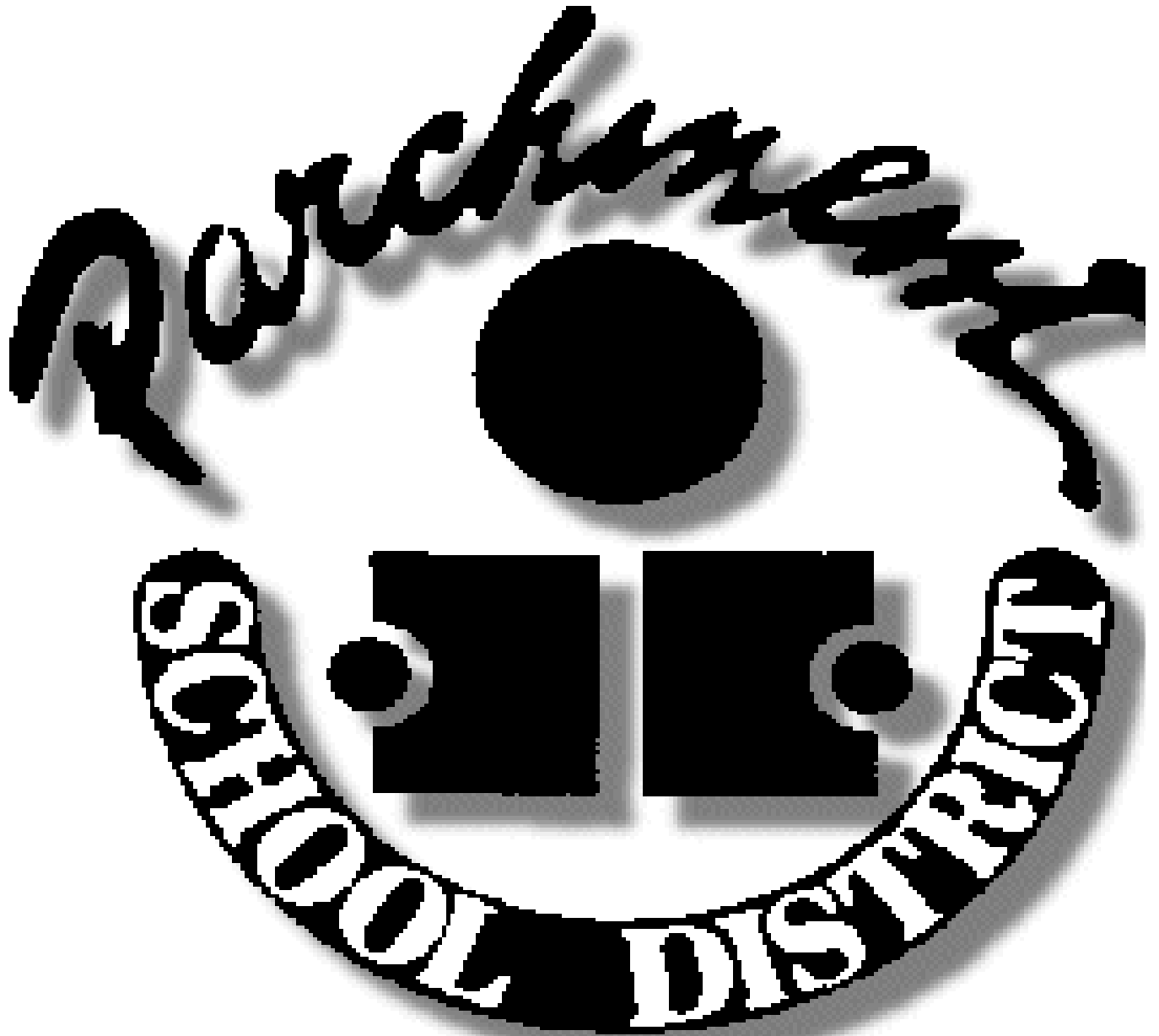


**AGREEMENT  
BETWEEN  
PARCHMENT SCHOOL DISTRICT  
AND  
KALAMAZOO COUNTY EDUCATION ASSOCIATION  
JULY 1, 2005 - JUNE 30, 2011**



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## AGREEMENT

THIS AGREEMENT entered into by and between the PARCHMENT SCHOOL DISTRICT, Kalamazoo County, Michigan, hereinafter called the "Board," and the KALAMAZOO COUNTY EDUCATION ASSOCIATION, hereinafter called the "Association," an affiliate of the MEA. The signatories shall be the sole parties of this Agreement.

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Parchment School District is their mutual aim and that the character of such education depends significantly upon the quality and morale of the teaching service.

In consideration of the following mutual covenants and agreements herein contained, it is agreed:

### ARTICLE 1 - RECOGNITION

**SECTION A:** The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 336 of the Public Acts of 1947, as amended, for all **full-time and regularly scheduled part-time** certified professional teaching personnel, **excluding Alternative Education and Adult Education teachers assigned to the Barclay Education Center who have not previously been assigned to teach in the regular education program in the Parchment School District, and also excluding substitute teachers and student teachers**, on tenure or probation, together with the school social worker (if employed by the School District before November 1, 2008), school psychologist (if employed by the School District before November 1, 2008), temporary teaching employees under contract, but excluding supervisory and executive personnel, per diem substitutes, teacher aides, and any other person engaged at least 50% of the time in direct administration and supervision of professional personnel and employees of any other employer. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined.

**Section B:** The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a complaint, and having the complaint adjusted without intervention of the Association, not inconsistent with the terms of this Agreement. The teacher may, however, at any time, request the assistance of the Association.

**Section C:** Teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Association and the Michigan Education Association) upon such conditions as the Association shall establish, these dues and assessments to be determined no later than September 30 of the current school year. Such sums shall be deducted from the regular salaries of all such teachers.

**Section D:** Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the commencement of teaching duties, shall as a condition of employment, pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy provided, however, that the teacher may authorize payroll deductions for such fees in the same manner as provided in Section C. In the event that a teacher shall not pay such service fee directly to the Association or authorized payment through payroll deductions, as herein provided, the Board shall, at the request of the Association, terminate the employment of such teacher. The Board and the Association expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for dismissal from employment.

**Section E:** The Board will make applicants for teaching positions in Parchment aware of this provision prior to hiring new teachers.

**Section F:** The Association agrees to indemnify and save the Board harmless from and against any and all claims, suits, costs of defense and/or any other form of liability that may arise out of or by reason of action taken by the Board in reliance upon or compliance with the terms and provisions of Section D of this Article.

**Section G:** Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

## **ARTICLE 2 - RIGHTS OF TEACHERS**

**Section A:** Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every employee of the Board in the appropriate unit shall have the right freely to organize, join, and/or support the Association for the purpose of engaging in collective bargaining and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board agrees that it will not directly or indirectly deprive, coerce or discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any Association activities (which do not interfere with any educational program) or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment.

**Section B:** Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

**Section C:** The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or any other protected group as defined by the Elliot-Larson Civil Rights Act.

**Section D:** The Board and the Association recognize the right of either party appropriately to invoke the assistance of the State Labor Mediation Board.

**Section E:** The Association and its members shall have the right to use school building facilities at all reasonable (not interfering with any educational programs) hours for meetings. Staff room bulletin boards and other established media of communication shall be made available to the Association and its members.

**Section F:** The Board agrees to furnish to the Association in response to reasonable requests from time to time such information as may be available concerning the financial resources of the District, tentative budgetary requirements, allocations, agendas and such other information as will assist the Association to bargain collectively. The Board agrees to furnish such other information as will assist the Association in developing intelligent, accurate, informed and constructive educational programs on behalf of the teachers and their students.

**Section G:** It has been agreed by the parties that during the duration of this Agreement, if the Board staffs an Alternative Learning Center at the Middle School that includes directed instruction, then in such case the staff will include one bargaining unit member.

### **ARTICLE 3 - RIGHTS OF BOARD**

**Section A:** The Board recognizes the importance of the teacher and committee opinions and recommendations in the effective operation of the educational processes.

**Section B:** The Association recognizes certain rights and responsibilities of the Board among which are the following: to operate its schools, to maintain order and efficiency; to hire; to direct the teaching force; to determine the number of teachers; to discipline, suspend, demote and discharge for reasonable causes; to require teachers to observe rules and regulations; to determine the number and location of schools; to approve the curriculum to be taught within the school system including interactive telecommunications instruction and experimental or pilot programs; to use volunteers while not replacing or substituting for bargaining unit members; and to exercise all powers and authorities granted to schools by the Constitution or laws of this State.

### **ARTICLE 4 - ASSOCIATION**

**Section A:** The Association agrees that it will not directly or indirectly engage in or assist in any strike affecting the Parchment School District, as said term is defined by the Public Employees Relations Act.

**Section B:** The Association agrees that after the master contract has been executed by the Board and the Association covering the contract year it will cause to be delivered to the Board within ten (10) days from the date of tender [which shall be within twenty (20) days after signing of the master contract, or in case of multi-year contract, fifteen (15) work days prior to the first scheduled teacher

work day] the individual signed teacher's contracts provided that by mutual agreement between the teacher and the Board a teacher may be given additional time, in special cases, to sign his/her contract on condition that the Board may at once start looking for a replacement. Before the position is filled, the teacher who has originally been tendered a contract will have a last chance to accept before awarding a contract for the position to another.

**Section C:** A teacher who intends to resign is expected to file a written notice of resignation with the School District at least sixty (60) days prior to September 1. The School District may notify the State Board of Education when a teacher under contract fails to perform such contract without just cause. However, if the School District does notify the State Board of Education, it must first notify the teacher in writing at least five (5) days prior to such notification, that it is taking such action, at his/her last known address as shown on the records of the school.

**Section D:** At the beginning of every school year, the Association shall be credited with seventeen (17) days to be used by teachers who are officers or agents of the Association; provided, however, that the Association shall reimburse the Board for substitutes, if needed, at the current substitute rate for days used over eight (8). In addition, the Association President shall receive twelve (12) days to conduct Association business; provided, however, that the Association shall reimburse the Board for substitutes, if needed, at the current substitute rate for days used over two (2). The Association President agrees to notify the Board in writing no less than seventy-two (72) hours in advance of taking such leave identifying the individual to be on leave.

**Section E:** If the Superintendent chooses to meet with the PEA president for purposes of contract administration or employee relationships, released time will be provided.

**Section F:** The Association agrees that it will encourage teachers to fulfill the provisions of this Contract.

## **ARTICLE 5 - SITE BASED MANAGEMENT**

**Section A:** Site Based Management is defined as a decentralization of the decision-making process to allow the individuals closest to the decision's effect(s) to be directly involved in identifying, planning, implementing, evaluating and continually modifying those decisions.

**Section B:** The following roles are established for the various groups involved in the process:

1. The Board of Education, or its designee, and the Association, which selects and/or replaces their respective members, will facilitate and support the process by reviewing decisions and requests for waivers and by providing input and/or consideration for approval of requests to waive contractual/Board policy language which limits a group's opportunity to explore new procedures, techniques or practices which are intended and designed to improve the efficiency and effectiveness of services.



2. The District Coordinating Council will facilitate and support the process by reviewing decisions and requests for waivers and by providing feedback to the building Site Based Management team on non-contractual/non-Board policy plans as well as contractual/Board policy related waiver requests.

**Section C:** Notwithstanding anything contained in this Agreement, the Board shall have the right to implement decisions made by a Site Based decision making committee pursuant to Section 1202a of the School Code of 1976, as amended by 1993 P.A. 335.

**Section D:** The following contractual prerequisites, considerations and constraints shall be observed whenever and wherever the process of Site Based Management is implemented:

1. There will be no violations of contractual/Board policy provisions without appropriate waivers.
2. Participation in Site Based Management will be voluntary, and an individual will not be evaluated, disciplined or discharged based upon the degree of participation or non-participation in the process. Time or compensation for committee work may be provided.
3. An individual's contractual rights cannot be usurped or waived without his/her approval.
4. Provisions may be made for training staff members in such areas as communications skills, consensus building, conflict resolution, collaborative decision making, etc.

**Section E:** Whenever a Site Based Management decision conflicts with a contractual or Board policy issue, a waiver must be obtained by the following procedure. Implementation is dependent upon the approval of all involved parties:

1. The waiver request will be presented to all parties and governing boards impacted by the plan including the Association President, the District Coordinating Council Coordinator and the Superintendent.
2. Waiver requests must include supporting documents and rationale; a certification that all involved groups endorse the waiver; and a certification that a review/assessment procedure has been determined and will be implemented.
3. The governing bodies and the Superintendent will approve or deny the waiver or return the request to the petitioning group with suggestions for further review or modification.

**Section F:** A Site Based Management Decision shall not be binding on any other building, other teacher, or other group of teachers, nor shall such decision be construed to establish a precedent for any other decisions.

## **ARTICLE 6 - NEGOTIATING PROCEDURES**

**Section A:** It is contemplated that matters of common concern not discussed prior to the execution of and not specifically covered by this Agreement shall be subject to professional negotiations between the parties from time to time during the period of this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

**Section B:** In the event the salary schedule is reopened for negotiation by mutual agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

**Section C:** In any negotiations described in this Article, neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification of the majority of the Board of Education of the School, and by a majority of the membership of the bargaining unit as described in Article 1, Section A, of this Agreement, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

**Section D:** Upon ratification by both parties, the contract shall be signed by representatives of the Board of Education and by representatives of the Association and the bargaining unit as described in Article 1, Section A, of this Agreement.

## **ARTICLE 7 - TEACHING HOURS**

**Section A:** Unless necessary to satisfy laws or State regulations related to hours of student instruction, the teacher's normal working day shall be seven and three-fourths (7 3/4) hours including lunch. Unless necessary to satisfy laws or State regulations related to hours of student instruction, assigned supervisory and formal instructional pupil-teacher contacts shall not exceed twenty-seven (27) hours in grades Alternative Kindergarten - 5, twenty-eight (28) hours in grades 6-8, and thirty (30) hours in high school. Unless necessary to satisfy laws or State regulations related to hours of student instruction, staff work will be limited to one (1) after-school period (one hour) per week, and up to one (1) evening per school year.

