

2008 / 2010

MASTER AGREEMENT

BETWEEN

PEA/MEA/NEA

AND

PITTSFORD AREA SCHOOL BOARD OF EDUCATION  
PITTSFORD, MICHIGAN

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This Agreement entered into by and between the Pittsford Area School District, Pittsford, Michigan, hereinafter called the "Board and the Pittsford Education Association/ MEA/NEA hereinafter called the "Association."

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. Any amendment of agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

WITNESSETH

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

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its personnel with respect to hours,

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

ARTICLE 1  
RECOGNITION

- A. 1. The Board hereby recognizes the Association as the exclusive bargaining representative for all full-time and regularly employed part-time certified teaching personnel employed by Pittsford Area Schools including guidance counselors and librarian but excluding therefrom supervisors, such as, but not necessarily limited to, the superintendent, principals, assistant principals, substitute teachers and all other employees.
- 2. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- B. Definitions
  - 1. The term "teacher" when used hereafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, unless otherwise indicated.
  - 2. The term "Board" shall include authorized officers, representatives, and agents. Despite reference herein to "Board" and "Association" as such, each reserves the right to act hereunder by committee, individual member, or designated representative.

ARTICLE 2  
TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws 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 the Act that it will not discriminate against any teacher with respect to hours, wages, and working conditions of employment by reason of his/her participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment subject to the master contract.

- B. Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under state or federal law.
- C. Teachers shall be informed of a telephone number that they may call by 6:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- D. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for teachers' use as and one (1) room appropriately furnished which shall be reserved for use as a faculty workroom and/or lounge.
- E. Telephone facilities shall be made available to teachers for their reasonable use. All personal long distance calls will be logged and paid for by the teacher who made the call.

### ARTICLE 3

#### ASSOCIATION RIGHTS, MEMBERSHIP DUES

- A. The Association, as the exclusive bargaining representative of the teachers, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan Statutes now or hereafter enacted, except as expressly limited by terms of the Agreement.
- B. The Association and its representatives shall have the right to use school buildings on school days at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge thereof. No charge shall be made for use of schoolrooms before the commencement of the school day not until 9:00 p.m.
- C. The Pittsford Education Association shall have the right to use school facilities and equipment, including computers, and duplicating equipment, calculating machines, and all types of audio-visual equipment before and after normal school hours, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use. Duly authorized representatives of the Association shall notify an appropriate school administrator of their presence at all times. They shall be permitted to transact official Association business on school property before and after school hours.
- D. The Board agrees to furnish to the Association in response to written requests from time to time information concerning the financial resources of the district, adopted budgets and such other public information as it may reasonably require. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the Board.
- E. Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the Association of that fact prior to the reaching of a final decision with respect thereto and will give the Association the opportunity to meet with either the Financial Committee of the Board or other such representative as the Board may select to discuss the Board's contemplated request for any millage increase and its expected allocation thereof.
- F. 1. Within thirty (30) calendar days of the commencement of employment, each teacher shall, as condition of continued employment, pay either membership dues, or a service fee in an amount proscribed by the Association in accordance with its procedures. In the event a teacher with a legally bonafide religious reason objects to the payment of either dues or service fees, the teacher will be accommodated as required by law with the option to contribute an equal amount to the service fees to the Pittsford Teachers Scholarship Fund. The deductions of dues and service fees are required as a condition of this contract. The Board shall accordingly make payroll deductions of such amounts pursuant to the authority set forth in MCLA 408.477.

The Association agrees to hold the Board harmless, including each individual Board member, against any and all claims, costs (including attorney fees), suits, or any other forms of liability that may arise out of or by reason of the Board's compliance with this Section F. Initially, the Association shall have the option of choosing legal representation, which will represent both the Board and the Association in the litigation. This legal counsel will inform the Board of positions to be taken in litigation in order to allow the Board to choose its own legal counsel in a timely manner to defend the Board's interests if different from the Association. If the Board shall choose different legal counsel, it shall pay its own attorney.

2. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy and the administrative procedures pursuant thereto, applies only to non-union teachers. The remedies set forth in such policy shall be exclusive, and shall not be subject to the grievance procedure set forth in this Agreement.

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3. ~~The Board shall deduct one-tenth (1/10) of dues, fees, or contributions to the Pittsford Teachers Scholarship Fund from the second regular teachers salary check received twice each month for ten (10) pays, forwarding such monies to the Association beginning with the second paycheck and ending on the eleventh pay.~~
4. The Board shall also make payroll deductions upon written authorization from teachers for annuities, credit union, savings bonds, charitable donations, or other plans or programs jointly approved by the Association and the Board.
5. The parties agree that every bargaining unit member will be required each school year to sign an individual contract of employment as provided in Section 1231 of the Michigan School Code and that every contract shall contain the following:

"This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the Association. The terms of said collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Article 3 F, thereof."

#### ARTICLE 4

##### VACANCIES, PROMOTIONS, TRANSFERS

- A. Whenever any vacancy in a teaching, supervisory or extra duty position that amounts to more than \$200.00 shall occur, the Board will post the vacancy, including a general statement of the qualifications required, and will give written notice of such vacancy to the Association. During the months of June and July, when school is not in session, notice of vacancies shall be included in the paychecks of employees, as they are known. No vacancy will be filled except on a temporary basis, within five (5) working days from the date of notice.
- B. Appointments will be made without regard to race, creed, color, religion, national origin, sex or marital status without infraction of existing laws
- C. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy of which shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. The Board shall renew such requests once each year to assure active consideration.
- D. An involuntary transfer or class assignment will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the

Association of the reasons for such transfers or class assignment. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

- E. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.

