of health benefits, annually \$6000.00. Beginning with new hires in the 2018-2019 school year, in cases in which both husband and wife are employees by Pellston Area Schools, only one employee shall receive benefits and/or cash in lieu. Additionally, if changes in marital status occur between two existing employees, only one employee from each family unit will receive medical and/or cash in lieu.
2. The employer shall formally adopt a qualified plan document, which complies

with Section 125 of the Internal Revenue Code.

3. The amount of cash received may be applied by the bargaining unit member to an approved tax deferred annuity. To elect a tax deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.
- C. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full twelve-month period.
- D. If an employee terminates his employment for reasons other than illness prior to June, his subsidy shall terminate on the last day of employment with the district. 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. 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 with a formal letter within two weeks of the start of the semester and has submitted an official transcript with the formal letter.
- 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 150 days. Employees may elect to place payment into a 403(b).
- E. For the 2018-2021 contract period, the employee shall receive a 2% employer paid 403(b) match of a member's gross contractual salary, paid into either an existing or newly approved annuity account of the member's choice, provided the member has contributed at least 4% of his/her gross contractual salary into the 403(b) plan prior to the last payroll of the fiscal year. The district match payments shall be paid out on the last payment of the fiscal year.

### 2018-2021 Salary Schedule

2018-19	BA	BA20	MA	MA+15
1	35,866	37,418	39,248	40,864
2	37,491	38,933	41,083	42,544
3	39,106	40,545	42,805	44,387
4	40,776	42,156	44,532	46,182
5	42,446	43,972	46,340	48,023
6	44,115	45,656	48,018	49,667
7	45,785	47,339	50,096	51,693
8	47,456	49,143	52,214	53,805
9	49,126	51,401	54,326	55,943
10	50,796	53,406	56,200	57,852
11	52,466	54,874	57,759	59,436
12	54,134	56,876	59,850	61,571
13	55,805	59,158	61,994	63,720

Longevity Scale: Step 15-19 \$1,250, Step 20-24 \$950, Step 25 \$800

15	57,055	60,408	63,244	64,970
20	58,005	61,358	64,194	65,920
25	58,805	62,158	64,994	66,720

2019-20	BA	BA20	MA	MA+15
1	36,225	37,792	39,640	41,273
2	37,866	39,323	41,493	42,970
3	39,497	40,950	43,233	44,831
4	41,183	42,577	44,978	46,643
5	42,871	44,412	46,803	48,503
6	44,556	46,113	48,498	50,164
7	46,243	47,813	50,597	52,210
8	47,930	49,634	52,736	54,343
9	49,618	51,915	54,869	56,502
10	51,304	53,940	56,762	58,431
11	52,990	55,423	58,336	60,031
12	54,676	57,445	60,448	62,187
13	56,363	59,750	62,613	64,358

Longevity Scale: Step 15-19 \$1,250, Step 20-24 \$950, Step 25 \$800

15	57,613	61,000	63,863	65,608
20	58,563	61,950	64,813	66,558
25	59,363	62,750	65,613	67,358

2020-121	BA	BA20	MA	MA+15
1	36,587	38,170	40,036	41,686
2	38,245	39,716	41,908	43,399
3	39,892	41,360	43,666	45,280
4	41,595	43,003	45,427	47,110
5	43,299	44,856	47,271	48,988
6	45,002	46,574	48,983	50,665
7	46,705	48,291	51,103	52,732
8	48,409	50,130	53,263	54,886
9	50,114	52,434	55,418	57,067
10	51,817	54,480	57,330	59,015
11	53,520	55,977	58,919	60,631
12	55,223	58,019	61,052	62,809
13	56,927	60,347	63,240	65,001

Longevity Scale: Step 15-19 \$1,250, Step 20-24 \$950, Step 25 \$800

15	58,177	61,597	64,490	66,251
20	59,127	62,547	65,440	67,201
25	59,927	63,347	66,240	68,001

Other Professional Teacher Assignments ... \$25.00 hr, i.e. Summer School, Adult Education

Mentor Stipends to be paid per mentee at a rate of \$200.00 per assigned mentee

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

Any teacher that is presently beyond Step 3 will remain on the current step (as established by the 2015-2016 contract) as long as they stay in their current coaching position.

Teachers that return to coaching regardless of previous step will move back to Step 1 and be capped at Step 3.

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: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

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 Schedule 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.

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

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

**SCHEDULE B**

	Step I	Step II	Step III
Head Football	\$3500	\$3650	\$3800
Assistant Varsity Football	\$2500	\$2600	\$2700
Junior Varsity Football	\$2500	\$2600	\$2700
Assistant Junior Varsity Football	\$1400	\$1475	\$1550
Middle School Football	\$1400	\$1475	\$1550
Head Basketball Boys or Girls	\$3500	\$3650	\$3800
Junior Varsity Basketball Boys or Girls	\$2500	\$2600	\$2700
9 <sup>th</sup> Grade Basketball Boys or Girls	\$1750	\$1850	\$1950
8 <sup>th</sup> Grade Basketball Boys or Girls	\$1400	\$1475	\$1550
7 <sup>th</sup> Grade Basketball Boys or Girls	\$1400	\$1475	\$1550
Boys or Girls Elementary Basketball	\$75	\$75	\$100
Head Volleyball	\$3500	\$3650	\$3800
Junior Varsity Volleyball	\$2500	\$2600	\$2700
9 <sup>th</sup> Grade Volleyball	\$1750	\$1850	\$1950
8 <sup>th</sup> Grade Volleyball	\$1050	\$1100	\$1150
7 <sup>th</sup> Grade Volleyball	\$1050	\$1100	\$1150
Head & Junior Varsity Cheerleading (Fall and Winter, each)	\$1750	\$1850	\$1950
Junior High Cheerleading (Fall and Winter, each)	\$1050	\$1100	\$1150
Elementary Cheerleading	\$350	\$375	\$400
Head Baseball or Softball	\$3500	\$3650	\$3800
Junior Varsity Baseball or Softball	\$1750	\$1850	\$1950
Head Track (Grade 6-12, includes both boys and girls on team)	\$3500	\$3650	\$3800

Existing 2008-09 (Grade 6-12 includes both boys and girls on team)	\$1400	\$1275	\$1550
Head Cross Country (Grade 6-12, includes both boys and girls on team)	\$2500	\$2600	\$2700
Band Director *	\$1750	\$1850	\$1950
Marching Band *	\$1050	\$1100	\$1150
Yearbook	\$1400	\$1475	\$1550
Play Director, Approved Performance	\$700	\$750	\$800
Club Sponsor	\$175	\$190	\$200
Middle School Student Council	\$700	\$750	\$800
High School Student Council	\$1050	\$1100	\$1150
National Honor Society	\$1050	\$1100	\$1150
Senior Class Sponsor	\$1050	\$1100	\$1150
Junior Class Sponsor	\$700	\$750	\$800
Sophomore Class Sponsor	\$440	\$460	\$480
Freshman Class Sponsor	\$350	\$375	\$400

## 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.
  
- E. To ensure safety and security for all members of the school family (students, staff and community), it is understood that no employee shall be mandated to train for the purpose of carrying weapons on school property. if an employee decides to opt-out of any training that may be offered, their personal decision will not adversely effect, placement, evaluation, or any other aspects of their employment.

**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.