Not included in the previously mentioned one (1) evening per year are one conference session in the fall and one in the spring which shall be scheduled during an evening in each building. In exchange, teachers shall be collectively released from duty for one afternoon per evening conference session at a mutually agreed upon time. All evening conferences shall be held between the hours of 4:30 p.m. and 7:30 p.m. unless modified by the mutual agreement of building teaching staff and the building administrator.

Teachers shall not be assigned on a regular basis to supervisory duties during working hours before or after the regularly scheduled student day. Supervisory and formal instructional pupil-teacher contact shall not include set up and tear down time. The student contact time of special teachers shall not exceed the hours of student contact time of regular classroom teachers.

**Section B:** The Board will not require teachers to work in excess of the above hours except for those receiving compensation for extra-pay items as set forth in Schedule "B" attached hereto.

**Section C:** Teacher participation in co-curricular activities for which no additional compensation is paid will be voluntary, recognizing that their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, including preparation for the supervision of co-curricular student activities and functions.

**Section D:** All teachers shall be entitled to a duty-free uninterrupted lunch period except those who receive compensation for lunch period supervision. The teacher's lunch period shall be fifty (50) minutes in grades Alternative Kindergarten-5 and a minimum of thirty (30) minutes in grades 6-12.

**Section E:** Elementary teachers will be guaranteed an average of thirty (30) minutes planning time per day as they are released by special teachers, except that this planning time may be provided by adjusting scheduling at the option of the Board. Other teachers will be provided a planning period equivalent to a regular class period. For the current school term, teacher-pupil contact per day will not be increased from that of the past without consultation of the parties. Additional planning time shall be added as determined by the Board to provide a total of three hundred (300) minutes per week. Teachers who have assignments in two or more buildings will be provided travel time and preparation and clean up time prior to and after classes.

**Section F:** The Board shall establish the calendar and the workday for teachers as required by law to receive the maximum amount of State Aid as required by the Michigan School Code of 1976 as amended, and the State School Aid Act of 1979, as amended.

**Section G:** Teachers who are new hires to the Parchment School District shall report to their supervisor(s) one day prior to the first scheduled reporting day for other teachers. The use of such time shall be at the discretion of the supervisor, except that the Association may request and will be granted one hour to meet with said employee(s), such time to be mutually scheduled between the supervisor, the Association and the teacher(s). The day shall not be considered an addition to the regularly scheduled Contract days and shall be without additional pay or benefits.

**Section H:** It is the intent of the parties that negotiations on the school calendar be completed before May 1 of each year.

Except as required by law to receive the maximum amount of State Aid, successive calendars shall neither be increased nor decreased, in the following areas, during the life of this Agreement:

Student Instructional Days 182\*  
Teacher Preparation Days 4  
In-Service Days 2  
Total 188

\*As a non-precedence-setting accommodation for the 2005-2006 school year, two student instructional days originally scheduled as half days will be combined into one full day, resulting in 181 student days. Total Contracted Days will remain at 188 for the 2005-2006 school year.

Should the State mandate additional instructional days, teachers shall be compensated at their attained per diem salary for each such day.

**Section I:** Office support personnel shall be available to teachers in all buildings at times when students are in attendance during the regular school day.

**Section J:** When the District requires kindergarten teachers to report early for the purpose of kindergarten enrollment, said teachers shall receive additional pay for such duty on a per diem basis.

### **ARTICLE 8 - LAYOFF AND RECALL**

**Section A:** All bargaining unit employees shall be in a period of probation for four (4) years, including employees eligible for continuing appointment.

**Section B:** The term "probationary teacher" shall mean any teacher employed by Parchment School District who has not been placed on tenure by the Board of Education.

**Section C:** The term "tenure teacher" shall mean a teacher who has satisfactorily completed his/her probationary period and has been placed on tenure by the Board of Education.

**Section D:** Continuing appointment employees are bargaining unit members not eligible for tenure. Such employees shall be eligible for continuing appointment after the completion of four (4) years of work for the Parchment School District. At the conclusion of the probationary period, the Board shall either terminate or place such employees on continuing employment. After a probationary employee obtains continuing employment, he/she shall be dismissed only for reasonable and just cause, subject to the grievance procedure.

**Section E:** If the Board of Education shall determine it necessary to reduce the number of personnel employed by the District, the following procedure shall be employed:

1. The services of probationary employees shall first be discontinued unless certain of the probationary teachers are teaching a grade level or a subject matter for which no tenured teacher is certified and qualified.
2. If, in the opinion of the Board, it becomes necessary to lay off tenured teachers or employees on continuing appointment, the School shall lay off the least senior unit member, provided remaining unit members are certified and qualified to fill the remaining positions., and providing that the remaining unit members meet all necessary requirements of state and federal statutes, including, but not limited to, No Child Left Behind (NCLB).

**Section F:** In the event of recall, occurring within three years of a layoff, the School District shall appoint the most senior laid off employee who is both certified and qualified for the existing vacancy. A tenured teacher shall be given preference over a probationary teacher.

**Section G:** For the purposes of both layoff and recall, the following criteria shall be utilized making decisions relative to a teacher's qualifications:

1. Core Subjects (as defined by the NCLB): teachers assigned to core subjects shall be highly qualified as defined by state and federal statutes, including, but not limited to, No Child Left Behind.
2. Non-Core Subjects: teachers assigned to non-core subjects shall be teaching within their major or minor field of study, and/or meet all other state and federal statutes, including, but not limited to, No Child Left Behind.
3. In the event a teacher revokes all or a portion of the endorsements on his or her certificate, as permitted by State Law, the Board may nevertheless consider such revoked endorsements as valid if they were in effect on the date of original hire.

**Section H:** Notwithstanding the above, a teacher who would be subject to layoff who does not have a major, minor or experience as stated in Section G above for a remaining position, shall be given the opportunity to submit proof of ability, experience or other talent that would allow the teacher to be deemed qualified to fill remaining positions.

**Section I:** Recall rights shall expire three (3) years after layoff for any teacher who is non-tenured at the time notice of layoff is given. Tenure teachers shall have recall rights from layoff in accordance with the applicable provisions of the Tenure Act.

**Section J:** No reduction in the bargaining unit shall occur with the incorporation of experimental-pilot programs which require an instructional position for which a bargaining unit member is certified and qualified. Should a teacher choose not to participate in an experimental-pilot program,

he/she shall be transferred to the first vacancy for which he/she is certified and qualified. If no vacancy exists for which he/she is certified and qualified, the teacher shall be placed on layoff. Experimental-pilot programs shall be as designated by the Board of Education, and which were not in operation prior to June 30, 1995. Further, experimental-pilot programs shall not be classified as such after three years following the beginning date of such programs.

Following termination of such programs, or subsequent to the date when such programs are no longer classified as experimental-pilot, all teachers who remain on layoff as a result of the implementation of such programs shall be returned to the first vacancy for which they are certified and qualified.

**Section K:** If a reduction in staff is necessary, the Board shall, prior to taking formal action notifying teachers of a layoff, meet with representatives of the Association. At the earliest opportunity, the Association, and if possible the unit members who would be affected, shall be notified of possible layoffs.

**Section L:** Non-classroom or so-called special teachers assigned to a classroom because of a layoff shall return to their former positions once reinstatement of the former position is made by the Board of Education.

**Section M:** Seniority shall be measured from the employee's most recent date of continuous employment in the School District. Said date shall be defined as the first scheduled work day. When two (2) or more teachers have the same seniority date, they shall be placed on the seniority list by order of lowest social security number. Seniority shall be recorded by years of continuous service rounded to three (3) decimal places, and shall accrue only to the extent the employee receives compensation. Seniority for days during which a teacher receives no compensation shall be deducted on a pro rate basis. Under no circumstances shall more than one (1) year of seniority accrue during a fiscal year, nor shall extra work such as Schedule B items, kindergarten round-up, extended contracts, etc. be used in lieu of or in addition to the contract year as specified in Article 7 Section H. Seniority accrual for teachers whose contract is less than full time shall be reduced proportionately. Seniority shall not accrue during a period of layoff. Upon recall, seniority accrued prior to layoff shall be restored.

**Section N:** Prior to August 15 of each school year, the Board shall furnish the Association President with a list reflecting seniority status as of the immediately preceding June 30. Challenges to the seniority list must be submitted to the Board by the Association on or before Fourth Friday.

**Section O:** A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position at the beginning of the next school year will be paid according to a reduced annual salary rate, such that 90% of his/her unemployment compensation plus the reduced annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

1. The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the employee would have received had he/she been employed the entire school year.
2. The District will ensure that no teacher subject to the provisions of this Section shall incur increased tax liability as a result of the enforcement of this section.

## **ARTICLE 9 - TEACHING ASSIGNMENTS - VACANCIES - TRANSFERS**

**Section A:** Teachers shall not be assigned, except temporarily, outside the scope of their teaching certificates or major and minor field of study, providing that the teacher meets all necessary requirements of state and federal statutes, including, but not limited to, No Child Left Behind (NCLB). The term "temporarily" shall mean not in excess of one (1) school year.

**Section B:** Teachers who will be affected by a change in grade assignments in the elementary level and by changes in subject area assignment in the secondary level will be notified and consulted by their principals as soon as possible. Such change will be voluntary to the extent possible. The Superintendent shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the grievance procedure.

**Section C:** Requests by a teacher for transfer to a different class, building, or position or to an extra-pay assignment shall be made in writing, on forms furnished by the Board, one (1) copy of which shall be filed with the Superintendent after consultation with the building principal. Consultation with and due consideration of the teacher will be given. Qualification, ability and length of service shall be considered in such assignments and transfers. Requests by teachers for transfers shall be considered along with all candidates being considered in such selection. Transfer request forms received on or before May 1 of any school year will be considered for the subsequent school year. Said forms will be returned to applicants once staffing for the new year is completed.

The Administration shall respond in writing within five (5) days following a staffing decision to each teacher who has requested a transfer. Said reply shall include a response to the transfer request and, if applicable, state the reason(s) for denial.

**Section D:** When the Board has determined that a vacancy exists for a teaching or extra-pay assignment covered by this Agreement, a notice of the vacancy shall be posted for a period of five (5) school days after which selection or assignment will be made. Whenever vacancies occur during summer when regular school is not in session, teachers who have expressed an interest in writing in said position or in a similar position as outlined in Section C above and the bargaining unit president shall be contacted by the Board and notified of the vacancy. The teacher so notified shall have the responsibility to contact the Board within five (5) days of receiving such notification.

**Section 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 Board decides to fill the vacancy, it may be filled on a temporary basis for four (4) weeks. Following a maximum of such four (4) weeks, the Board shall fill the declared vacancy pursuant to the following: (This provision shall not apply to extra-pay assignments.)

1. Qualified and certified teachers on partial assignment who desire the position on the basis of seniority.
2. Recall of qualified and certified laid-off teachers pursuant to recall provisions.
3. Consideration of pending transfer requests.
4. New hires.

Notices of all vacancies shall be mailed to laid-off Parchment teachers. Teachers who are placed in such vacancies pursuant to 1, 2, or 4 of the above procedure shall only be assured of such placement for the remainder of the year. The position shall be posted at least two (2) weeks before the end of the school year. The Association President shall be notified when vacancies are filled.

**Section F:** The Board hereby expresses its preference for employing bargaining unit members for extra-pay assignments (including, but not limited to Schedule B positions) from within the bargaining unit. Therefore, if two or more candidates possess equal qualifications for said positions, preference shall be given to the bargaining unit member. However, incumbents who are not members of the bargaining unit shall not be displaced by a bargaining unit member, nor shall their positions be posted unless they resign or are removed from said positions, thereby creating a vacancy.

## **ARTICLE 10 - TEACHING CONDITIONS**

**Section A:** It is agreed that the average of pupils to teachers and other professional staff members in the District shall not exceed twenty-five (25) pupils to one (1) teacher or staff member. For purposes of this Section only, the computation for the average of pupils to teachers shall be computed as follows: All students in Alternative Kindergarten through 12 shall be counted along with vocational education students and special education students who are included in the Fourth Friday count as a result of consortium activity. This number shall be divided by the total number of full-time equivalent teachers within the District specifically excluding the school social worker, the school psychologist and the administrative staff.



1. Elementary class size shall not exceed eighteen (18) pupils in Alternative Kindergarten; shall not exceed twenty-eight (28) pupils in kindergarten; and shall not exceed thirty one (31) students in grades 1-5. The administration will attempt to equalize kindergarten classes throughout the District. Other students may be transferred to another building to facilitate the balancing of class sizes between classes; however, such bussing of students shall not be made for the purpose of eliminating a teaching position or a class.
  - a. Whenever the class size exceeds fifteen (15) pupils for more than ten (10) consecutive days in Alternative Kindergarten, the teacher may elect to have a teacher aide for the class.
  - b. Whenever the class size exceeds twenty-three (23) pupils for more than ten (10) consecutive days in kindergarten, the teacher may elect to have a teacher aide for the class.
  - c. Whenever the class size exceeds twenty-six (26) pupils for more than ten (10) consecutive days in grades 1-5, the teacher may elect to have a one-half (1/2) time teacher aide.
  - d. Whenever the class size exceeds twenty-eight (28) pupils for more than ten (10) consecutive days in grades 1-5, the teacher may elect to have a full time teacher aide.
  - e. The Administration will provide substitutes for teacher aides who are absent for more than one day.
  - f. Class size limitations and the provisions for teacher aides shall not be applicable to elementary art, music, or physical education classes (specials). No special class shall exceed maximum class size in regular education class sizes.
  - g. Other solutions mutually agreeable with the teacher shall not be considered a violation of a - e above.
2. Secondary (6-12) class size shall not exceed thirty-one (31) pupils except for traditionally larger classes (such as physical education, vocal and instrumental music), except as may be mutually agreeable with the teacher. Teachers teaching AP math, AP English, TAG, trigonometry, calculus, physics, and honors courses whose classes exceed thirty-one (31) pupils must elect to have a half-time teacher's aide or additional compensation based upon the following schedule:

32 pupils	=	\$1,010
33 pupils	=	\$1,515
34 pupils	=	\$2,020

Additional compensation prorated based upon instructional days (Article 7H).