## ARTICLE 5

### ORDERLY REDUCTION OF STAFF

- A. 1. In the event of a need to layoff due to a decrease of student enrollment or a shortage of revenue, the Board will not layoff teachers without thirty (30) business days notice before the end of the school year.
2. Layoff shall be defined as a reduction in work force. Prior to any layoff, the Board shall attempt to reduce the work force by attrition, voluntary layoff, voluntary early retirement, and voluntary unpaid leaves of absence, unless this would require the hiring of new personnel or the involuntary transfer of existing staff. The Board and the PEA shall confer on the need for a reduction and the various means to that end.
3. Should reduction in staff still be necessary, teachers with the greatest district-wide seniority will be retained as long as the teacher's certification and qualifications allow that teacher to fill one of the remaining positions. Qualified shall be defined as highly qualified according to No Child Left Behind.
- B. 1. The Board shall prepare and maintain a seniority list showing in order the signing date of the individual contract, the certification and fields of each teacher. It shall be the responsibility of the teacher to notify the Superintendent in writing of any additional certifications and endorsements. All teachers will receive an annual updated seniority list at the first day of school.
2. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause. Seniority is, however, retained if severance of employment is due to layoff. In cases of layoff, bargaining unit members so affected shall retain all seniority accumulated as of the effective date of layoff. Administrators on the seniority list as of July 1, 1981, shall continue on such list. Administrators appointed after that date shall have only such seniority as they had accumulated in the bargaining unit prior to their appointment.
3. Seniority shall continue to accumulate when bargaining unit members are on sabbatical, military, study, or parental (maternity) health leave.
4. Seniority will be pro-rated for less than full-time teachers beginning in the 1981-82 school year.
- C. A teacher whose assignment is eliminated may bump into the assignment held by the least senior teacher for which the senior teacher is certified and qualified.
- D. No new teacher shall be employed while there are teachers of the district who are laid off unless there are no laid off teachers certified and qualified as defined by No Child Left Behind above to fill any vacancy which may arise. A person with minor subject area certification can replace a major subject area certification in the junior high and senior high if they have more seniority and are highly qualified as defined by No Child Left Behind. The teacher who has been laid off shall be given priority on the local district's substitute list.

E. RECALL

1. Recall of teachers shall be in the inverse order of layoff, i.e.; those laid off last will be recalled first; provided, however, that a teacher in order to be reassigned shall be certified and qualified as herein set forth to teach the specific subject area he/she is being assigned.
  2. Recall notices will be sent to the most senior, certified, and qualified teacher on layoff, to the teachers last known address. Teachers will have ten (10) calendar days to accept the recall by providing notice to the Superintendent's office. Failure to comply with the provisions of this article shall be interpreted as a voluntary resignation.
  3. Teachers will be eligible for recall for a period of three (3) years from the effective date of layoff.
- F. During the reduction of staff, the person who has been laid off shall receive no insurance benefits at Board expense, after the 31<sup>st</sup> of August of the layoff year, but may elect to continue insurance benefits by paying the premiums, therefore, at the Superintendent's office. This section is contingent upon approval by the respective insurance carrier.
- G. The teacher's individual contract is subject to the terms and conditions of this agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.

ARTICLE 6

NEGOTIATION PROCEDURES

- A. The terms and conditions of employment in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties, which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters is provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Not later than June 1, the Board agrees to negotiate with the Association over a possible Successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Such negotiation will include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While the Association and the Board shall execute no final agreement without ratification, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE 7

WORKING CONDITIONS

A. The parties recognize the 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 not exceed the following optimal standards for secondary grades: For elementary grades the Board of Education will make every effort using past practice of:

| 1. | <u>Elementary</u>  | <u>Maximum</u> |
|----|--------------------|----------------|
|    | Kindergarten       | 22             |
|    | First/Second Grade | 22             |
|    | Third-Sixth Grade  | 25             |
|    | Split Room         | 20             |

Elementary class size overload components will be at the above stated Maximum levels. Elementary "Special" classes shall not have class sizes, which exceed the limits stated above without compensation.

| 2. | <u>Secondary</u>    | <u>Maximum</u>                         |
|----|---------------------|--|
|    | English             | 30                                     |
|    | Social Studies      | 30                                     |
|    | Business Education  | 30                                     |
|    | Mathematics         | 30                                     |
|    | Science             | 25                                     |
|    | Languages           | 30                                     |
|    | Speech              | 30                                     |
|    | Drafting            | 25                                     |
|    | Homemaking          | 30                                     |
|    | Band                | 40                                     |
|    | Art                 | 30                                     |
|    | Physical Education  | 40                                     |
|    | Health              | 30                                     |
|    | Seminar             | Equally divided by available Teachers. |
|    | Specialized Classes | Working stations available             |

If class size exceeds the maximums, the teacher and/or principal involved will call the situation to the attention of the Association. The matter will be taken to the Liaison Committee to determine guidelines for solution. The situation may be resolved by use of a qualified teacher aides, or financial compensation not to exceed one aide's salary district wide. The teacher prior to the first pupil count date shall make the choice.

B. Distance Learning

1. The terms "Distance Learning" or "Distance Education" refer to instruction where teachers and students are separated geographically so that fact-to-face communication is absent and communication/teaching is accomplished instead by one or more technological media.
2. Teachers assigned to a Distance Learning/education program, such as Michigan Virtual High School or Hillsdale Fiver Optic Network, will be considered part of a teaching assignment.



3. In the event the district wishes to implement a distance learning/education program, a job description for the distance learning/education teaching positions will be jointly developed prior to posting.
4. Class sizes shall not exceed the limits in the Master Agreement.
5. Teachers, who will be presenting distance-learning classes, shall be provided with initial and on going training.
6. As the program develops and there is an impact on the teacher's workload, hours or other working conditions, the district and the Association negotiate such impact/change.
7. Administration shall provide "Sending instructors" office assistance for the purpose of getting paperwork and other materials to the receiving districts.

C. Teaching Hours:

1. The normal weekly teaching load in the junior and senior high schools will not exceed twenty-five (25) teaching periods for a six (6) period day, or thirty (30) teaching periods for a seven (7) period day, and five (5) preparation periods (equivalent to the standard class time) free of other duties without teacher permission. Assignment to a supervised study period shall be considered a teaching period for purpose of this Article.
2.
  - a. All teachers shall be entitled to a duty-free, uninterrupted lunch period . (Not less than twenty-five minutes). Teachers are free to leave the cafeteria during the designated lunch period.
3.
  - a. Elementary teachers will be provided an average of 60 minutes of prep time per day per week. Prep time will come from a combination of recess time and ancillary programs.
  - b. Teachers in grades 1-6 shall remain with students in a supervisory capacity while students are in the cafeteria for the first two (2) weeks of school.
4. Elementary and secondary teachers shall be provided equal lunch and prep time.
5. When special teachers are absent, the administration will make an effort to hire a substitute teacher. Frequent departure from these norms may be resolved through the Liaison Committee.
6. Elementary recess will be used to fulfill contact hours in the Elementary when needed. Elementary recess will be covered by a certified teacher and paid at a prorated wage for a teacher subbing on their conference period as provided in Appendix C.
7. The parties agree that staff meetings are a necessary part of the efficient operation of the school district. Therefore, to allow teachers adequate time to plan and perform professional and personal responsibilities without undue conflict, it is agreed that teachers will be notified forty-eight (48) hours in advance of a meeting called by the administration except in cases of emergency. In the event forty-eight (48) hour notification is not provided, attendance shall not be required. Not to exceed two faculty meetings per month.

