

**MASTER AGREEMENT**

**BETWEEN**

**PINCKNEY COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

**AND**

**PINCKNEY EDUCATIONAL  
ASSOCIATION**



**EFFECTIVE**

**January 1, 2019 through December 31, 2019**

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## **MASTER CONTRACT**

Agreement made January 1, 2019, by and between the BOARD OF EDUCATION OF PINCKNEY COMMUNITY SCHOOLS, hereinafter called "the Board" and the PINCKNEY EDUCATION ASSOCIATION, hereinafter called "the Association."

### **WITNESSETH**

WHEREAS the Board and the Teachers desire a quality education for the children of this district, and

WHEREAS respect and cooperation between the Board, Association and the Teachers will assist in providing a quality educational program to the district's children, and

WHEREAS the Board has a statutory obligation, pursuant to ACT 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment,

THEREFORE, the parties following extended and deliberate negotiations have reached certain understandings which they desire to memorialize.

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

### **ARTICLE I RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 (eleven) of Act 379, Public Acts of 1965, for all certified personnel (including classroom teachers, guidance counselors, technology integration teachers) and student and family specialists (social workers) employed by the Board, excluding substitutes, athletic director, supervisory and executive personnel and office and clerical employees.
- B. The term "teacher," where used hereinafter in this Agreement, shall refer to all employees who are employed by the Pinckney Community Schools as above defined.
- C. Except where noted differently in Appendix E, the terms and conditions of this agreement shall also apply to the student and family specialist (social worker) positions.

### **ARTICLE II BOARD RIGHTS**

The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- B. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees, transfer employees, assign work to employees, determine the size of the

work force and to layoff employees.

- C. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including the institution of new and/or improved methods or changes therein.
- D. To adopt rules and regulations.
- E. To determine the qualifications of employees.
- F. To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. To determine all financial and educational policies.
- H. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

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

### **ARTICLE III ASSOCIATION SECURITY**

- A. The Board agrees not to negotiate with any Teacher's 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 grievance and having the grievance adjusted without intervention of the Association if the adjustment is consistent with the terms of this Agreement and provided that the Association has been given an opportunity to be present at such adjustment.

### **ARTICLE IV ASSOCIATION AND TEACHER RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any Teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Any grievance which may arise under the specific charge of discrimination must state clearly the manner in which all parties were treated differently than said grievant which forms the basis for the

charge of discrimination.

- B. The Association and its members may use school rooms at reasonable hours for meetings with the Administration's approval and by scheduling such use with Central Office.
- C. No Teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association.
- D. A bulletin board in the Teachers' lounge in each building shall be made available to the Association and its members.
- E. The Association shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school including annual financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other "readily available" and pertinent information which may be relevant to negotiations or the processing of any grievance.
- F. Board policies will be maintained and accessible through the district webpage. A hard copy is available in Central Office for review.
- G. The Board agrees to provide to the Association up to twenty (20) days per year to permit selected Association members the use of said days for the purpose of attending various Association functions excluding those of non-teaching (non-certified) affiliates. The Association shall reimburse the Board its actual substitute rate for days 11-20. None of these twenty (20) days shall be utilized for overt strike support in other school districts.
- H. The PEA Grievance Chairperson shall be released from regular classroom duties when necessary to facilitate the processing of grievances in conjunction with administratively called meetings.
- I. The Association may use interschool mail and Teachers' mailboxes for Association mail provided that no clerical employees are expected to handle such mail.

## **ARTICLE V PROFESSIONAL COMPENSATION**

- A. The salaries of Teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. Teachers hired from outside of the bargaining unit shall be placed on the salary schedule based on their prior years of teaching and/or administrative experience in other K-12 educational institutions. Normally, Teachers shall be granted one step credit for each two (2) years of prior experience up to Step 5.
  - 1. However, the Board reserves the right to hire Teachers with greater experience at a step above Step 5, but not greater than their years of experience, if the Board deems it necessary in order to hire a suitable candidate.
  - 2. Furthermore, the Board also reserves the right to hire all Teachers at Step 0, should the Board deem that the financial condition of the district necessitates this.
  - 3. Should a new hire be placed on the salary schedule in accordance with B.1 or B.2 above, the Association shall be notified of the variance.