**Section B:** State law mandates that "for the first three years of employment in classroom teaching, a teacher shall be assigned by the school to one or more master teachers, college professors, or retired master teachers, who shall act as a mentor to the teacher." In compliance thereof, the Parchment Board of Education, if selecting and appointing bargaining unit members as Mentor Teachers, will employ the following guidelines. Nothing contained herein shall limit the right of the Board to select and appoint Mentor Teachers who are not members of the bargaining unit:

1. Qualified staff will submit their intentions to become Mentor Teachers by June 1 of each school year. The list of names will be maintained until the teacher requests removal from said list.
2. The ultimate and overriding criteria in selecting a Mentor Teacher will be the respective candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
3. All appointments as Mentor Teachers shall be voluntary.
4. Appointments will be for three (3) years; however, either party may request a change through the building principal or the building principal may determine that a change is in the best interest of the parties. Mentor Teachers may resign the appointment at any time.
5. Mentor and mentee communications shall be confidential, and neither shall act to evaluate the other.
6. Training of Mentors shall be provided by the District as necessary. State Professional Development funding may be utilized. However, no funding will be utilized by a Mentor Teacher on sabbatical leave.
7. A Mentor Teacher from a public school academy shall not possess transfer rights into the bargaining unit.
8. Compensation for Mentor Teachers who are members of the bargaining unit shall be as set forth in Schedule B. Compensation for Mentor Teachers who are not members of the bargaining unit shall be as established by the Board.

**Section C:** The Board recognizes that appropriate supplies and equipment are the tools of the teaching profession which the Board agrees to supply within the means of the budget on the basis of

staff member or committee recommendations and the requisitioning procedure administratively established.

**Section D:** Under no conditions shall a teacher be required to drive a school bus or work in the lunchroom as part of his/her regular assignment, except by mutual agreement.

**Section E:** The Board shall make available in each classroom building a staff room.

**Section F:** Telephone facilities shall be made available to teachers for their reasonable use. No personal toll calls shall be charged to the school number. A telephone shall be available for private teacher-parent consultation in each building.

**Section G:** Adequate off-street parking facilities shall be provided and properly maintained, and reserved exclusively for staff use.

**Section H:** Because of a change in State Law, all but two "Snow days" must be rescheduled. Student instruction days canceled due to "Acts of God" in excess of two shall be rescheduled during contingent snow day make-up days in reverse chronological order. Excepting the first two days, all other such days canceled during the school year and not rescheduled during contingent snow day make-up days shall be rescheduled as student instruction days following the last scheduled student instructional day.

The above notwithstanding, should one or more buildings be closed due to a power outage, loss of water, etc., but classes are held in the rest of the District such that the day in question is counted as an instructional day for State Aid purposes, the teaching staff assigned to said building(s) is to report to a designated building for purposes as determined by the School Improvement Team.

**Section I:** A student teacher shall not be used as a substitute for an absent teacher except to teach the classes he/she is regularly conducting. A regular teacher shall be available to assist at all times.

**Section J:** The Board will provide for each teacher lockable storage space for storage of personal articles.

**Section K:** The District will ask another administrator or a teacher other than a counselor to become a substitute administrator in a building any time the regular administrator is out of the District for the majority of the day. If said appointed administrator is a teacher, the District will provide a substitute for said teacher.

## **ARTICLE 11 - LEAVE PAY**

**Section A:** All teachers absent from duty on account of approved reasons shall be allowed full pay for a total of ten (10) days absence in any school year, the unused portion of which shall accumulate year to year without limit. Annual sick leave shall accrue to the teacher on the first contract day of

the school term. In the event a first-year teacher terminates employment, the annual ten (10) days shall be prorated to the time employed. (Use of sick leave time cumulative to half-day minimums).

Sick leave pay shall be allowed when used as follows:

1. Personal illness or injury of the teacher.
2. Critical illness in the immediate (husband-wife-child-parent) family or household occupant.
3. Emergency illness in the family or household which requires a teacher to make arrangements for necessary medical or nursing care.
4. Time necessary for doctor or dental appointments.

**Section B:** A teacher who qualifies under the State Retirement Act and has completed ten (10) or more years of service in the Parchment School District, will be paid for one-half (1/2) of all accumulated unused sick days up to a maximum of ninety-five (95) days at a rate of .0025 of the BA base per day if he/she terminates employment under any of the following circumstances:

1. Voluntary retirement under the provision of the State Retirement Act.
2. Disability retirement under the provisions of the State Retirement Act prior to regular retirement age.

**Section C:** After twenty (20) years of service as a teacher or an administrator within the Parchment School District, a teacher shall receive **\$150.00** for each year of service as a teacher upon severance from the District as a teacher. This provision includes disability but not death.

**Section D:** If, after receiving a payment under this provision, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which he/she is entitled.

**Section E:** If a teacher loses time due to injury on the job and does not receive workers' compensation, he/she will receive fringe benefits and will be paid (including Schedule "B") by the Board and any loss of time will not be chargeable to sick leave, with a maximum time limit of five (5) working days for any single occurrence. If a teacher receives workers' compensation and has accrued sick leave benefits available, the sick leave shall be paid to the teacher on a proportionate basis so as to make up the difference between his/her regular pay and the workers' compensation benefits received by the teacher until his/her sick leave is exhausted. Sick leave days shall be charged proportionately in such cases.

**Section F:** Except as restricted below, when an employee's sick leave benefits have been exhausted, he/she may utilize up to an additional twelve (12) sick leave days per year, such days to

be drawn from a Sick Leave Bank. The Sick Leave Bank shall be maintained as a result of each employee contributing one (1) of their accumulated sick leave days. For each sick leave day contributed, the Sick Leave Bank shall be credited with one-half (1/2) day of Sick Leave Bank time. The Employer shall be responsible for the administration of the Sick Leave Bank. The Association shall be provided a written monthly report concerning the use of the Sick Leave Bank.

At any time the Sick Leave Bank is reduced through use to twelve (12) days, each employee shall contribute an additional day, provided, however, that no employee shall be required to contribute more than two (2) days per year. Employees working less than full time shall contribute to and use the bank on a pro-rata basis.

1. A teacher may not draw from the bank prior to the fourth year of employment with the District.
2. Each teacher will contribute one day to the bank beginning with his/her third year of employment.

**Section G:** The above notwithstanding, an employee may voluntarily contribute sick leave to another teacher to be used for critical need. Such contribution, except as otherwise defined below, is entirely independent from and unrelated to the sick leave bank described in Article 11F. Each day contributed shall equate to 1/2 day for the recipient. The Association shall be responsible for the administration of critical need sick time, but agrees to notify the Employer of such use.

1. First through third year teachers with the Parchment School District may apply for and may receive critical need sick leave under this provision.
2. Teachers with four or more years in the Parchment School District must exhaust their twelve (12) days from the Sick Leave Bank as described in Article 11F prior to being considered for critical need sick leave.

## **ARTICLE 12 - LEAVES OF ABSENCE**

**Section A:** Any teacher whose absence from duty on account of approved reasons as set forth in this Article extends beyond the period compensated under Article 11 shall be granted a leave of absence without pay for a period not to exceed one (1) year to be extended according to law. Leave granted pursuant to this section shall count toward leave to which the teacher may be entitled under the Family and Medical Leave Act (FMLA). Upon return from leave, a teacher shall be assigned to the same position, if available, or substantially equivalent position or such position as may be open in the School District at the time of his/her return for which he/she is qualified.

**Section B:** Leave of absence with pay chargeable against the teacher's Leave Pay shall be granted for the time necessary for attendance at the funeral services of persons whose relationships, at the discretion of the teacher, warrant his/her attendance.

**Section C:** Leave of absence with pay not chargeable against the teacher's Leave Pay shall be granted for the following reasons (do not use sick leave days):

1. A maximum of five (5) days for the death of a teacher's spouse, parent or child; three (3) days for the death of a teacher's grandparent, grandchild, mother-in-law, father-in-law, brother, sister, or household occupant; and one (1) day for an extended family member other than the above.
2. Two (2) school days per year accumulation to five (5) for the conduct of personal business affairs which cannot normally be handled outside school hours, provided at least twenty-four (24) hours advance notice is given. Except as noted below, no justification shall be required of the teacher; however, such days shall not be taken if, in the teacher's professional judgement, the delivery of instruction to students will be impaired. Unused personal days beyond (5) will convert to accumulated sick days.

The following days require justification and administrative approval:

- Inservice or orientation days.
  - The day immediately preceding or following a holiday or vacation period.
  - The first or last week of school for students.
3. Absence when a teacher is called for jury service on condition that the teacher will give the Board immediate notice of such jury call. Remuneration for jury duty service shall be submitted to the District. If such remuneration includes reimbursement for expenses, the District shall return such amount to the employee.
  4. Court appearance as a witness whenever the teacher is subpoenaed. Remuneration so earned will be deducted from the employee's paycheck except for reimbursed expenses.
  5. One (1) day approved visitation at other schools and, upon request, attendance at administratively approved educational conferences, conventions or Association meetings.
  6. Time lost due to situations covered under Article 14.

**Section D:** Leaves of absence without pay may be granted to tenure teachers at the discretion of the Board for the following purposes:

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.

3. Study, research or special teaching assignment involving probable advantage to the School System.
4. Running for political office.

The regular salary increment occurring during such period shall be allowed upon return.

**Section E:** An unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any bargaining unit member in accordance with the Family and Medical Leave Act (FMLA) for any of the following purposes:

1. The birth or placement for adoption or foster care of a child (up to one year from the date of birth or placement);
2. Because of a serious health condition of a bargaining unit member's spouse, child or parent;
3. Because of the bargaining unit member's own serious health condition.

To be eligible for a leave of absence, the bargaining unit member must meet the eligibility requirements set forth in the FMLA and FMLA regulations.

Where permitted by the FMLA, an employee shall have the option to take FMLA leave on an intermittent or reduced schedule. Where permitted by the FMLA, an employee may choose to substitute paid vacation leave, personal leave and/or sick leave for FMLA unpaid leave.

In accordance with the FMLA, the Board shall continue group health plan benefits during a FMLA leave. This shall not be construed as a waiver of the Board's right to recoup premium payments from employees where permitted by the FMLA or as an agreement to provide benefits greater than what would have been provided if the employee was not on FMLA leave.

FMLA leaves of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. Limitations found under section 108 of the FMLA--"Special Rules Concerning Employees of Local Educational Agencies"--shall apply. The Board reserves all rights granted to school districts under the FMLA, such as, but not limited to, the right to substitute paid leave for unpaid FMLA leave, to require medical verification of illness, to require a certificate of fitness as a condition for the bargaining unit member's return to work and to require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for bargaining unit members who are married.

If the reason for the FMLA leave is foreseeable, the teacher must provide at least thirty (30) days advance notice of the FMLA leave. All other notice must be provided as soon as it becomes practical.

All other provisions of the FMLA shall apply. This section shall be interpreted consistently with the definitions contained in the FMLA. This section shall not provide employees with any greater rights or benefits than required by the FMLA. Furthermore, the Board reserves all rights granted by the FMLA even if not specifically set forth above.

### **ARTICLE 13 - PROFESSIONAL PERFORMANCE ASSESSMENT**

**Section A:** The evaluation of the work and performance of all teachers is the right and responsibility of the Administration. The District and the Association agree that performance assessment is necessary for the continuous improvement of instruction, for reinforcement of good teaching and for the identification of those areas for which a teacher may need assistance. The performance assessment process shall provide for the use of recommendations for improvement and assistance to the teacher. Details of the assessment form, assessment system and the teacher's general responsibilities shall be shared in writing with teachers at the beginning of the school year. The assessment instrument is an appendix to this contract.

**Section B:** All monitoring or observation of the work performance of a teacher shall be conducted openly by a qualified administrator and with the knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems shall be strictly prohibited except when requested by the teacher in writing. The parties agree that during an observation every effort will be made to maintain the normal teaching-learning process.

**Section C:** A tenure teacher may be discharged by the Board only for reasonable and just cause and only in accordance with the provisions of the Michigan Teachers' Tenure Act. If the Board determines to proceed upon tenure charges calling for the discharge of a tenured teacher, the teacher shall have the right:

1. To appeal the Board's determination to proceed to the State Tenure Commission in the manner and time limits specified in the Tenure Act; or,
2. To file a Demand for Arbitration in accordance with the rules of the American Arbitration Association within thirty (30) calendar days from the date of the Board's decision to proceed, subject, however, to the following conditions and limitations:
  - a. The parties agree that the fees and expenses of the arbitrator incurred as a result of such election shall be shared equally.
  - b. If a teacher elects to appeal the Board's decision to proceed to the State Tenure Commission after a Demand for Arbitration is filed, the Association agrees to dismiss with prejudice such Demand and to pay any and all costs imposed by the American Arbitration Association as a consequence of such filing and dismissal.



- c. Either party shall have the right within fifteen (15) days from the receipt of the arbitrator's decision to apply to a court of competent jurisdiction for a rehearing of the Board's decision to proceed both as to the facts and the law, provided, however, that if application is not made within such time, the decision of the arbitrator shall be binding.

**Section D:** A probationary teacher may be discharged by the Board in its sole discretion. Probationary teachers may grieve adverse assessments or dismissal up to, but not including, binding arbitration. Such grievance must be filed with ten (10) working days from the date of that assessment conference or official notice of dismissal.