8. The normal workday for full-time teachers will be 7:50 a.m. to 2:50 p.m. Any changes to the workday outside of the Master Agreement will be negotiated prior to implementation.
9. On full days of instruction, K – 12 teachers will be in their classrooms at 8:00 a.m. The student day will begin at 8:00 a.m. and end at 2:50 p.m.

D. Qualifications and Assignments:

1. In order to assure that competent teachers teach pupils, no teachers will be assigned outside the guidelines set forth by No Child Left Behind.
2. Changes in grade assignments in the elementary schools and in subject assignment in the secondary schools are sometimes necessary and even beneficial. To the extent possible such changes should be mutually agreed upon by the parties involved, but the Board reserves the right to make such changes.
3. Teachers who will be affected by a change in grade assignments in the elementary school grades and by subject assignments in the secondary school grades will be notified and consulted by the building principal prior to August 1. Later changes, necessitated by emergency, will be reduced to writing and forwarded to the affected teacher prior to the finalization of the change.
4. Any assignment outside the normal teaching day shall be with the consent of the teacher except in case of emergency. Preference in making such assignments will be given to teachers regularly employed in the district.
5. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one (1) student teacher.
6. No secondary teacher shall be assigned more than five (5) different classes per day without their permission.
7. To assist teachers, the Board agrees to hire one full time teacher aide. One third (1/3) of the aides' time will be used to assist junior high school and high school teachers in clerical preparation. Two-thirds (2/3) of the aides' time will be to assist elementary teachers. It is also agreed in the event of a need to layoff due to a decrease of student enrollment or a shortage of revenue, the Board retains the right to reduce this position.
8. It is the responsibility of each individual teacher, as well as the Board to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:
  - a. Careful daily preparation.
  - b. Attendance at staff meetings.
  - c. Participation in scheduled after school parent or student conferences and other specified school sponsored activities where the participation of the total building staff is necessary to the success of the activity.
  - d. Teachers shall not leave a class unattended, and shall be responsible for the supervision of students' conduct on the school grounds as well as in school building.
  - e. A teacher shall ensure that all sides of a controversial issue are presented equally, and that the topic and material used will be appropriate to the maturity level and

intellectual ability of the students. Teachers shall be responsible for creating and maintaining conditions conducive to learning.

- f. In case of absence, lesson plans shall be available for the substitute teacher.
  - g. Extra duty obligation should not interfere with, or involve time, which is assigned for regular schedule of work except as approved by building principal.
  - h. No teacher shall delegate assigned tasks to unqualified personnel unless supervised.
  - i. This is not meant to be inclusive or limited.
9. Every effort will be made to assign split classes on a consent basis. In the event no consent can be reached, the administration reserves the right to assign the class. Any teacher assigned a split classroom shall receive a \$1,000 in additional salary.

E. Supplies and Materials:

- 1. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein all texts, which are requested by the teachers of that school. Expenditure shall be limited to \$100.00 per year.
- 2. The Board agrees to make available in each school, duplicating, and copying facilities.
- 3. The Board shall provide:
  - a. A separate desk for each teacher in the district with a drawer space: future desk purchases will have a lockable drawer.
  - b. At least one (1) four-drawer cabinet.
  - c. Closet space for each teacher to store coats, overshoes, and personal articles in his room.
  - f. Desk copy, for each teacher's use, of all texts used in each of the courses he/she is to teach.
  - g. Storage space in each classroom for instructional materials.
  - f. Attendance books, paper, pencils, pens, chalk, erasers, staples, and paper stapler, and other such material required in daily teaching responsibilities shall be supplied to the teacher.
  - g. Chalkboard/whiteboard space in every classroom.
  - h. Computers with passwords and virus protection.

F. Least Restrictive Environment

- 1. The district agrees to advise the Association of current and prospective planning activities relating to implementation of the least restrictive environment (LRE) concept in the district. The district will consult with the Association regarding such activities and plans prior to adopting a formal position

respecting LRE. Prior to implementation or such activities or plans the Association shall be provided with an opportunity to review program operations and to make recommendations.

To facilitate this process of consultation, the district agrees to meet monthly, upon request of either party, with authorized Association representatives to review current and anticipated LRE programming. The procedures specified herein should neither expressly nor by implication be deemed to be a waiver of the Association's or district's rights under the Public Employment Relations Act or other statutory authority. If during the term of this agreement LRE activities or plans (including inclusive education) are to be implemented in the District, the parties agree to negotiate over the impact upon wages, hours and working conditions, to the extent required by law.

2. Except in cases of emergency, teachers are not expected to perform routine scheduled maintenance of a students medical appliances or to render assistance with bodily functions related to such student's impaired condition. The Board will identify the person(s) responsible for providing such services prior to the beginning of instructional services.
3. It is the responsibility of the teacher to implement the student's individualized educational plan

G. Miscellaneous:

1. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
2. Teachers shall not be required to work under unsafe or hazardous conditions.
3. Off street parking facilities shall be provided and maintained for teacher's use during the school day.
4. Classrooms and the teachers' lounge shall be cleaned regularly.
5. When an administrator leaves the building, an individual should be designated to handle emergencies.