- C. Salary Step Determination: Initial salary step placement for all new Teachers to the district shall be as outlined in Section B of this Article. The initial and subsequent salary step placement of a Teacher shall be adjusted on a yearly basis at the beginning of a school year, as negotiated and subject to 2011 PA 54. Said salary step adjustment shall further be based on total accumulated district seniority as computed (on paid days) and maintained for district seniority purposes in Article XIII and that actual placement be made using the arithmetic mean as follows:
- 0.000yr to 0.250yr = no step increase
  - 0.251yr to 0.750yr = 1/2 step increase
  - 0.751yr to 1.000yr = full step increase
- D. Paychecks will be paid electronically to the bank account designated in writing by the employee. Initial paychecks will be provided on the first district payday that occurs after Teachers have returned to their daily assignments (excluding orientation days). Teachers will receive twenty-six (26) paychecks (year round paychecks) for periods established by the Board.
- E. After completion of the thirteenth (13th), nineteenth (19th) and twenty-fourth (24th) year of contract teaching and administrative experience (combined district and non-district), a Teacher shall annually receive a longevity increment which shall be \$550 after the 13th year, shall increase to \$1,500 after the 19th year, and shall increase to \$2,750 after the 24th year. For the duration of this contract, these payments will not be paid. Longevity will be paid for calendar year 2019 in June 2019 as follows: 13-18 years - \$200; 19-24 years \$350; and 25+ years - \$500. This shall be paid as additional salary. The amount shall begin to be paid as part of a Teacher's fourteenth (14), twentieth (20), and twenty-fifth (25) year contract. Said increments shall be prorated for less than a full year and/or teaching schedule. A Teacher's signature on his/her annual contract salary statement shall constitute confirmation that his/her salary including longevity is correct.
- F. Substitute Duty
1. The administration agrees to make reasonable efforts to obtain volunteers for substitute duty; however, absent a volunteer, assignments to such duty shall be made on an equitable basis. Teachers who have either volunteered or who are assigned to substitute during another teacher's absence shall receive \$30.00 per class period as assigned.
  2. The administration will continue to put forth efforts to have substitutes so that undue disruption of a regular teacher's day for substituting is minimized. Such efforts may be grieved through level three (3) of the grievance procedure.
- G. Direct deposit shall be available to employees, upon written request, for deposit to employee accounts in financial institutions that have cooperative agreements with the Board. Teachers utilizing payroll deductions and later electing to cancel their participation shall be prohibited from reapplying for payroll deductions until the commencement of the following school year. Employees may opt for payroll deduction to purchase MPSERS retirement credit pursuant to applicable laws and regulations and upon the employee submitting a properly executed salary reduction agreement.
- H. Upon authorization of the Teacher and subject to those terms and conditions imposed by the insurance carrier, the Board agrees to make payroll deductions for Tax Deferred Annuities. The Tax Deferred Annuities shall be limited to ten (10).

I. Pay: Extra Class

A 7-12 teacher who voluntarily accepts an additional class assignment shall have added to her/his contract .17 of the base salary (.083 for an extra class for one semester) of the annual contract for Schedule A and Article V, F.

J. The following guidelines have been developed as a result of mutual desire by both the Board and Teachers to provide curriculum coordination and articulation through the use of Teacher "curriculum coordinators". It is further agreed that curriculum coordinators will serve on a K-12 Curriculum Committee to be "chaired" by a district administrator.

Duties for curriculum coordinators (K-8) shall be developed and form part of this article prior to the appointment of coordinators. Payment to curriculum coordinators shall be made according to one of the following options as determined by the Board of Education:

- Option A: \$25,000 will be allocated for K-12 Curriculum Cabinet stipends. The P.E.A. will determine the individual amount of allocated stipends.
- Option B: As a result of budget constraints, \$4,600 per year for High School Coordinators to be distributed according to "Duties and Guidelines" document (with appropriately reduced responsibilities).
- Option C: Severe budget restraints may result in the funding of neither Option A nor B above.