**Section E:** Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction.

**Section F:** Assessment Process.

1. Normally the formal process of Professional Performance Assessment will involve a formal evaluation of each tenured teacher no less than once each four years. In non-formal evaluation years an informal evaluation process may occur. However, at the request of either party an Individualized Development Plan or the more formal of the two processes may be administered. Further, when a problem area or behaviors that are of serious concern to the administrator are observed, they will be brought to the attention of the employee as soon as possible. All such observations will be appropriately documented.
2. As a guideline, the summative and the year-end conferences associated with the Professional Assessment process will be completed at least two (2) weeks prior to the last day of school.
3. Working papers, described as items used to assist in the assessment process (i.e. script notes, anecdotal notes, duplicates of previous assessments, oral and informal written reprimand(s), records of pre and post conferences, goals etc.) will not be part of an employee's personnel file, although some papers may be duplicated.

**Section G:** Observations.

1. Scheduled and unscheduled formal observations will be scripted and a post observation conference will occur. A copy of the script notes will be given to the employee.

2. For those tenured teachers scheduled to be evaluated, a minimum of two (2) formal observations and post observation conferences will be held with tenured teachers.
3. Probationary and non-tenured teachers will be formally observed and conferenced a minimum of two (2) times per semester (four times total).
4. It is recommended that at least two (2) of the formal observations be a minimum of thirty (30) minutes. Other observations may vary in length depending upon the purpose.
5. Post observation conferences should be concluded within five (5) working days of the observation. An extension may be requested.

**Section H:** Summative Assessment Conference.

1. A written draft of the summative assessment will be delivered to the teacher at least two (2) days prior to the conference.
2. Failure to note a previously identified deficiency shall be interpreted to mean satisfactory improvement has taken place.
3. The Summative Assessment Conference will result in employment recommendation(s) for:
  - a) continuing probationary status
  - b) tenure
  - c) continued tenure
  - d) placement on an Individualized Development Plan
  - e) dismissal
4. Two copies of the written assessment shall be submitted to the teacher, one (1) to be signed and returned to the administration, the other to be retained by the teacher. In the event the teacher feels the assessment is incomplete or unjust, the teacher may put his/her objections in writing and have them attached to the assessment to be placed in his/her own personnel file. If the teacher believes the material placed in his/her file is inappropriate or in error, he/she may receive adjustment provided cause is shown. The written assessment shall include the following statement: "The teacher's signature indicates that this assessment was read. It does not necessarily imply agreement."
5. A teacher who has been rated unsatisfactory overall on a regular formal professional performance assessment shall have the right to be reassessed by another administrator with teaching credentials if:

- a. The request is made within five (5) days from the receipt of the formal assessment; and
  - b. The teacher sets forth in writing the specific reasons for making the reassessment request.
6. The contents and recommendations of any individual's assessment will not be made public without the express written consent of the employee.

**Section I:** An Individualized Development Plan may be developed at any time during the assessment process. Such Plan shall be developed in consultation with the involved teacher. The Individualized Development Plan will include:

1. Statement(s) of required improvements.
2. Recommendation(s) of how to attain the required improvements, including resources and professional development opportunities.
3. The establishment of a reasonable time line to meet the required improvements.
4. Identification of the consequences that will occur if required improvements are not demonstrated within the established time line.

**Section J:** At the request of either party, a committee of three teachers appointed by the Association and three administrators appointed by the Superintendent will convene to discuss potential modifications to the Assessment Process (Section F), Observations (Section G), the Summative Assessment Conference (Section H), the Individualized Development Plan (Section I) and the Assessment Instrument (attached as an appendix). Modifications derived by the committee, with the concurrence of the Association President and the Superintendent, may be implemented on a voluntary basis subject to the formal negotiations process.

## **ARTICLE 14 - PROTECTION OF TEACHERS**

**Section A:** The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline on the school premises or while chaperoning school-sponsored activities. When it appears to the Board that a particular student requires special attention, the Board will take reasonable steps based upon teacher referral to see that such student is given necessary help.

**Section B:** Any case of assault upon a teacher arising from his/her teaching duties (within the guidelines established by the Board) shall be promptly reported to the Board's designated

representative. Upon request of the teacher, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault.

**Section C:** If any teacher is complained against or sued by reason of justifiable disciplinary action taken by the teacher against a student, the Board will, upon request of the teacher, provide legal counsel.

**Section D:** Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention at the discretion of the Board. Notification of the teacher in writing shall be mandatory if a record of a complaint is placed in the teacher's file.

**Section E:** A teacher shall have the right to submit a written notation or reply regarding any material including complaints and the same shall be attached to the file copy of the material in question. Said written notation or reply shall be submitted to the Superintendent's office no later than ten (10) working days following receipt of the material to be placed in the file. If the action results in a grievance, a new, amended or additional notation may be placed in the file within ten (10) days after the resolution of any grievance resulting from the administration's action.

**Section F:** To the extent possible, volunteers used in classrooms will be under the direction of the classroom teachers. If there is a disagreement with respect to the placement or duties of the volunteers, the teacher, volunteer, and the building administrator will meet to resolve the problem. If the teacher is not satisfied with the administrative decision, the teacher may pursue the grievance procedure up to the School Board level.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

It is the objective of the parties to resolve disputes at the earliest possible time through normal administrative procedures. Accordingly, an Employee grievance shall not be deemed to exist until such Employee has discussed the subject matter of the possible grievance with the supervisor designated by the Employer. Such discussion must take place either no later than ten (10) days after the event which the employee alleges gave rise to the possible grievance or no later than ten (10) days after the Employee had or should reasonably have had knowledge of the event. The Employee shall inform the supervisor that the discussion relates to an alleged contract violation and that the potential for a subsequent grievance exists. The immediate supervisor shall be afforded up to five (5) days after the discussion to resolve the Employee's complaint.

### Step I

If the complaint is unresolved by the disposition of the supervisor, the Employee must, within ten (10) days of the response of the immediate supervisor, but no later than twenty (20) days following the event, file a written grievance with the supervisor on the form appended to this Agreement. At a minimum, the grievance must contain the section(s) of the contract allegedly violated, the remedy sought, and the signature of the grievant. The supervisor shall respond in writing within five (5) days and return the form to the grievant.

## Step II

If the grievance is unresolved by the disposition at Step I, the grievant must, within five (5) days of the response in Step I, advance the grievance to the Superintendent or his designee. At the request of the Employee, the Superintendent or his designee will schedule a formal conference with the grievant and/or union representatives in an attempt to resolve the dispute. Within five (5) days following such conference, or within five (5) days following receipt of the grievance, if no conference is requested, the Superintendent or his designee shall respond in writing and return the form to the grievant.

## Step III

If the grievance is unresolved by the disposition at Step II, the grievant must, within five (5) days from the response at Step II, advance the grievance to Step III by filing the grievance form with the office of the Superintendent. At the time of such filing the grievant shall elect to process the grievance by means of either A or B below.

- A. Within ten (10) days following such filing, the grievance committee of the Board of Education shall meet with the grievant and, at his or her discretion union representatives, in an attempt to resolve the dispute. Within five (5) days following such conference, the Board shall respond in writing and return the form to the grievant.
- B. The grievance shall be submitted to a mediator appointed by the state mediation service. If the Employer and the grievant are unable to reach an amicable settlement within five (5) days of a mediation hearing, unless extended by mutual agreement, proceedings pursuant to Step III shall be terminated.

## Step IV

If the grievance is unresolved by the disposition at Step III, the grievant may, within fifteen (15) days from the response at Step III A, or within twenty (20) days following the mediation hearing at Step III B, advance the grievance to arbitration by filing the grievance form with the office of the Superintendent. The following protocol shall apply:

- A. An arbitrator may, within fifteen (15) days of filing be appointed by mutual agreement of the parties.
- B. In the event the parties do not agree to an arbitrator, the grievance shall be submitted to the American Arbitration Association.
- C. The decision of the Arbitrator shall be final and binding, provided that, within ten (10) days following receipt of the award, neither party applies to a court of competent jurisdiction for determination of the grievance *de novo*.

- D. Fees charged by the Arbitrator and/or the Arbitrator's organization (if applicable) shall be shared equally by the parties unless the Arbitrator for cause shall determine otherwise. Each party shall be responsible for its own costs.

Power of the Arbitrator

- 1. The Arbitrator shall have no power to vary from the terms of this Agreement or to determine that any provision is contrary to any constitution, statute or regulation, it being expressly understood that such determination shall be made by the appropriate court of law. The Arbitrator's decision must be drawn from the essence of the Agreement rather than on his or her personal idea of equity.
- 2. No evidence shall be introduced during the Arbitration Hearing which has not been disclosed to the other party at least five (5) days prior to the hearing.
- 3. The Arbitrator shall have no power to rule on disputes pending before any administrative tribunal, agency, or court of law.

Miscellaneous Provisions

- A. The parties agree that timelines are of the essence, and they therefore shall be strictly followed unless mutually extended by the parties.
- B. Any grievance or request for advancement to the next step which is not made within the prescribed time shall be considered withdrawn and any further proceedings shall automatically terminate. Failure by the administration to respond at any step within the timeline shall be deemed a denial of the grievance.
- C. The parties may agree to waive certain steps of the grievance procedure.

**ARTICLE 16 - CURRICULUM**

**Section A:** The teachers recognize their responsibility to review and recommend curriculum revisions and textbook selections and the Board recognizes its responsibility to act upon such recommendations and give a written reply. Curriculum revisions and textbook selections which are submitted prior to April 1 will receive a written reply by the end of the school year.

**ARTICLE 17 - MISCELLANEOUS PROVISIONS**

**Section A:** Copies of this Agreement shall be duplicated by other means than ditto at the expense of the Board for presentation to teachers employed by the Board.

**Section B:** If any provision of this Agreement or any application of the Agreement to the Board, the Association, or teachers shall be determined by a Court of competent jurisdiction to be contrary to law, then the provision or application shall be deemed invalid, but all other provisions or

applications shall continue in full force and effect. If any subsequent court or legislative action shall reverse a previous ruling, the latter shall prevail.

**Section C:** Aside from a tuberculosis test or X-ray, the Board will pay for any medical, psychological or psychiatric examinations requested by the Board.

**Section D:** Each teacher shall have the right upon reasonable request to review the content of his/her own personnel file as maintained in the Superintendent's office. An Association representative may be requested by the teacher to accompany him/her in such review.

**Section E:** Before the District enters into an agreement with other school districts for the purpose of establishing consortia or shared-time programs in K-12 education that would be administered by the District, the District will consult with the Association to establish an agreement regarding wages, hours, and working conditions for affected employees.

**Section F:** Wherever applicable in this Master Agreement, the term "working days" or "work days" shall be defined as regularly scheduled teacher work days during the school year and days that the central administration offices are open for business during the summer.

## **ARTICLE 18 - PROFESSIONAL COMPENSATION**

**Section A:** The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Any voluntary extra duty assignments not included in Schedule B shall receive compensation as established by the Board at the time the activity is approved after consultation and agreement with the Association. Appearance of certain jobs on the extra-pay schedule does not make their existence mandatory.

**Section B:** The teacher shall notify the Board three (3) weeks prior to the first payroll date of the school year whether the teacher wishes to receive his/her salary prorated on a ten (10) month basis or prorated on a twelve (12) month basis.

**Section C:** A teacher assigned to an extra class on a regular basis with more than six (6) classes in Grades 6-8 or more than four (4) classes in Grades 9-12 will be paid an additional one-sixth (1/6) of the teacher's attained salary for Grades 6-8 and one-fourth (1/4) of the teacher's attained salary for Grades 9-12.

**Section D:** Salary accruals disbursed during July and August are based upon the salary schedule of the previous fiscal year.

**Section E:** Outside experience credit shall be given at the discretion of the Board when a teacher is initially hired. Commencing July 1, 1996, credit for outside experience shall be given to any teacher who was given less than full credit at the time of initial hiring. An eligible teacher must request said credit in writing. Credit shall be given according to the following schedule: One year of credit shall be given after the completion of each five (5) full years of teaching experience in

Parchment. No teacher shall be credited with more than five (5) years outside experience after initial hire. For purposes of this Section teaching experience shall consist of teaching in Michigan while holding a Michigan teaching certificate.

**Section F:** A teacher who is dismissed or transferred from an extra-pay position may file a grievance; however, the grievance may not proceed past Step 2 of the grievance procedure. No such dismissal or transfer shall be made without just cause. Should a teacher be unable to fulfill a Schedule B position for whatever reason, including termination, said teacher shall be compensated proportionately to the contracted amount.

**Section G:** Substitute teachers:

1. Substitute teachers are to be hired for all absent teachers, except as in Article 10, Section I.
2. Members of the teaching staff who are asked to substitute for other teachers are to receive \$25.00 per hour (prorated accordingly for longer class periods) provided in so doing they give up time that is normally unassigned.
3. Part-time members of the teaching staff who are asked to substitute outside their normally scheduled workday will receive \$25.00 for their first hour of teaching per day, and \$17.09 for each subsequent hour per day.
4. Retirees may elect to provide substitute teacher services to the District in the areas of their qualifications and authorize the District to apply the substitute pay towards the cost of hospitalization insurance premiums. Substitute pay for teachers in the early retirement program (93-95) shall be .003 of the BA base per day.

**Section H:** If a coach, currently employed by the Board, is transferred from one level of coaching to another in the same activity (all athletic coaching is considered one activity) he/she is to be credited with his/her years of service in that activity. A head coach in any activity shall receive no less extra duty pay in that sport than any of his/her assistants.

**Section I:** Increments become effective September of each year and advancement under the salary schedule shall be automatic as of September 1 or February 1 following completion of required or professional courses.

**Section J:** Advancement to the MA + 30 schedule may be in the form of successfully completed semester hours or State Board CEU's or a combination thereof equating to thirty (30) semester hours. If continuing education units are employed they must be issued by the State of Michigan. Three CEU's will equate to one graduate hour unless the provisions are changed by the State of Michigan. Advancement to the MA + 30 Schedule shall be automatic under the following conditions:



1. The thirty (30) semester hours shall be in addition to those required to obtain a Master's Degree.
2. At least sixteen (16) of the thirty (30) semester hours must be at the graduate level.
3. At least twenty one (21) of the thirty (30) semester hours must be completed after the date of the award of the Master's Degree.
4. All of the thirty (30) semester hours must be completed within a ten (10) year span.