ARTICLE 8

LEAVES OF ABSENCE

A. Paid Leaves:

1. At the beginning of each school year, each teacher shall be credited with fifteen (15) days of unquestioned leave days, the unused portion of which shall accumulate from year to year to a total of one hundred (100) sick leave days. At the beginning of each year a teacher will use from the fifteen (15) days credited to them before drawing on the accumulated days. Upon exhausting the fifteen (15) unquestioned days a teacher will use days for the following reasons only: Sick leave may be utilized for personal illness, personal injury, and illness or death in the teacher's immediate family. Immediate family is defined as: spouse, children or stepchildren, parents or stepparents, brothers or stepbrothers, sisters or stepsisters, grandparents or grandchildren, parents-in-law, and daughters- or sons-inlaw, brothers-in-law and sisters-in-law of the teacher or spouse, and an individual living with the teacher on a non-commercial basis. All unused sick days shall be noted on each paycheck. Sick leave shall not be deducted for school sponsored or related activities.

- a. (1) *Any days beyond* accumulated leave time would be contingent upon the approval of the Superintendent. The decision to grant additional days shall be on a case-by-case basis without establishing a precedent; however, no reasonable request will be refused.
- (2) At the end of the school year, the Board of Education will pay \$30.00 per unused sick day in excess of the one hundred (100) sick leave day accumulation limit.

b. Temporary Disability: The following will be followed after an employee exhausts all fifteen (15) unquestioned days.

(1) Definition - Any illness or injury that would render a person incapable of discharging his/her duties for a period of more than four (4) consecutive working days.

(2) Any teacher wishing to use sick days to go on leave for a temporary disability must, in all cases where possible, give notice to the Superintendent one (1) week in advance.

(3) A teacher applying for or returning from temporary disability leave must submit a doctor's statement containing:

(a) The nature of this illness or injury;

(b) That he/she is incapable of carrying out his/her usual duties because of the disability;

(c) The date, which he/she can return to work.

c. (1) After fifteen (15) years of service to the Pittsford Area Schools, the Board agrees to pay the daily substitute rate of pay for one-half (1/2) of the unused sick leave credit to the individual upon retirement.

(2) Individuals can opt to take the sick leave monies early, and apply them to buy service credit for early retirement. If the individual uses sick leave subsequent to the payment, and has exercised this buy out option, the district will deduct from the individual's remaining pay an amount equal to the District's pay out for the days used for personal illness.

2. A teacher may be asked to explain absence immediately before or after a holiday or recess.

3. a. A teacher who is unable to teach due to personal illness or disability and has exhausted accumulated sick leave shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year.

b. Upon return from leave, the teacher will be assigned to the same position or a substantially equivalent one.

4. a. Jury Duty - Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, shall be paid his/her full salary for such time spent on jury duty or giving testimony.

b. The teacher agrees to relinquish any compensation received for the above-mentioned duties to the Pittsford Board of Education.

5. Association Days – At the beginning of the school year, the Association shall be credited with five (5) days to be used at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking said days and to pay the teacher's substitute pay. No more than two (2) teachers may be off on any given day under this provision.

6. The Board of Education encourages a sick leave bank. The PEA will administer the sick leave bank. The sick leave bank will be zeroed out at the end of each year.

B. Sabbatical Leave:

1. Teachers who have been employed for seven (7) years in the system may be granted a sabbatical leave for one (1) year to work on advanced degree or travel. Sabbatical leaves will be non-compensable.
2. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position of the salary schedule as he/she would have been had he/she taught in the district during such period.
3. The total number of teachers on sabbatical leaves during any one (1) year shall be limited to seven percent (7%) of the total teaching staff
4. During the leave, the person shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premiums there for at the Superintendent's office.

C. Non-Compensable Leave:

1. a. Leaves without pay will be granted in accordance with the specified provisions for each type of such leave as hereinafter provided; for Military service, Physical or Mental Incapacity, Child Care and for the purpose of full-time Association Representation.  
b. Leaves for other purposes may be granted but shall be subject to the approval and consent of the School Administration.
2. Mandatory Leaves:
  - a. Military Leave - Teachers who are inducted into the armed services will be granted leaves in conformance with conditions established by Federal and State Laws.
  - b. Physical and Mental Incapacity -
    - (1) Teachers are responsible to inform or cause the school administration to be informed of the health-connected reason for any absence as promptly as possible. A tenure teacher may, at any time, prior to the expiration of the paid-for sick leave, request in writing, extended leave of absence terminating at a specified date.
    - (2) Should extension of a leave terminating at the end of the school year be required, renewal application, along with the physician's certification, must be submitted before the close of school.
    - (3) In the event a teacher, absent on leave which terminates at the end of a school year, recovers and is released by the attending physician so as to return to work before the expiration of the leave, then said teacher shall have to notify the Office in writing of this intention to return. Such application must be supported by a report from the attending physician certifying that the teacher is fully recovered and capable of performing the functions and duties of his/her position. This notice shall be given as much in advance of the teacher's intended return as is practicable.
    - (4) Upon the effective date of the physician's release, the teacher shall be placed for immediate appointment to the first available position for which he/she is qualified and which is commensurate with that, which would be held had the leave not intervened; or he/she shall be promptly referred to the Board's selected physician for examination.

(5) Teachers who do not report recovery when released by the attending physician for return for duty or who refuse to accept an available opening offered which is commensurate with the position held before the leave or who fail to request extension of leave and do not report for duty upon such expiration shall be terminated and their tenure shall be broken, provided such a determination is made pursuant to the provisions of the Michigan tenure of teachers act.

c. Child Care Leave - The Board shall grant leave of up to one (1) year to a tenured teacher who has a legitimate need for child care leave. The leave may be extended by Board action if requested by the teacher. Unless there are extenuating circumstances, the teacher's return to work will coincide with a semester break. The teacher will be re-employed in a teaching position for which he/she is certified and qualified.

d. Full time teachers qualify for the Family Medical Leave Act.

## ARTICLE 9

### PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The Board retains the right for all teachers newly employed to establish the initial salary placement as set forth in Appendix A.
- C. The salary schedule is based upon negotiated workdays as set forth in Appendix A and a normal teaching load.
- D. Teachers involved in extra duty assignments set forth in Appendix B, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and Appendix A & B without deviation.
1. All teachers must utilize direct deposit.
- E. Summer Employment -
1. Teaching positions in the summer such as Title I, etc., shall be filled by qualified teachers.
2. The filling of such positions shall be in accordance with Section C, Article 7 of this Agreement. The filling of such positions should be consistent from year to year.
3. Compensation of all teachers on a summer program shall not be less than the regular rate of pay unless mutually agreed upon by the Association and the Board.
- F. In the event travel by personal vehicle is required by the Board, the teacher will be reimbursed at the per mile rate of \$0.25.
- G. Pay will be based on a fraction of total days required at school on current calendar.
- a. The Board shall provide to full time teachers Plan A for a full twelve month period, September through August, for each teacher and eligible dependents.
- b. Teachers must elect either Plan A or Plan B.