No teacher who has been placed on the MA + 30 schedule shall be removed due to the provisions of paragraphs 1 through 4 above.

**Section K:** The Board agrees to reimburse teachers for administratively approved **graduate** coursework up to **50% or \$175 per semester hour, whichever is less, that is \$102.72 for tuition reimbursement per semester hour** successfully completed after the State mandated certification requirement (~~in 1998-1999, 18 hours~~) has been met. Successful completion shall be interpreted as a 2.5 or better, or its equivalent on a 4.0 scale, or a "pass" grade for a class graded on a pass/failure basis. The reimbursement amount will be determined at the contractual rate in effect coincident with commencement of the first scheduled day of the class **and an annual maximum of 12 semester hours per contract year also coincident with the commencement of the first scheduled day of class.**

**Section L:** Teachers required to participate in overnight trips that are adopted as a required component of the curriculum shall be paid an additional \$41.74 per night not to exceed five nights in any school year.

**Section M:** Any non-degree teacher hired by the Board shall not receive a salary higher than Step One on the Bachelor Degree Schedule.

**Section N:** Retirees must agree not to file for unemployment benefits from the School District.

### **ARTICLE 19 - INSURANCE**

Subject to the provisions hereinafter set forth, and contingent upon written notice to the Board including the submission of properly executed forms, each teacher shall have the right to select one of the following plans, namely:

**MESSA-PAK Plan A** - For employees needing health insurance. The Board agrees to pay on behalf of each full-time teacher **\$1130.00** per month for the purchase of the following MESSA-PAK benefits for a full 12 month period for the teacher and his/her family

- MESSA Choices II or Supercare 1
  - Long Term Disability            66 2/3 %
  - \$3,000 per mo. Maximum
  - 90 calendar days – modified fill
  - Freeze on offsets
  - Alcoholism/drug addition and mental/nervous – same as any other illness

Delta Dental	(100/90/90: <b>\$2500 ;/90: \$4000 lifetime Max; two cleanings per year; Sealants – Yes; No adult ortho)</b>
Negotiated Life	\$30,000 AD & D
<b>Vision VSP III Plus – Platinum</b>	

**MESSA-PAK Plan B** - For employees not needing health insurance. The Board agrees to pay on behalf of each full-time teacher **\$132.33** per month

Delta Dental	(100/90/90: <b>\$2500 ;/90: \$4000 lifetime Max; two cleanings per year; Sealants – Yes; No adult ortho)</b>
Negotiated Life	\$40,000 AD & D
<b>Vision VSP III Plus - Platinum</b>	
Long Term Disability	66 2/3 %
	\$3,000 per mo. Maximum
	90 calendar days – modified fill
	Freeze on offsets
	Alcoholism/drug addition and mental/nervous – same as any other illness

In addition, the Board agrees to contribute to contribute \$227.25 per month as cash-in-lieu for each full-time teacher electing MESSA-PAK Plan B

The Board agrees to provide a pro rata contribution to part-time teachers electing MESSA-PAK Plan A or B in proportion to the number of hours employed per week.

**Plan C** - The Board agrees to provide a pro rata contribution to part-time teachers not electing MESSA-PAK Plans A or B to purchase MESSA Super Care I or Choices II health insurance. The Board's contribution is based on MESSA-PAK Plan A and is in proportion to the number of hours employed per week.

The aforesaid insurance benefits shall by subject to the following limitations and conditions, namely:

1. Husband and Wife Coverage. If a husband and wife are both employed by the Board, one spouse may elect MESSA-PAK Plan A and the other may elect MESSA-PAK Plan B.
2. Duration of Coverage. If a teacher provides professional services for the entire school year, the Board's insurance contribution shall extend for twelve (12) calendar months for the period beginning October 1 and terminating September 30. If a teacher provides professional services for less than a full school year, the Board's insurance contributions shall be reduced pro rata.

**ARTICLE 20 - SUBSTANCE ABUSE**

All staff and students deserve an environment that is safe and free from the dangers of drugs, alcohol, or other intoxicating substances. All school district employees and students will suffer the

effects of a teacher whose work performance and attendance are below acceptable standards due to drug and alcohol use. Accordingly, it is agreed as follows:

**Section A:** If it is determined that a teacher's job performance has declined, and the Board has reasonable suspicion that such decline is attributable to or related to drug or alcohol use, the teacher may be required to submit to drug or alcohol screening at Board expense. The school district shall treat such teacher as any other teacher with a health problem. When a drug or alcohol problem is identified, the school district will attempt to help the teacher correct the problem.

**Section B:** Any teacher bringing illegal or un-prescribed drugs or alcoholic beverages on school premises, or using, selling, dispensing, or being under the influence of such drugs or alcohol on school district premises will be subject to disciplinary action up to and including termination.

**ARTICLE 21 - DURATION OF AGREEMENT**

This Agreement shall be effective as of the 1<sup>st</sup> day of July, 2005, and shall continue in effect until June 30, **2011**. The parties agree to reopen the Agreement prior to June 30, 2008 for the sole purpose of bargaining salaries and insurance benefits for **future** years. However, either party may elect to reopen the contract for the purpose of negotiating changes to Article 19 (Insurance) by providing the other part with thirty (30) days advance notice of its desire to negotiate changes. The Agreement may be extended for periods beyond June 30, 2011 by a written document duly executed by both parties, but not in any other manner.

IN WITNESS WHEREOF, the parties have hereto set their hands this \_\_\_\_ day of October 2007.

PARCHMENT SCHOOL DISTRICT

KALAMAZOO COUNTY EDUCATION  
ASSOCIATION

By: \_\_\_\_\_  
Matthew J. Miller  
Superintendent

By: \_\_\_\_\_  
Nicole Berish  
PEA President

**SCHEDULE A**

**Base: \$32,689 (2007-2008)**

<b><u>Step</u></b>	<b><u>Bachelor Degree Index</u></b>	<b><u>Master Degree Index</u></b>	<b><u>MA + 30 Semester Hours Index</u></b>
1	1.00	1.07	1.14
2	1.05	1.13	1.20
3	1.10	1.19	1.26
4	1.16	1.25	1.32
5	1.22	1.32	1.39
6	1.28	1.39	1.46
7	1.34	1.46	1.53
8	1.40	1.53	1.61
9	1.46	1.60	1.68
10	1.52	1.67	1.75
11	1.58	1.74	1.82
12	1.64	1.81	1.89
13	1.72	1.90	1.98

**Longevity IA:** (Step 14) A teacher on Step 13 during the preceding school year shall receive a sum in addition to his/her basic compensation as follows:

	<b><u>BA Index</u></b>	<b><u>MA Index</u></b>	<b><u>MA +30 Index</u></b>
2007-2008	<b>\$1,192</b>	<b>\$1,282</b>	<b>\$1,330</b>

**Longevity IB:** (Steps 15 – 27) A teacher on Step 14 during the preceding school year shall receive a sum in addition to his/her basic compensation as follows:

	<b><u>BA Index</u></b>	<b><u>MA Index</u></b>	<b><u>MA +30 Index</u></b>
2007-2008	<b>\$1,692</b>	<b>\$1,782</b>	<b>\$1,830</b>

**Longevity II:** Starting with a teacher's sixteenth (16th) full year on step thirteen (13), (**Step 28**) the teacher shall be entitled to Longevity II pay. A teacher receiving Longevity II pay shall have his/her compensation calculated based upon the following indices plus **Longevity IB** pay:

<b><u>Index</u></b>	<b><u>BA Index</u></b>	<b><u>MA Index</u></b>	<b><u>MA +30</u></b>
	1.86	2.054	2.14

A teacher shall be entitled to receive a maximum of five (5) years of Longevity II pay.

Teachers who attained the Master's Degree Equivalency on or prior to September 1, 1991 shall be grandparented on the Master's Degree Index.

**SCHEDULE B - EXTRA PAY SCHEDULE  
2005-2006 / 2006-2007 / 2007-2008**

In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following sums. For each activity in sections I-IV, the first set of numbers represents no (0) years of experience, the second set one (1) year of experience, etc. The number preceding the slash(/) is the percent to be multiplied by \$30,083 for the '07/08 school year which yields the annual compensation following the slash.

<b>I. Athletic Director<sup>1</sup></b>	16\	\$4,813	17\	\$5,114	18\	\$5,415	19\	\$5,716	20\	\$6,017
<b>II. Athletic Coaching</b>										
<b>Group 1: Head Football, Head Basketball, Head Wrestling:</b>										
	11.5\	\$3,460	12.5\	\$3,760	13.5\	\$4,061	14.5\	\$4,362	15.5\	\$4,663
<b>Group 2: Head Baseball, Head Track, Head Gymnastics, Head Softball, Head Volleyball, Head Tennis, Assistant Athletic Director, Assistant Basketball<sup>2</sup>, Assistant Football<sup>3</sup>, Faculty Athletic Manager, Head Soccer:</b>										
	8.5\	\$2,557	9.5\	\$2,858	10.5\	\$3,159	11.5\	\$3,460	12.5\	\$3,760
<b>Group 3: Head Golf, Head Cross Country, Assistant Track (Reserve), Assistant Baseball (Reserve), Assistant Wrestling, Assistant Softball, Assistant Gymnastics, Assistant Soccer, Assistant Volleyball:</b>										
	6.5\	\$1,955	7.5\	\$2,256	8.5\	\$2,557	9.5\	\$2,858	10.5\	\$3,159
<b>Group 4: Middle School:</b>										
<b>Basketball</b>	6.2\	\$1,865	7\	\$2,106	7.7\	\$2,316	8.4\	\$2,527	9.2\	\$2,768
<b>Track</b>	4.8\	\$1,444	5.5\	\$1,655	6.2\	\$1,865	7\	\$2,106	7.7\	\$2,316
<b>Volleyball</b>	4\	\$1,203	4.6\	\$1,384	5.2\	\$1,564	5.8\	\$1,745	6.5\	\$1,955
<b>III. Fine Arts Coaching:</b>										
<b>Dramatics: High School<sup>4</sup>, Middle School<sup>5</sup>:</b>										
	2.5\	\$752								
<b>High School<sup>6</sup></b>	4\	\$1,203	5\	\$1,504	6\	\$1,805				
<b>Music: High School Band:</b>	8.5\	\$2,557	9.5\	\$2,858	10.5\	\$3,159				
<b>High School Chorus:</b>	6\	\$1,805	7\	\$2,106	8\	\$2,407				
<b>Middle School Band, Middle School Chorus, Elementary Choir:</b>										
	2\	\$602	2.5\	\$752	3\	\$902				

**SCHEDULE B - EXTRA PAY SCHEDULE - 2005-2006 / 2006-2007 / 2007-2008 (Continued)**

### III. Fine Arts (Cont.)

<b>Debate:</b>	3\	\$902	4\	\$1,203	5\	\$1,504
<b>Forensics:</b>	2\	\$602	3\	\$902	4\	\$1,203
<b>High School Musical: Full Responsibility:</b>	7\	\$2,106	8\	\$2,407	9\	\$2,707
<b>Shared Responsibility:</b>	6.5\	\$1,955	7.5\	\$2,256	8.5\	\$2,557
<b>Assistant:</b>	2.5\	\$752				
<b>IV Curriculum Specialists:</b>	7\	\$2,106	8\	\$2,407	9\	\$2,707
			10\	\$3,008	11\	\$3,309

### V Supervisory (Flat Rate)

**Cheerleading: Head Coach, High School (2 seasons):** \$2,374

**Assistant Coach, High School (2 seasons):** \$1,648

**Assistant Coach, Middle School:** \$1,141

**High School Pep Club Advisor (2 seasons):** \$2,375

#### Newspaper:

**High School:** \$2,192

**Middle School:** \$1,552

**Elementary (per bldg):** \$546

#### Student Council:

**High School:** \$3,240

**Middle School:** \$2,023

**Elementary (per bldg):** \$546

#### Yearbook:

**High School:** \$2,740

**Middle School:** \$1,233

**SCHEDULE B - EXTRA PAY SCHEDULE - 2005-2006 / 2006-2007 / 2007-2008 (Continued)**

<b>Safety Patrol:</b>	\$ 729
<b>Quiz Bowl:</b>	\$ 163
<b>Honor Society:</b>	\$ 383
<b>Bus Coordinator:</b>	\$ 915
<b>Technology Coordinator (If not part of regular teaching assignment):</b>	
<b>Secondary (per bldg):</b>	\$1,848
<b>Elementary (per bldg):</b>	\$1,355
<b>Mentor Teachers:</b>	\$ 345

**VI Items paid on an hourly basis**

**Playground Supervision, Lunchroom Supervision, Parking Lot Supervision, Intramurals, Industrial Arts (Administratively approved maintenance), Saturday Detention:**

\$18.31

~~**Driver Training (Road):** \$23.71~~

**Co-op (summer), Summer Library:** \$20.17

**Summer Committee Work:** \$19.24

**Summer School Classroom Instruction (Regular Curriculum Subjects only) ~~Driver Training (classroom)~~ and summer Band Director:** \$24.18

<sup>1</sup>One hour released time for each school day

<sup>2</sup>Reserve, 9<sup>th</sup> grade

<sup>3</sup>Varsity, reserve, 9<sup>th</sup> grade

<sup>4</sup>Each set of three one-act plays

<sup>5</sup>Two one-act plays

<sup>6</sup>Each three-act play

<sup>7</sup>If more than one person is involved, the amount will be divided



**APPENDIX C  
PROFESSIONAL PERFORMANCE ASSESSMENT**

Professional Performance Assessment

Professional Development Review

\_\_\_\_\_  
Teacher's Name                      Building                      Assignment

PRE-OBSERVATION CONFERENCE: I have received a copy and/or I am aware of the District Standards.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Conference Waived \_\_\_\_\_.

OBSERVATIONS  
(dates and times)

POST-OBSERVATION CONFERENCES  
(date)

_____.	_____.
_____.	_____.
_____.	_____.
_____.	_____.

SUMMATIVE ASSESSMENT CONFERENCE

Completed two (2) weeks prior to the last day of school (date): \_\_\_\_\_.

\_\_\_\_\_  
TEACHER'S SIGNATURE                      Date

The teacher's signature indicates that this assessment was read. It does not necessarily imply agreement.

\_\_\_\_\_  
ADMINISTRATOR'S SIGNATURE                      Date

When attachments are presented as a part of this assessment report, both the teacher and administrator shall initial.

\_\_\_\_\_/\_\_\_\_\_.                      \_\_\_\_\_.  
Initials                      Date

\*\*\*\*\*

This teacher is recommended for:

Continued probationary status                      \_\_\_\_\_  
Placement on an Individualized Development Plan                      \_\_\_\_\_  
Tenure                      \_\_\_\_\_

Continued Tenure                      \_\_\_\_\_  
Dismissal                      \_\_\_\_\_

Copies to: Personnel file - Administrator - Teacher

I. Methodology

1. The teacher demonstrates knowledge of the content area.

Yes  
 No

The above is evidenced by:

2. The teacher demonstrates accurate record keeping and pupil evaluation.

Yes  
 No

The above is evidenced by:

3. The teacher demonstrates the use of effective teaching strategies.

Yes  
 No

The above is evidenced by:

II. Management

1. The teacher demonstrates efficient and effective classroom management.

Yes  
 No

The above is evidenced by:

2. The teacher demonstrates effective behavior management techniques.

Yes  
 No

The above is evidenced by:

### III. Professional Behaviors

1. The teacher demonstrates professional relationships with students.

Yes  
 No

The above is evidenced by:

2. The teacher demonstrates professional relationships with parents.

Yes  
 No

The above is evidenced by:

3. The teacher demonstrates professional attributes and responsibilities.

Yes  
 No

The above is evidenced by:

Union: \_\_\_\_\_.

### GRIEVANCE REPORT FORM

\_\_\_\_\_  
Building Assignment Name of Grievant

**Pre Grievance Resolution Information**  
(to be completed by grievant)

A conference was held on \_\_\_\_\_ to discuss a possible infraction of the  
Master Agreement. Present were \_\_\_\_\_

As a consequence the conference, a grievance is hereby filed for formal processing.

\_\_\_\_\_  
Date of Filing Date cause of grievance occurred Signature of grievant

#### STEP I - Immediate Supervisor

Statement of grievance: \_\_\_\_\_

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

Section(s) of the contract allegedly violated: \_\_\_\_\_

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

Relief sought: \_\_\_\_\_

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

Response of immediate supervisor: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature of immediate supervisor Date

Advance the grievance to STEP II (check box if a conference is requested):

\_\_\_\_\_  
Signature of grievant Date

Union: \_\_\_\_\_.

STEP II - Superintendent or Designee

Response of Superintendent or Designee: \_\_\_\_\_

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

\_\_\_\_\_  
Date of Conference  
(If requested)

\_\_\_\_\_  
Date of response

\_\_\_\_\_  
Signature of Superintendent or Designee

Advance the grievance to STEP IIIA (Board of Education or its Committee) :

**OR**

Advance the grievance to STEP IIIB (Mediation):

\_\_\_\_\_  
Signature of grievant

\_\_\_\_\_  
Date

STEP IIIA - Board of Education (Committee)

Board of Education (Committee) response: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date of Meeting

\_\_\_\_\_  
Signature of Board of Education  
Representative

\_\_\_\_\_  
Date

Advance the Grievance to STEP IV - Arbitration

\_\_\_\_\_  
Signature of grievant

\_\_\_\_\_  
Date

A G R E E M E N T

between

PARCHMENT SCHOOL DISTRICT

and

PARCHMENT EDUCATIONAL ASSOCIATES ORGANIZATION/

MICHIGAN EDUCATIONAL SUPPORT

PERSONNEL ASSOCIATION

July 1, 2008 - June 30, 2010

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## A G R E E M E N T

THIS AGREEMENT made as of the date hereinafter set forth by and between PARCHMENT SCHOOL DISTRICT, County of Kalamazoo, Michigan, acting by and through its Board of Education (hereinafter called the "Employer") and the PARCHMENT EDUCATIONAL ASSOCIATES ORGANIZATION/MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (hereinafter called the "Association");

WITNESSETH:

### ARTICLE I - PURPOSE AND RECOGNITION

1.1 Purpose. The general purpose of this Agreement is to promote orderly and peaceful relations between the Employer and the Employees for the mutual benefit of the public, the Employer, the Association, and the Employees.

1.2 Recognition. The Employer recognizes the Association as the sole and exclusive collective bargaining representative of the Employees (as hereinafter defined) in regard to wages, hours, and other conditions of employment.

1.3 Employee Defined. The word "Employee" as herein used shall mean all full-time and regular part-time secretaries who have completed their probationary period, but shall exclude the respective secretaries to the Superintendent and Assistant Superintendent, and all other Employees.

### ARTICLE II - DUTIES AND WORK PROCEDURES

#### 2.1 Employment Schedule.

2.11 Work Week. The regularly scheduled work week for full-time Employees shall consist of forty (40) hours.

2.12 Work Day. The normal work day for full-time Employees shall consist of eight (8) hours plus not less than a thirty (30) minute uninterrupted duty-free lunch period. An Employee shall be entitled to a fifteen (15) minute rest period in the morning and one in the afternoon, provided that if an Employee is scheduled to work overtime for three (3) or more hours, such Employee shall be entitled to an additional fifteen (15) minute rest period after two (2) hours of overtime work and provided further that rest periods shall not interfere with the normal operations of the Employer.

#### 2.2 Transfers and Promotions.

Notice of a vacancy or newly created position within the bargaining unit shall be posted for five (5) days from the date of the Employer's decision to fill the position.

2.21 Notice. Notice of all vacancies and newly created positions within the bargaining unit shall be provided in the following manner:

2.211 School Year. Whenever a vacancy occurs, notice of such vacancy shall be sent to each building and the PEAO President. Laid-off bargaining unit members subject to recall shall also be notified.

2.212 Summer Schedule. A notice shall be sent to all bargaining unit members. An Employee shall have eight (8) days from the mailing of notice in which to make application.

2.22 Selection. Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which internal applicant, if any, has been selected to fill a posted position. Each internal applicant shall be so notified in writing with a copy provided to the Union.

2.23 Qualifications. The Employer declares its support of a policy of filling vacancies with the most qualified person to perform the job. Therefore, vacancies shall be filled on the basis of qualifications, experience, competency, and seniority. All applicants deemed qualified by the Employer shall be interviewed. The position shall be awarded to the most qualified Employee. If two or more Employees are deemed equally qualified, the position shall be awarded to the most senior Employee who has the qualifications, competency and experience necessary to perform the duties of the vacant position. To be eligible to fill a vacancy, an Employee must have performed satisfactorily in her present position. If the vacancy is not filled by bidding, the Employer shall have the right to employ a new hire. The Employer declares its support of a policy of filling vacancies from within the bargaining unit.

2.24 Trial Period. Each transferred or promoted Employee shall be placed in a trial period status: The trial period shall expire at the end of thirty (30) work days. For purposes of this Article only, work days shall be defined as days in which the transferred or promoted Employee fulfills the duties of the new position. The Employer may at any time during the trial period, based upon an inability to satisfactorily perform the requirements of such new classification or position, reassign said Employee to her former classification or position.

2.25 Compensation. The Employee shall be entitled to receive during the trial period the rate of pay designated for the new position.

2.26 Other Transfers or Promotions. Nothing herein shall limit the right of the Employer to temporarily transfer or promote an Employee for a period not to exceed thirty (30) work days or to transfer an Employee working less than a full work day to a temporary position requiring a longer work day, if the Employer determines that the temporary position is likely to extend for more than thirty (30) but less than one hundred twenty (120) work days by reason of the extended absence of a regular employee. An Employee shall not suffer a loss of pay as a result of such transfers or promotions. Transferred employees will receive the higher rate of pay that applies to the new position upon notice of transfer and commencement of new duties. The parties agree that involuntary transfers of Employees are to be avoided whenever possible.

2.27 Additional Work. When additional bargaining unit work is available, such work will first be offered to unit members who work less than forty (40) hours per week based on qualifications, availability and seniority.

2.3 Emergency Dismissal. If school is closed by reason of bad weather or other emergency such that the day cannot be counted for purposes of State Aid, Employees are to report or remain on duty for the first two such days at the direction of their supervisor. For the third and subsequent such days, Employees shall report at the discretion of the supervisor. However, if required to report and work a full day on a day which cannot be counted for purposes of State Aid, the Employee shall not report on the subsequent rescheduled day(s). Should the Employee not be required to work on a day that cannot be counted for purposes of State Aid, she/he shall report on the subsequent rescheduled day(s).

The above notwithstanding, should one or more buildings be closed due to a power outage, loss of water, etc., but classes are held in the rest of the District such that the day in question is counted as an instructional day for State Aid purposes, Employees assigned to said building(s) are to report to a designated building or be released without loss of pay.

2.4 Support Services. In addition to the rights of the Employer set forth in other provisions of this Agreement, the Employer may use persons not covered by this Agreement for the emergencies, and/or supportive services that shall be limited to incidental and ancillary activities and shall not cause the displacement of or the reduction in hours of any bargaining unit positions.

### ARTICLE III - COMPENSATION AND BENEFITS

3.1 Basic Compensation. The basic compensation of each Employee shall be as set forth on Schedule "A". Advancement on the salary schedule shall be as follows:

1200 or more hours worked - one year  
400-1199 hours worked - one half year

3.2 Overtime Compensation. An Employee shall be entitled to receive overtime compensation at the rate of one and one-half (1 ½) times her regular rate of pay for hours worked in excess of forty (40) hours during a work week.

All paid time will be considered as hours worked in computing overtime, except the hours paid for vacations and personal business days. Overtime work shall be as scheduled by the Employer and, except in the case of an emergency, must be authorized by the Employer in advance. All work performed on a holiday shall be paid at the rate of time and one-half. This is an addition to the regular holiday pay.

3.3 Fringe Benefits. The Employer shall provide fringe benefits as set forth on Schedule "B".

3.4 Deductions. The Employer shall have the right to deduct from the pay of each Employee such amounts as may be required by law together with such additional sums as may be mutually agreed upon by the Employer and Employee.

3.5 Tuition Reimbursement. Each bargaining unit member shall be reimbursed for tuition up to \$55.00 per semester credit hour or the entire tuition cost of an enrichment course for continuing education which is related to the Employee's position provided that prior administrative approval is obtained and the course work is beyond a high school degree. To be eligible for such reimbursement the Employee must show proof of successful completion of the course which shall require a B- or its equivalent or a 'pass' grade for a class graded on a pass/failure basis. Payment shall be made in a check to the Employee, other than the Employee's normal paycheck, within thirty (30) days after proof of class completion is submitted.

#### ARTICLE IV - LEAVES

4.1 Sick Leave. Upon the completion of the initial probationary period, each full-time Employee shall be credited with twelve (12) days sick leave in advance of each twelve (12) months of employment. The sick leave allowance of part-time Employees and of those Employees working less than twelve (12) months shall be reduced proportionately. Sick leave shall be administered in accordance with the following guidelines, namely:

A. Sick leave may be used for:

1. Any physical or mental condition which disables an Employee from performing her assigned duties, excluding any condition compensable by Workers' Compensation or for a disability resulting from maternity to the extent expressly required by law.
2. Any communicable disease which would be hazardous to the health of students or other employees.
3. Physical examinations, medical, dental or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the regular work day.
4. Funeral leaves, to the extent hereinafter provided.
5. The critical or emergency illness of the spouse, child or parent of the Employee, or of a permanent resident of the Employee's household. Such leave shall be limited to the use of twenty (20) days per year and shall be taken only to the extent that the presence of the Employee is reasonably required, except that for good cause shown the Employee shall have the right to use up to five (5) additional days upon prior notification of the Superintendent or his designate by the Employee. Any leave days taken pursuant to this provision in excess of the unused portion of the Employee's annual sick leave allowance shall be deducted from sick leave accumulated from a prior year.

B. Sick leave shall accumulate without limit. The amount of unused leave for each Employee shall be certified by the Employer at least each twelve (12) months. No payment for unused sick leave shall be made except as hereinafter provided in Schedule "B". If an Employee shall not complete the contract period, the Employer shall be reimbursed for any days, or fractions of days, used in excess of the proportionate leave days earned as of the termination date.

- C. The Employer may require verification by a competent medical authority.
- D. Except as the Employer shall otherwise agree, leaves shall be allocated in one (1) day increments, shall be charged against duty days only, and shall cease to accumulate during such period as the Employee is on a leave of absence, laid off, receiving Workers' Compensation or disability insurance benefits, or otherwise not regularly providing services to the Employer.

#### 4.2 Funeral Leave.

4.21 Immediate Family (Includes step-member relationships). If a spouse, father, mother, or child shall die and the employee shall attend the funeral of such person, she shall be entitled to five (5) days leave with pay, if reasonably required, which days shall not be charged against sick leave. If a father-in-law, mother-in-law, grandparent, grandparent-in-law, brother, sister, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandchild of the Employee, including also anyone who permanently resides with the Employee, shall die and the Employee shall attend the funeral of such person, she shall be entitled to three (3) days leave with pay, if reasonably required, which days shall not be charged against sick leave. Up to two (2) additional days, deducted from sick leave, shall be allowed for out-of-state travel.

4.22 Others. Up to one (1) day funeral leave may be allowed for the purpose of attending the funeral of a friend or a relative outside the immediate family. Such leave shall be deducted from sick leave.