Plan A - For employees needing health insurance

|                                 |                   |
|---------------------------------|-------------------|
| Health - MESSA Choices II PPO   |                   |
| Dental - Delta Dental 80/80/50: | \$1,200           |
|                                 | 50/50/50: \$1,200 |
| Negotiated Life                 | \$15,000 AD&D     |
| Vision                          | VSP 3             |

Drug co-pay is \$10.00 for generic and \$20.00 for name brand.

Plan B - For employees not needing health insurance

|                 |                   |
|-----------------|-------------------|
| Delta Dental    | 80/80/80: \$1,200 |
| Vision          | VSP 3             |
| Negotiated Life | \$20,000 AD&D     |

Full-time teachers electing Plan B will receive \$210 per month in cash under a qualified cafeteria plan currently in place. The cash may be retained as such or alternatively be expended for annuities as provided under Article 3 (f)(4).

Teachers who wish additional MESSA optional coverage may authorize deduction of the required additional funds from their salary.

All employees will receive \$325 once a year (paid in June) for changing to the \$10/20 drug card.

2. a. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as all matters concerning benefits, eligibility and termination of coverage and other required matters.
  - b. The Board, by payment of the premium payments required to provide the coverage's set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board of Education, nor shall such failure be considered a breach of any obligation by either of the two organizations.
  - c. Disputes between employees, or beneficiaries of employees, and any insurance company shall not be subject to the grievance procedure established herein.
- H. All teachers who retire from teaching and begin to draw from the Michigan School Employees Retirement Fund who have fifteen (15) or more years of service at Pittsford Area Schools will be granted severance pay in the amount of \$900.00.
- I. On days when school is not in session due to acts of God or other conditions beyond the district's control, teachers do not need to report and shall suffer no loss of pay. Teachers will make up instructional hours to meet the minimum requirements of the State Aid Act.
- J. A teacher will not be required to substitute during his/her preparation period unless daily substitutes are unavailable. Absent a volunteer, the least senior teacher will be assigned and will be paid at the rate of \$27.07 per hour, prorated for the actual amount of time worked.
- K. Part-time employees shall receive leaves on a prorated basis. They shall receive MESSA Choices II PPO on a prorated basis or Plan B in full, excluding the annuity.



- L. The Board agrees to pay the tuition for the teachers upon completion of courses relating to the field of education, up to a maximum of one-hundred (100) dollars per credit hour. Payment will be made three times a year. All evidence of satisfactory completion of the course(s) will be made on or before September 15, January 15, and May 15 to the Superintendent. Payment will be made at the next scheduled Board meeting. Faculty hired before the 2005-2006 school year will be grandfathered under the old language obligating the school to pay for all credit hours. New faculty hired in 2005-2006 and beyond will be reimbursed for all credit hours beyond the 18 hours required by the State of Michigan.
- M. 1. Teachers volunteering to teach an additional class shall receive one-sixth (1/6) of their annual rate of pay prorated for the length of the assignment.
2. Teachers who are working part-time in the secondary school shall be paid on a prorated basis as their assignment is to the number of instructional periods, they shall also receive paid conference time at the same ratio.
3. Every effort will be made to have constancy in the average minutes a teacher works per day. Teachers who exceed the average minutes per day shall be paid on a prorated basis. Average is to be determined by the PEA and the administration jointly.
- N. A teacher who is laid off and collects unemployment benefits for a period between the last day of school in one year and the first work day in the next school year, and is subsequently recalled to at least an equal position before the first teacher work day of the next school year will be paid according to an annual salary rate, such that collected unemployment compensation benefits and salary shall equal the amount on the salary schedule.
- O. All non-teaching coaches will be hired through a third party. All teaching coaches have the option to be hired by the third party.

## ARTICLE 10

### TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least two (2) times during each probationary year. The first evaluation should be two (2) months after the teacher's commencement of service and in no case later than December 15. The last evaluation shall be made by March 15. Tenured teachers will be evaluated a minimum of one (1) time every three (3) years.
- B. Evaluations shall be conducted by the teacher's immediate supervisor or and administrator in the same Building or otherwise familiar with the teacher's work, who shall be designated by the Board.
- C. Each formal evaluation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or evaluation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited. The teacher may be observed many times in the classroom.
- An informal observation will be defined as a teacher being observed in the classroom for a period less than thirty (30) minutes. All observations will be acknowledged by the administration in writing within a twenty-four hour period.
- D. Any valid 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. Complaints shall not be incorporated into the teacher's evaluation unless the teacher has been informed of the complaint.

- E. Test results of academic progress of students shall not be used as the major criterion to evaluate the overall quality of a teacher's service or fitness for retention. Any review of the success rate of program objectives as provided in the Special Education Code and Vocational Educational Code shall not be utilized as the major criterion to evaluate the overall quality of a teacher's service or fitness for retention.
- F. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten (10) days thereafter. The teacher shall have the opportunity to review and sign the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth and shall be based upon first hand knowledge of the evaluating administrator. All faculty members shall be provided with the evaluation form and criteria at the beginning of the school year.
- G. A teacher who disagrees with an observation or recommendation may submit a written answer, which shall be attached to the file copy of the observation in question.
- H. By January 1 of each probationary school year, the principal shall make a preliminary report to the Superintendent. No later than March 15 of each probationary year, the final written evaluation report will be furnished to the Superintendent covering each probationary teacher and tenure teacher whose work is less than satisfactory. A copy shall be furnished to the teacher and to the tenure chairman of the Association. In the event a probationary teacher is non-renewed, the teacher will be advised of the reasons in writing, with a copy to the Association and at the probationary teachers request, will afford the opportunity for a hearing before the Board. The non-renewal of probationary teachers will not be done for reasons that are arbitrary or capricious. In cases involving a non-renewal recommendation based upon the probationary teachers evaluation, the teacher will be entitled to an additional evaluation upon request, by another district administrator. The hearing may be in executive session at the probationary teacher's request, where permitted by law. The decision of the Board shall be final and shall not be subject to the grievance procedure.
- I. A teacher shall have the right upon request to review the contents of his personnel file, excluding confidential credentials and letters of recommendation and to have a representative of the Association accompany in such a review.