4.3 Personal Business Leave. All Employees covered by this Agreement shall be allowed up to two (2) personal business leave days per year, with pay, not deducted from sick leave. Two (2) days of unused personal business leave may be carried over to the next year to make a total of four (4) days personal business available for use in one year. Personal business absences shall be governed by the following:

- A. A written request shall be made to the Employer in advance of the anticipated absence, and it may approve or disapprove the request. In case of emergency, verbal request shall be considered but must be reduced to writing at a later date agreed upon between the parties.
- B. Personal business leave shall be used for legitimate business or family obligations which cannot reasonably be scheduled outside the regular work day or on a non-work day. A written request for personal business leave shall constitute a certification by the Employee that the leave will be used for the purposes herein set forth.

4.4 Court Leave. An Employee who is required to appear for jury service or is subpoenaed as a witness in proceedings which arose out of and in the course of her employment with the Employer and in which the personal interests of the Employee are not involved shall be entitled to receive her regular compensation less any fees paid, provided, however, that an Employee

who is subpoenaed as a witness in other proceedings shall be entitled to receive her regular compensation less any fees paid for a period not exceeding twelve (12) work hours. The Employee shall return to her duties whenever her attendance in Court is not actually required.

4.5 Special Leaves. The Employer at its own discretion may require or grant a leave of absence based on but not limited to the following criteria:

- A. The past performance of the Employee;
- B. The staffing needs of the Employer;
- C. The length of service of the Employee and the probability that the Employee will return to the service of the Employer; and
- D. The purpose or purposes of the leave.

4.6 Service Leave. Elected or appointed officers of MESPA shall, upon request, be granted a professional service leave of absence, without pay, for a period of up to one (1) year.

4.7 Association Leave. The Association shall be allowed four (4) days per year for an officer to use for Association business. These days shall not be charged to the individual.

4.8 Disability Leaves. An Employee who is or will be physically or mentally disabled for more than ten (10) work days shall be granted a leave of absence in accordance with the following guidelines:

4.81 Foreseeable Disability. If the Employee knows, or reasonably should know, that the Employee has a physical or mental condition which will result in disability, the Employee shall:

- A. Notify the Employer as to the nature and extent of the expected disability in accordance with Section 4.91.
- B. Furnish the Employer a statement from the attending physician specifying in the physician's opinion
  1. Any limitations on the performance of duties;
  2. The probable date when the Employee will be significantly impaired in the performance of the Employee's duties; and
  3. The probable length of time, if any, during which the Employee will be disabled from performing the Employee's work assignments.
- C. Furnish the Employer such other information as the Employer shall determine necessary to assure the safety and welfare of the Employee, students, other Employees and the public.

4.82 Unforeseeable Disability. If an Employee is disabled by unforeseen circumstances, and the Employee desires to be granted a disability leave, the Employee shall, as soon as practicable, furnish the Employer the information herein required for a foreseeable disability.

4.83 Duration of Leave. An Employee shall be granted a leave of absence for the period of disability except that:

- A. The Employer shall not be required to grant a leave for more than one (1) year unless the law requires a longer period.
- B. An Employee who has materially failed to comply with the disability leave provisions may be denied a leave but shall be permitted to terminate the Employee's employment relationship at such time as the Employee would otherwise have been eligible for the commencement of a disability leave.

4.84 Compensation Benefits. An Employee who has completed the probationary period and has been granted a disability leave shall receive:

- A. Payment from accumulated sick leave benefits to the extent eligible, and
- B. The continuation of the payment of any insurance premiums normally paid by the Employer through the end of the third calendar month in which any accumulated sick leave has been depleted, the employment relationship is terminated, or the Employer's obligation to pay such benefits ends, whichever shall first occur.

#### 4.9 Leave Administration.

4.91 Notice. An Employee shall give the Employer notice of her need to be granted a leave so that the Employer shall have the maximum time to provide for the Employee's absence. A leave for elective health care, personal business leave, court leave, a foreseeable disability, a special leave, a service leave or an Association leave shall be requested at least seven (7) work days prior to the leave date, except that a shorter notice may be permitted because of unforeseeable circumstances.

4.92 Leave Agreement. A leave for elective health care, a foreseeable or unforeseeable disability, a special or a service leave, or any other such leave for more than ten (10) work days shall be agreed to in writing by the Employer and the Employee, or the Employee's personal representative in the case of mental incapacity or physical inability or absence. Each leave agreement shall include a requirement that the Employee notify the Employer in writing prior to a specific time that the Employee intends to return, which notification date shall not be unreasonable under the circumstances provided, however, that prior to such date the Employer shall give notice to the Employee of her obligations pursuant to this provision. If the Employee fails to give such notice within ten (10) work days from the date of such mailing of the Employer notice, the Employee shall be considered a voluntary quit.

4.93 Verification. The Employee shall have the responsibility of verifying her eligibility for leave and any benefits due. If the Employer determines that an Employee knowingly withheld or misrepresented material information concerning the purpose of the Employee's eligibility for leave or for any leave benefits, the Employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the Employee's leave benefits due or to be due under this Agreement.

4.94 Reinstatement Rights. On the termination of a leave, the Employee shall be returned to the job which she held prior to such leave or, if the job has been eliminated, to a similar job, provided that she is still qualified, subject to the rights of other Employees pursuant to this Agreement.

## ARTICLE V - ASSOCIATION RIGHTS AND RESPONSIBILITIES

5.1 Association Rights. In order to facilitate the administration of this Agreement, the Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

5.11 School Facilities. The Association may have the use of school buildings at reasonable hours for meetings related to negotiations, provided that such use shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities.

5.12 Association Representation.

5.121 Association Membership. Each Employee covered by this Agreement shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues, less any amounts not permitted by law. The Employee may authorize deduction for such fee.

5.122 Arrearages. An Employee who shall tender or authorize the deduction of membership dues (or the service fee) shall be deemed to meet the conditions of this Article so long as such Employee is not in arrears of payments of such dues or fees. The Association shall notify the Employee and Employer of the current amount of delinquency and warn the Employee that the Association shall request her termination, unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days. In the event of compliance at any time prior to discharge, charges shall be withdrawn.

5.123 Certification of Dues. The Association shall certify, at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction for Association dues or service fees, the amount of said fees. The Employer shall deduct a prorated amount from each Employee's pay in ten (10) monthly installments from the payroll in each month of the school year and transmit within



twenty (20) days thereafter together with a listing of each Employee for whom deductions were made.

5.124 Objections. Employees paying the service fee provided for herein may object to the use of the service fee for matters not permitted by law.

5.125 Application and Indemnification. The Employer shall not be required to discharge any Employee under the provisions hereof during such time as litigation is pending concerning personal discharge of such Employee. The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association by the execution of this Agreement expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions herein set forth or by reason of claims or demands made by the Association that an Employee be discharged because of the provisions herein set forth.

5.2 Association Responsibilities. The Association shall have, in addition to the other responsibilities expressly set forth herein or required by law the following responsibilities:

5.21 Authorized Representatives. The Association shall promptly notify the Employer in writing of the names of those persons who have currently been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

5.22 Association Cooperation. The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with.

## ARTICLE VI - EMPLOYER RIGHTS AND RESPONSIBILITIES

6.1 Management Rights. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan, or of the United States, and all rights and power to manage and conduct the activities of the Employer and to utilize and direct its Employees, except as otherwise expressly provided in this Agreement.

6.2 Employer Cooperation. The Employer agrees to cooperate with the Association in the application of this Agreement.

6.3 Nondiscrimination. The Employer agrees that it will not discriminate against or between employees on the basis of race, nationality, religion, gender, age, handicap, height, weight, family status, any other protected group as defined by the Elliot Larson Civil Rights Act, or by reason of membership in the association.

## ARTICLE VII - EMPLOYEE RIGHTS AND RESPONSIBILITIES

7.1 Employee Conduct and Responsibilities.

7.11 Although the parties acknowledge the difficulty of completely and precisely defining the responsibilities of each Employee, it is recognized that the responsibilities include the following:

7.111 The performance of all duties with reasonable diligence and in a professional manner.

7.112 The prompt notification to the Employer of any physical or mental condition of the Employee which may temporarily or permanently impair the ability of the Employee to discharge her responsibilities.

7.113 The prompt notification to the Employer of any defective condition in the physical facilities of the District which may cause injury or damage in order that the Employer may provide proper maintenance.

7.114 Compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement.

7.115 The avoidance of tardiness or absence and the reasonable anticipation of any event which will necessarily result in tardiness or absence and the prompt reporting of any such tardiness or absence to the Employer.

7.2 Personnel File. An Employee shall be given prompt written notice of the intention to insert any materials in her personnel file which adversely reflect on the character of the performance of her duties. If the Employee believes that the material is inaccurate she may within ten (10) days following notification of the Employer's intention to insert such material in her personnel file, submit a written statement concerning such material, which statement will be attached to such adverse material and placed in her personnel file.

7.3 Seniority. Seniority shall be defined as the length of service within the bargaining unit. Accumulation of seniority shall begin on the employee's first working day.

7.31 Effective 7/1/96, a unit member will gain a full year's seniority for a contract year totaling 1600 hours of work. Part-time members will have a seniority year prorated based upon the 1600 hour base. Seniority will be determined by the most recent date of hire.

7.32 An employee shall be in a probationary status until she shall have satisfactorily completed sixty (60) work days of employment at which time her seniority shall revert to the first day of work. During such probationary period, the Employee shall not be eligible for paid sick leave, vacation time or personal business leave.

7.33 Laid-off or discharged probationary employees shall have no recourse to the terms of this Agreement.

7.34 The seniority list shall be adjusted annually and distributed to members of the bargaining unit by the 2nd Friday of October.

7.35 Loss of Seniority. Seniority shall be lost on the termination of the employment relationship. The employment relationship shall terminate if an employee:

- A. Voluntarily quits
- B. Retires
- C. Is totally and permanently disabled (as determined by an outside medical expert.)
- D. Is discharged and not reinstated
- E. Is laid off and not recalled pursuant to Article 7.4, or
- F. When an employee transfers to a non-unit position within the School District, her seniority shall be frozen and cease to accumulate. Such employee may return to a bargaining unit position provided there is either a newly created position or an existing vacant position; and further provided that such move does not result in the loss of a bargaining unit position.

7.4 Layoff and Recall. If the number of Employees shall be in excess of the current requirements of the Employer, the Employer shall have the right to reduce the number of Employees. The Employee shall be given fifteen (15) days written notification of such reduction.

7.41 Procedure. The Employee with the least seniority shall be laid off first. In the event of a reduction in excess of two (2) work hours, an employee may claim seniority for the purpose of maintaining full-time status, provided the senior employee is qualified to perform the duties of the position to be staffed.

7.42 Recall Procedure. The Employer shall re-hire Employees in the inverse order in which they were laid off provided the senior Employee is qualified to perform the duties of the position to be staffed.

7.43 Notice of Recall. The Employer shall give written notice of recall by sending a certified letter to the Employee at the last address furnished to the Employer in writing. If the Employee fails to report to work within seven (7) days of the mailing of the notice of recall, unless an extension is granted by the Employer, the Employee shall be considered as a voluntary quit and shall thereby terminate her employment relationship with the Employer. The obligation of the Employer to rehire an Employee shall terminate eighteen (18) months following such layoff.

7.5 Discipline. No Employee shall be discharged or disciplined without just cause.

## ARTICLE VIII - GRIEVANCE PROCEDURE

It is the objective of the parties to resolve disputes at the earliest possible time through normal administrative procedures. Accordingly, an Employee grievance shall not be deemed to exist until such Employee has discussed the subject matter of the possible grievance with the supervisor designated by the Employer. Such discussion must take place either no later than ten (10) days after the event which the employee alleges gave rise to the possible grievance or no later than ten (10) days after the Employee had or should reasonably have had knowledge of the event. The Employee shall inform the supervisor that the discussion relates to an alleged contract violation and that the potential for a subsequent grievance exists. The immediate supervisor shall be afforded up to five (5) days after the discussion to resolve the Employee's complaint.

### Step I

If the complaint is unresolved by the disposition of the supervisor, the Employee must, within ten (10) days of the response of the immediate supervisor, but no later than twenty (20) days following the event, file a written grievance with the supervisor on the form appended to this Agreement. At a minimum, the grievance must contain the section(s) of the contract allegedly violated, the remedy sought, and the signature of the grievant. The supervisor shall respond in writing within five (5) days and return the form to the grievant.

### Step II

If the grievance is unresolved by the disposition at Step I, the grievant must, within five (5) days of the response in Step I, advance the grievance to the Superintendent or his designee. At the request of the Employee, the Superintendent or his designee will schedule a formal conference with the grievant and/or union representatives in an attempt to resolve the dispute. Within five (5) days following such conference, or within five (5) days following receipt of the grievance, if no conference is requested, the Superintendent or his designee shall respond in writing and return the form to the grievant.

### Step III

If the grievance is unresolved by the disposition at Step II, the grievant must, within five (5) days from the response at Step II, advance the grievance to Step III by filing the grievance form with the office of the Superintendent. At the time of such filing the grievant shall elect to process the grievance by means of either A or B below.

1. Within ten (10) days following such filing, the grievance committee of the Board of Education shall meet with the grievant and, at his or her discretion union representatives, in an attempt to resolve the dispute. Within five (5) days following such conference, the Board shall respond in writing and return the form to the grievant.
2. The grievance shall be submitted to a mediator appointed by the state mediation service. If the Employer and the grievant are unable to reach an amicable settlement within five (5) days of a mediation hearing, unless extended by mutual agreement, proceedings pursuant to Step III shall be terminated.

#### Step IV

If the grievance is unresolved by the disposition at Step III, the grievant may, within fifteen (15) days from the response at Step III A, or within twenty (20) days following the mediation hearing at Step III B, advance the grievance to arbitration by filing the grievance form with the office of the Superintendent. The following protocol shall apply:

1. An arbitrator may, within fifteen (15) days of filing be appointed by mutual agreement of the parties.
2. In the event the parties do not agree to an arbitrator, the grievance shall be submitted to the American Arbitration Association.
3. The decision of the Arbitrator shall be final and binding, provided that, within ten (10) days following receipt of the award, neither party applies to a court of competent jurisdiction for determination of the grievance *de novo*.
4. Fees charged by the Arbitrator and/or the Arbitrator's organization (if applicable) shall be shared equally by the parties unless the Arbitrator for cause shall determine otherwise. Each party shall be responsible for its own costs.

#### Power of the Arbitrator

1. The Arbitrator shall have no power to vary from the terms of this Agreement or to determine that any provision is contrary to any constitution, statute or regulation, it being expressly understood that such determination shall be made by the appropriate court of law. The Arbitrator's decision must be drawn from the essence of the Agreement rather than on his or her personal idea of equity.
2. No evidence shall be introduced during the Arbitration Hearing which has not been disclosed to the other party at least five (5) days prior to the hearing.
3. The Arbitrator shall have no power to rule on disputes pending before any administrative tribunal, agency, or court of law.

#### Miscellaneous Provisions

- A. The parties agree that time lines are of the essence, and they therefore shall be strictly followed unless mutually extended by the parties.
- B. Any grievance or request for advancement to the next step which is not made within the prescribed time shall be considered withdrawn and any further proceedings shall automatically terminate. Failure by the administration to respond at any step within the timeline shall be deemed a denial of the grievance.
- C. The parties may agree to waive certain steps of the grievance procedure.

## ARTICLE IX - DEFINITIONS

9.1 Interpretation. Whenever possible each provision shall be interpreted in such manner as to be effective and valid under applicable State or Federal law, but if any provision shall be prohibited or be deemed invalid, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9.2 Captions. Captions are included only for convenience or reference and shall not modify in any way the language of any Article, Section, or Provision contained in this Agreement to which such captions may refer.

9.3 Gender. Whenever in this Agreement the feminine gender is used, it shall be deemed to include the masculine gender and vice versa.

9.4 Definition. For all purposes of this agreement (except Article 2.24), "days" shall mean "work days." Work days shall be defined as days that the Administrative Offices are open for business.

## ARTICLE X - CONTRACT ADMINISTRATION

10.1 Notices. Any written notice given pursuant to this Agreement, unless personally served, shall be deemed to have been received, three (3) days following its deposit in the United States Mail, postage prepaid, when addressed as follows:

- |    |              |  |
|----|--------------|--|
| A. | Employer:    | Office of the Superintendent<br>Parchment School District<br>520 North Orient<br>Parchment, MI 49004 |
| B. | Association: | MESPA<br>5600 Portage<br>Kalamazoo, MI 49002   |
| C. | Employee:    | As set forth in the records of the Employer  |

10.2 Scope, Waiver and Alteration. This Agreement is intended to set forth the entire understanding between the parties and each party waives the right to enter into negotiations on any subject during the term of this Agreement, unless the Agreement makes express provision therefore. No alteration or modification of this Agreement shall be effective unless executed in writing by the parties. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of the Agreement.

10.3 Reclassification. In the event the duties of a job change significantly, such that the possibility of reclassification exists, as defined in the Classification Study of Secretarial

Positions Final Report, June, 1986, the parties mutually agree to negotiate such reclassification based on said Final Report.

10.4 Prohibited Activity. The Association agrees that it will not directly or indirectly engage or assist in any strike as defined by Section one of the Public Employment Relations Act.

10.5 Effective Date and Termination. This Agreement shall commence as of **July 1, 2008** and shall continue in full force and effect until midnight, June 30, 2010.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of December \_\_\_\_\_, 2008.

PARCHMENT SCHOOL DISTRICT,  
COUNTY OF KALAMAZOO, MICHIGAN

PARCHMENT EDUCATIONAL ASSOC.  
ORGANIZATION/MICHIGAN EDUCA-  
TIONAL SUPPORT PERSONNEL ASSOC.

By: \_\_\_\_\_  
Matthew J. Miller  
Superintendent

By: \_\_\_\_\_  
Margaret Beals  
President

SCHEDULE "A"

BASIC COMPENSATION

Section 1: Classifications

- I. Media Secretary
- II. Program Secretary
  - Accounting Assistant
  - General Secretary - High School
  - Student Records Secretary
  - Summer School Secretary
- III. Secretary to the Principal - Elementary Schools
  - Secretary to the Principal - Middle School
  - Secretary to the Principal - High School
  - Curriculum Secretary
- IV. Accounting Section Leader
  - Payroll Section Leader

Rates of Pay  
**2008-2009**

	<u>1st Year</u>		2nd-5th Years		<u>6th-9th Years</u>		<u>10th + Years</u>	
	<u>Index</u>	<u>Rate</u>	<u>Index</u>	<u>Rate</u>	<u>Index</u>	<u>Rate</u>	<u>Index</u>	<u>Rate</u>
I.	1.000	\$12.13	1.027	\$12.46	1.054	\$12.79	1.081	\$13.11
II.	1.090	13.22	1.117	13.55	1.144	13.88	1.171	14.20
III.	1.170	14.19	1.197	14.52	1.224	14.85	1.251	15.17
IV.	1.250	15.16	1.277	15.49	1.304	15.82	1.331	16.15

**2009-2010**

	<u>1st Year</u>		2nd-5th Years		<u>6th-9th Years</u>		<u>10th + Years</u>	
	<u>Index</u>	<u>Rate</u>	<u>Index</u>	<u>Rate</u>	<u>Index</u>	<u>Rate</u>	<u>Index</u>	<u>Rate</u>
I.	1.000	\$12.37	1.027	\$12.71	1.054	\$13.05	1.081	\$13.37
II.	1.090	13.48	1.117	13.82	1.144	14.16	1.171	14.48
III.	1.170	14.47	1.197	14.81	1.224	15.15	1.251	15.47
IV.	1.250	15.46	1.277	15.80	1.304	16.14	1.331	16.47



Section 2: Longevity Pay. Beginning with the tenth ( 10th ) year of service in the Bargaining Unit, an employee shall be entitled to receive longevity pay. Longevity shall be increased at the beginning of each subsequent year of service to the School District according to the following schedule. Longevity payments for employees working less than 1600 hours shall be prorated based upon regularly scheduled hours per year worked at the time of eligibility. One-half ( 1/2 ) of the applicable amount shall be paid on the first pay date in November. The remainder shall be paid on the last pay date in June.

Year	2008-2009	2009-2010	For 52 Weeks Employees Only:		
			Years	2008-2009	2009-2010
10	790	806			
11	912	930			
12	1,033	1,054	15	\$1,313	\$1,339
13	1,157	1,180	16	1,436	1,464
14	1,277	1,303	17	1,559	1,590

Section 3: Retirement. The Employer will pay the contribution to the Michigan Public School Employees' Retirement Fund for each Employee employed under the provisions of this Agreement.

## SCHEDULE "B"

### FRINGE BENEFITS

#### Section 1: Vacation.

- A. Twelve-Month Employees. Each twelve-month Employee shall be entitled to have a vacation with pay at a time mutually agreeable to the Employee and the Employer in accordance with the following schedule, namely:

<u>Employment Period</u>	<u>Vacation Allowance</u>
After One (1) year of uninterrupted svc.	Ten (10) work days
Beginning with the Seventh (7th) year of uninterrupted service	Fifteen (15) work days
Beginning with the Thirteenth (13th) year of uninterrupted service	Twenty (20) work days

- B. Other Employees. Each Employee, other than a twelve-month Employee, who works at least forty (40) weeks during a fiscal year shall be entitled to receive a vacation bonus upon completion of the employment period in accordance with the following schedule, namely:

<u>Employment Period</u>	<u>Vacation Bonus</u>
One (1) to Five (5) years of uninterrupted service	One (1) week's pay
Six (6) to Nine (9) years of uninterrupted service	One (1) week's pay plus one (1) day's pay for each additional full year of service beginning with sixth year
Ten (10) or more years of uninterrupted service	Two (2) week's pay

#### Section 2: Holidays. The following holidays shall be observed, namely:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
July 4th	Day before Christmas
	Christmas Day

An Employee shall receive regular compensation for the above holidays except that if the observed holiday falls on a day that school is scheduled the day shall not be a paid holiday. When holidays are observed on Saturday and/or Sunday it shall be observed on the previous Friday and/or following Monday. Employees will not be paid for those holidays which fall during their unassigned time.

To be eligible for holiday pay the Employee shall not be on unassigned time. Unassigned time shall be defined as time during which the Employee is not scheduled for duty. By way of example, 40 to 45 week employees are normally unassigned during Christmas break, spring break and summer recess. Unassigned time shall commence at the end of the regularly scheduled shift of the Employee and conclude at the start of the shift following such unassigned time.

Section 3: Insurance.

Subject to the provisions hereinafter set forth, each full-time Employee shall have the right to select one (1) of the following Plans, namely:

Plan A. The Employer, on behalf of each Employee who has completed the initial probationary period, agrees to contribute to MESSA Choices II (with a 10/20 prescription drug card) health insurance:

	<u>Employer Pays</u>
Self	\$400.00
Self + 1	\$850.00
Full Family	\$950.00

Also including: Delta Dental Insurance (70/60/60)  
 VSP - 2 Vision Insurance  
 \$5,000 Negotiated Group Term Life Insurance

The stated amounts above are for employees who work 2080 hours annually. The above will be reduced proportionately for employees who work less than 2080 hours annually. However, no employee shall receive less than the Delta Dental, the VSP 2 Vision monthly premium and \$5,000 Negotiated Group Term Life premium.

Plan B. The Employer, on behalf of each Employee who has been employed by the District for at least twelve (12) months agrees to pay the rate below for **MESSA Choices II (with a 10/20 prescription drug card)** health insurance without options during the contract period beginning July 1, **2008** and terminating June 30, **2010**. Should a secretary whose spouse qualifies for insurance, or who herself qualifies for insurance elsewhere, elect insurance under this provision, the resultant net increase in cost to the district will be deducted from the overall increase in wages for the entire unit.

1. Employees working less than 2080 hours will have the Employer rate reduced accordingly. Members of the PEAO who were hired prior to January 1, 2007 and maintained continuous membership by employment will have the 1600 hour proration apply.

2. The rate will be:		<u>Employer Pays</u>
	Self	\$400.00
	Self + 1	\$850.00
	Full Family	\$950.00

Also included: Delta Dental Insurance (70/60/60)  
 VSP - 2 Vision Insurance  
 \$5,000 Negotiated Group Term Life Insurance

Plan C. The Employer agrees to contribute up to \$252.00 monthly as Cash-in-Lieu through the payroll system. This amount will be reduced proportionately for any employee working less than 2080 hours annually.

Also including:           Delta Dental Insurance (70/60/60)  
                                  VSP - 2 Vision Insurance  
                                  \$5,000 Negotiated Group Term Life Insurance

The aforesaid insurance benefits shall be subject to the following limitations and conditions, namely:

1.     Regular Part-Time Employees. The contribution of the Employer shall be proportionately reduced for regular part-time Employees. Such proportionate amount will be calculated on the part-time employee's regularly scheduled hours per year rather than hours actually worked. No contribution shall be made for an Employee whose hours of employment are less than those required by the insurance carrier for membership in the group.
2.     Duration of Coverage. If an Employee provides services for forty (40) weeks or more during a fiscal year, the Employer's insurance contribution shall extend for twelve (12) calendar months beginning October 1 and terminating September 30. If an Employee provides services for less than forty (40) weeks, the Employer's insurance contribution shall be reduced pro rata.

#### Section 4: Payment for Unused Sick Leave.

An Employee who has completed ten (10) or more years of service in the District and who retires or is involuntarily retired by reason of health, or dies while employed by the Employer, shall receive a cash payment equivalent to fifty per cent (50%) of the number of adjusted full-time days of unused accumulated sick leave credited on the date of the Employee's retirement or death. Payment shall be computed at the rate of \$45.00 per day. Payment will be based upon a contracted schedule base of an eight hour day for 40 weeks per year or 1600 hours per year with a maximum \$4,000.00 payment. If the Public School Employees' Retirement Act is amended to provide a benefit to an eligible Employee based upon unused accumulated sick leave, such benefit shall be deducted from any payment made pursuant to this provision. In the event of death, payment shall be made to a beneficiary designated by the Employee in writing, or in the absence thereof, to the Employee's estate.

This provision shall give no vested right to any Employee for payment for unused sick leave, it being expressly recognized and agreed that any such payment may be changed or eliminated in successor agreements and that an Employee's right to such payment shall be governed by the Payment for Unused Sick Leave provision, if any, set forth in the Collective Bargaining Agreement in the year of retirement, or death, as the case may be.

Union: \_\_\_\_\_

**EXHIBIT I**

**GRIEVANCE REPORT FORM**

\_\_\_\_\_  
Building Assignment Name of Grievant

Pre Grievance Resolution Information  
(to be completed by grievant)

A conference was held on \_\_\_\_\_ to discuss a possible infraction of the Master Agreement. Present were \_\_\_\_\_

As a consequence the conference, a grievance is hereby filed for formal processing.

\_\_\_\_\_  
Date of Filing Date cause of grievance occurred Signature of grievant

**STEP I - Immediate Supervisor**

Statement of grievance: \_\_\_\_\_

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

Section(s) of the contract allegedly violated: \_\_\_\_\_

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

Relief sought: \_\_\_\_\_

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

Response of immediate supervisor: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of immediate supervisor Date

Advance the grievance to STEP II (check box if a conference is requested):

\_\_\_\_\_  
Signature of grievant Date

Union: \_\_\_\_\_

STEP II - Superintendent or Designee

Response of Superintendent or Designee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date of Conference  
(If requested)

\_\_\_\_\_  
Date of response

\_\_\_\_\_  
Signature of Superintendent or Designee

Advance the grievance to STEP IIIA (Board of Education or its Committee) :

**OR**

Advance the grievance to STEP IIIB (Mediation):

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

STEP IIIA - Board of Education (Committee)

Board of Education (Committee) response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date of Meeting

\_\_\_\_\_  
Signature of Board of Education  
Representative

\_\_\_\_\_  
Date

Advance the Grievance to STEP IV - Arbitration

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date