## ARTICLE 11

### GRIEVANCE PROCEDURE

- A. Definitions:
  1. A "grievance" is a claim based upon an event or condition, which affects the welfare or conditions of employment of a teacher or group of teachers and/or arising from the language of this Agreement or an alleged breach thereof. It is expressly understood that a claim based upon an event or condition, which does not affect the welfare or conditions of employment of a member of the unit described in Article I above, will not constitute a grievance.
  2. An "aggrieved person" is the person or persons making the claim.
  3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
  4. The term "days" as used herein shall mean days in which school is in session.
- B. Purpose:
  1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to grievances, which may from time to time arise. Both parties agree that these

proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present at such adjustment.

C. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled in the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
2. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent of his designated representative to act at Level Two as hereinafter described.
3. Written grievances as required herein shall contain the following:
  - a. It shall be signed by the grievant or grievants.
  - b. It shall be specific.
  - c. It shall contain a synopsis of the facts giving rise to the alleged violation.
  - d. It shall cite the section or subsection of this contract or policy alleged to have been violated.
  - e. It shall contain the date of the alleged violation.
  - f. It shall specify the relief requested.
4. Level One - A teacher alleging a grievance shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve it. If as a result of the informal discussion with the building principal a grievance still exists three (3) days after the interview, the teacher and the representative from the building will reduce the grievance to writing in a form substantially in accordance with that set forth in annexed Appendix D. A copy of the grievance form shall be delivered to the principal within five (5) days.

Within five (5) days of receipt of the grievance, the principal shall meet with the parties involved in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within (5) days of such a meeting and shall furnish a copy thereof to the Association.
5. Level Two - A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his/her office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

6. Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher and his/her Association representative an opportunity to be heard at the meeting for which the grievance is scheduled.

The appeal to the Board is restricted to issues for which the appealing teacher is entitled to closed session review under the Open Meetings Act. In requesting the Board level review in such cases, the teacher must request the hearing and deliberations be considered in closed session as afforded by law. If the teacher fails to make the request or wants the hearing to be in open session, the appeal will be automatically denied. Upon notice of the denial in such instances, the timelines for further appeal on arbitral grievances shall be as set forth in Level Four.

Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

7. Level Four -

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.
- b. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
- c. The decision of the arbitrator shall be final and conclusive and binding upon employees, the board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- d. Powers of the arbitrator are subject to the following limitations:
  - (1) He shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Agreement.
  - (2) He shall have no power to establish salary scales.

- (3) He shall have no power to change any practice, policy or rule of the Board.
  - (4) In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
  - (5) He shall have no power to interpret state or federal law.
  - (6) He shall not bear any grievance previously barred from the scope of the grievance procedure according to the contract.
  - (7) More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
  - (8) Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  - (9) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- e. The fees and expenses of the arbitrator is the sole responsibility of the side who is defeated in arbitration.
  - f. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
  - g. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.

D. Right of Teachers to Representation:

- 1. No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will have the right to be present during all stages of the grievance procedure and to present any relevant information.

E. Miscellaneous:

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

2. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.
3. Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing setting forth the decision and the reason therefore and will be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section 7.
4. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.
6. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he/she presently has.
7. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
8. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.
9. If a tenure teacher is demoted or discharged in a matter covered by the Tenure Act, the teacher may elect to follow the procedures of either the grievance process or the Tenure Act, but not both. The teacher must be advised of his right regarding tenure and the option of arbitration at a joint meeting of representatives of the Board and the Association and must sign a statement consistent with the above.

## ARTICLE 12

### CURRICULUM COUNCIL

- A. The Board and the professional staff recognize that the instructional program needs continuing study and improvement. In an attempt to further this process, the Professional Staff shall cooperate in an on-going study to assist the Board in bringing about desirable changes in teaching methods and techniques, class compositions, curriculum, and any other phases of the instructional program.
- B. There will be established by the Board a Curriculum Council consisting of seven (7) members; three (3) members selected by the Association, two (2) members selected by the Board and two (2) members who are students selected by the student council. The elementary and high school principals shall serve as resource persons. ADHOC study committees shall be established by the Curriculum Council whenever necessary.
- C. The purpose of the Council will be to consider recommendations from teacher subcommittees and administration. All matters pertaining to the instructional program of the district and its implementation are the concern of this Council, such as; teaching techniques, courses of study, textbooks, curriculum, and educational tools.
- D. Recommendations of this Council shall be submitted to the Board for consideration and action.

- E. The Council will meet on a regular scheduled basis as determined by the Council membership at its first meeting. The first meeting of the Council shall be held within one (1) month from the opening date of school. At this meeting a chairman will be chosen who shall preside over Council meetings. Teacher subcommittees will be formed under the direction of the staff and the principals. Each subcommittee shall have co-chairmen, one (1) from the elementary school and one (1) from the high school. Teacher subcommittees shall be as follows: language arts, mathematics and science, social studies, career education, physical education, and fine arts.
- F. Proposals will be processed as follows:
  1. A curriculum or textbook change is studied and the committee formulates a proposal
  2. The recommended proposal is presented at a scheduled meeting of the Curriculum Council for further study and possible revision.
  3. The proposal recommendation is presented and explained to the Board of Education for final approval and adoption. The Superintendent will arrange the presentation.

ARTICLE 13

LIAISON COMMITTEE

- A. There will be established a Liaison Committee composed of two (2) administrators and two (2) Association members. A continuing purpose of this committee shall be to address operational and educational concerns, which are deemed to require attention.
- B. The Liaison Committee will hold an organizational meeting within one (1) month of the beginning of school at the request of either party. Thereafter, the chairperson will call a meeting when requested by a member.
- C. The Liaison Committee will not have jurisdiction over contract negotiations, contract interpretation nor will it be used as a means of bypassing the grievance procedure or the timelines set forth therein.

ARTICLE 14

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board will support and assist teachers with respect to the maintenance of control and discipline in the classroom. Consistent with the limitations of state and federal law, the Board or designated representative will take reasonable steps if necessary to assist teachers with responsibilities for pupils who are disruptive in the classroom or repeatedly violate rules and regulations of the classroom.
- B. The Administration shall establish rules and regulations, which set forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed to the teachers.
- C. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property while he or she was dealing with student discipline.
- D. Disposition of student discipline shall be made known to any teacher directly involved.

ARTICLE 15

PROFESSIONAL BEHAVIOR AND IMPROVEMENT

- A.
  - 1. No teacher shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the teachers.
  - 2. Probationary teachers cannot construe their evaluations or non-renewal of their contract as discipline. As such, any grievance filed by a non-tenured teacher cannot claim that their evaluation(s) or non-renewal of contract as discipline. Probationary teachers are entitled to a board level hearing to appeal an evaluation or non-renewal of contract. The Board's decision of such appeals will be final and will not be subject to the arbitration provision of the grievance procedure. Any disciplinary action taken against a probationary teacher must be dealt with as an issue separate from the probationary teacher evaluation. After settlement of said disciplinary action, it could then be added to the probationary teacher's evaluation.
- B. A teacher shall be entitled to have present a representative of the Association during any disciplinary action when such action will become part of the teacher's personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the local Association is present. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
- C. The Board agrees to follow a policy of progressive discipline, where appropriate, which minimally includes verbal warning, written warning, suspension with or without pay, with discharge generally being a final option.
- D. If discharge of a teacher (including denial of tenure or placement on a third year of probation) is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:
  - 1. Observation of the inadequacies through the observation process described elsewhere in the Agreement
  - 2. Written direction that the teacher must improve and the consequences of failure to do so.
  - 3. Opportunity for the teacher to make improvements.
  - 4. Assistance from administrators and school district resources to help the teacher improve.
- E. Teachers having interpersonal problems with his/her principal that have not been reconciled or otherwise resolved with the principal, may request a meeting with the Superintendent. In the event the problem is not resolved with the Superintendent, the teacher may request a meeting with the Board President and the Superintendent to discuss the issue.
- F. It is the intention of the parties that disciplinary action is to be handled and administered in a manner to maintain confidentiality to the extent permitted by law.

## ARTICLE 16

### MANAGEMENT RIGHTS CLAUSE

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while performing a professional duty;



2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
  3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
  5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, extra duty, and the terms and conditions of employment;
  6. To revise and/or extend the school calendar, and/or the regular working schedule, in the event an emergency or weather conditions require the closing of school on 10 or more regularly scheduled days. All make-up time shall be considered part of the teacher's regular assignment and annual salary. All make-up time and the scheduling of such make-up time shall be done early with the mutual consent of the Association.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States.

ARTICLE 17

SEVERABILITY

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

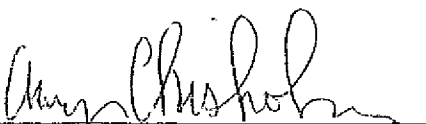
ARTICLE 18


DURATION


The provisions of the Agreement will be effective September 1, 2008 and will continue in full force and effect until August 31, 2010.


ASSOCIATION

PITTSFORD AREA SCHOOL  
BOARD OF EDUCATION

  
\_\_\_\_\_  
(President)

  
\_\_\_\_\_  
(President)

  
\_\_\_\_\_  
(Lead Negotiator)

  
\_\_\_\_\_  
(Secretary)

06-30-08

APPENDIX A

SALARY SCHEDULE

2008-2009

| <u>YEAR</u> | <u>BA</u> | <u>CONTINUING/PROFESSIONAL<br/>CERTIFICATE</u> | <u>MA/MS</u> | <u>MA+15</u> |
|-------------|-----------|--|--------------|--------------|
| 1           | 38,004    | 38,383   | 41,348       | 42,421       |
| 2           | 39,527    | 39,916   | 43,100       | 44,021       |
| 3           | 41,268    | 41,677   | 44,995       | 45,961       |
| 4           | 43,083    | 43,510   | 46,975       | 47,986       |
| 5           | 44,982    | 45,425   | 49,045       | 50,095       |
| 6           | 46,965    | 47,426   | 51,205       | 52,301       |
| 7           | 49,032    | 49,517   | 53,402       | 54,608       |
| 8           | 51,189    | 51,695   | 55,813       | 57,012       |
| 9           | 53,880    | 54,413   | 58,605       | 59,826       |
| 10          | 56,845    | 57,406   | 61,820       | 63,100       |

2008 – 2009

0% pay increase; Teachers on steps receive their step.

2009 – 2010

½% pay increase if the September 2009 student count is less than the February 2009 student count. If the September 2009 student count is the same or higher than the February 2009 student count the Board will give a ½% pay increase for a total of 1%. If there are 10 (ten) students more for the September 2009 count than the February 2009 count the Board will pay another 1% increase totaling 2%. If there are 20 (twenty) students more for the September 2009 count than the February 2009 count the Board will pay another 1% increase totaling 3%. The counts do not include Sacred Heart.

1. Teachers will be paid two hundred dollars (\$200) per day for each of two (2) days of parent-teacher conferences and one (1) records day. (1/2 day at end of each semester) Teachers must be present for the whole day to receive the full pay.
2. After twelve (12) years at the Pittsford Area Schools, a teacher will receive \$200 in additional to their salary. From that point onward the teacher will receive an additional \$50 each year they remain. Such sums will be added to the succeeding year's individual contract.
3. MA +15 shall be based on credits earned after completion of the Masters. These hours (15) must be graduate level unless otherwise approved by central office administration.

**APPENDIX B  
ATHLETIC COMPENSATION**

2008-2010

|   |         |
|---|---------|
| Football                                | 13.5%   |
| Assistant Football                      | 7.0%    |
| J.V. Football                           | 7.0%    |
| Jr. High Football                       | 4.5%    |
| Boys Varsity Basketball Head            | 13.5%   |
| Girls Varsity Basketball Head           | 13.5%   |
| Boys J.V. Basketball                    | 7.0%    |
| Girls J.V. Basketball                   | 7.0%    |
| Boys Jr. High Basketball *              | 4.5%    |
| Girls Jr. High Basketball *             | 4.5%    |
| Baseball                                | 8.5%    |
| Softball                                | 8.5%    |
| Volleyball                              | 8.5%    |
| J.V. Volleyball                         | 4.5%    |
| Jr. High Volleyball                     | 4.5%    |
| Boys Track                              | 8.5%    |
| Girls Track                             | 8.5%    |
| Asst. Track                             | 3.25%   |
| Boys Jr. High Track *                   | 4.5%    |
| Girls Jr. High Track *                  | 4.5%    |
| Boys Cross Country *                    | 4.25%   |
| Girls Cross Country *                   | 4.25%   |
| Wrestling                               | 10.5%   |
| Jr. High Wrestling                      | 4.5%    |
| Golf                                    | 6.5% ** |
| Fall JV & Varsity Cheerleading          | 4.0%    |
| Winter JV & Varsity Cheerleading        | 5.0%    |
| Band (Marching & Concert)               | 12.0%   |
| 7th & 8th Grade Cheerleading (together) | 2.5%    |
| Junior Pro                              | \$50.00 |

\*If one person does both jobs, the person will receive full pay for both.

\*\* Plus, membership for Golf Coach

Percentage based on experience in activity on BA schedule down seven steps per year. Staff hired prior to the 2005-2006 school year will be able to move across the BA to the MA salary schedule. All new staff (those who have not coached the sport at Pittsford prior to 2005-2006 school year) will have Schedule B percentages based only upon the BA salary schedule.

## APPENDIX C

### EXTRA DUTIES

#### 2008 - 2010

|                         |  |
|-------------------------|--|
| Student Council Advisor | 1,097.00                                   |
| Safety Patrol           | 217.00                                     |
| Yearbook                | 2,133.00                                   |
| Spanish Club            | 840.00                                     |
| Spanish Club Trip       | 419.00                                     |
| National Honor Society  | 1,784.00                                   |
| SADD                    | 710.00                                     |
| 7th Grade Advisor       | 408.00                                     |
| 8th Grade Advisor       | 408.00                                     |
| 9th Grade Advisor       | 778.00                                     |
| 10th Grade Advisor      | 778.00                                     |
| 11th Grade Advisor      | 1,784.00                                   |
| 12th Grade Advisor      | 1,784.00                                   |
| Sub a class period      | 27.07/hr (prorated for elementary recess). |
| Pride                   | 1,091.00                                   |
| Quiz Buster             | 371.00                                     |
| Counselor               | 1,000.00 (5 days)                          |
| Quiz Bowl Coaches       | 158.00 per coach                           |
| Recycling               | 200.00                                     |
| Homebound Instructors   | 17.50 per hour                             |

These flat rate amounts will change by the same percentage of salary increase in future years.



LEVEL II

A. Date received by Superintendent or designee: \_\_\_\_\_

B. Disposition of Superintendent or designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL III

A. Date submitted to Board: \_\_\_\_\_

B. Disposition of Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL IV

A. Date submitted to Arbitration: \_\_\_\_\_

B. Disposition and award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Arbitrator's Signature

\_\_\_\_\_  
Date

NOTE: All provisions of Article \_\_\_\_\_ of the Agreement dated \_\_\_\_\_, 20 \_\_, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES. CALENDAR / SCHEDULE 2008-2010

**PITTSFORD AREA SCHOOLS  
2008 – 2009 CALENDAR**

|                  |       |  |
|------------------|-------|--|
| <b>AUGUST</b>    | 26    | Professional Development   |
|                  | 27    | Professional Development   |
|                  | 28    | Professional Development   |
| <b>SEPTEMBER</b> | 2     | First Day for Students   |
|                  | 22    | <b>NO SCHOOL</b> – Fair Day/Professional Development                                     |
| <b>OCTOBER</b>   | 7     | ½ day for students a.m./Parent-Teacher Conferences<br>12:30-3:30 p.m. and 5:00-8:00 p.m. |
|                  | 31    | <b>End of First Marking Period</b>   |
| <b>NOVEMBER</b>  | 26    | 2-hr. early dismissal for Professional Development                                       |
|                  | 27-28 | <b>NO SCHOOL</b> – Thanksgiving Vacation   |
| <b>DECEMBER</b>  | 22-31 | <b>NO SCHOOL</b> – Christmas Vacation  |
| <b>JANUARY</b>   | 1-2   | <b>NO SCHOOL</b> – Christmas Vacation  |
|                  | 16    | ½ day – student exams in a.m./Teacher Workday in p.m. *<br><b>End of First Semester</b>  |
| <b>FEBRUARY</b>  | 13    | 2-hr. early dismissal for Professional Development                                       |
|                  | 16    | <b>NO SCHOOL</b> – Presidents’ Day   |
|                  | 26    | ½ day for students a.m./Parent-Teacher Conferences<br>12:30-3:30 p.m. and 5:00-8:00 p.m. |
| <b>MARCH</b>     | 20    | <b>End of Third Marking Period</b>   |
|                  | 30-31 | <b>NO SCHOOL</b> – Spring Break  |
| <b>APRIL</b>     | 1-3   | <b>NO SCHOOL</b> – Spring Break  |
|                  | 10    | <b>NO SCHOOL</b> – Good Friday   |
|                  | 29    | 2-hr. early dismissal for Professional Development                                       |
| <b>MAY</b>       | 25    | <b>NO SCHOOL</b> – Memorial Day  |
|                  | 27    | Exams – Full Day *   |
|                  | 28    | Exams – Full Day *   |
|                  | 29    | ½ day – student exams in a.m./Teacher Workday p.m.                                       |
|                  |       | <b>LAST DAY OF SCHOOL</b> (Without any make-up)  |

\* School cancellation moves schedule to next school day.

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**Number of days in each marking period:**

1<sup>st</sup> – 43 days

2<sup>nd</sup> – 43 days

3<sup>rd</sup> – 44 days

4<sup>th</sup> – 43 days

**Teacher Days – 177    Student Days – 166 Whole Days, 4 Half Days & (3) 2 hr. early dismissals = 173**