Curriculum coordinators will be notified no later than September 15 of each school year of the Board's intent to implement Option A, B or C.

Should a Teacher terminate his/her responsibilities as coordinator during the school calendar-year, payment shall be pro-rated in ten (10) equal parts.

**ARTICLE VI  
TEACHING HOURS**

- A. The duty day, excluding special committee work as per Article XVI, Section D, for classroom Teachers shall not exceed 445 consecutive minutes at any program level. Said regular duty day shall be inclusive of those contract provisions as set forth in paragraph B below.
- B. Teachers shall be:
  - 1. At place of duty prior to class time as established annually.
  - 2. All Teachers shall have a duty-free lunch period of twenty-five (25) minutes.
- C. The elementary Teachers shall not be required to have noon playground duty.
- D. Teachers at the elementary level shall not be required to supervise children during lunch periods. However, on the rare occasion that the building administrator is out of the building, or otherwise unable to oversee the lunchroom, Teacher(s) may volunteer or may be asked to volunteer to serve in this leadership capacity. The Teachers(s) shall be compensated in accordance with #54 in Schedule B.
- E. Elementary (K-3) teachers, in coordination and scheduling with their principal, will provide students a

daily 25-minute recess period (brain-break), Monday – Thursday, supervised by teachers on a rotating basis. Teachers will rotate student supervision, with two teachers for three or four classrooms of students at recess. Teachers not supervising students will utilize this time for planning/preparation. Existing specials staff will be utilized as much as scheduling allows to provide additional planning time for general education classroom teachers. Rotational recess will be reduced by a similar amount of time to preserve instructional time.

- F. Each elementary teacher shall be released for classroom preparation/conference purposes, during five (5) periods per week (totaling 225 minutes per week). Kindergarten teachers shall be released for an average of 225 minutes per week for classroom preparation/conference purposes.
- G. It shall be an objective to equalize the length of the teaching day within the elementary school system.
- H. Teachers do not have to report when school is called off due to inclement weather or other emergency conditions as defined by the State School Aid Act. Such cancelled days and instructional hours not already scheduled in the school year calendar shall be rescheduled to comply with State requirements by adding all such days and instructional hours to the end of the school year. Teachers shall report to work on the rescheduled days and hours.

In the event that the District decides to delay the opening of school as the result of inclement weather or other emergency conditions, Teachers shall be expected to report not less than thirty (30) minutes before the time set for the instructional day to commence. Such days and hours will be counted as instructional days and hours, to the extent allowed under the State School Aid Act.

**ARTICLE VII  
TEACHING LOADS AND ASSIGNMENTS**

- A. The normal teaching schedule in the senior high school will include five (5) unassigned regular class-hour preparation periods per week. The normal weekly teaching schedule in the middle school will include five (5) unassigned regular class-hour preparation periods per week.
- B. There shall be no more than one (1) regularly scheduled class per teaching station except in those areas designed to accommodate multiple teaching stations. Variances from this policy shall only be made by mutual consent between the Teacher and building principal.

**ARTICLE VIII  
TEACHING CONDITIONS**

The parties acknowledge that the primary duty and responsibility of the Teacher is to educate children and that the organization of the school and school day should be directed at insuring that the energy of the Teacher is primarily utilized to this end.

- A. Establishing and maintaining excellence in education is the primary goal of the Teachers and the Board of Education of Pinckney Community Schools. Both parties recognize the importance of acceptable pupil-teacher ratios in the equation of educational excellence. In continuous efforts to reach this commitment both parties agree to the following class size language:



1. Elementary School:

(a)	Young Fives Range	1-15 18	Maximum
(b)	Kindergarten and 1st Grade range	1-25 26-27 28-29 30 30	3 hours of aide time per week 5 hours of aide time per week 7 hours of aide time per week Maximum
(c)	Second and Third Grade range	1-28 29-30 31-32 33 33	3 hours of aide time per week 5 hours of aide time per week 7 hours of aide time per week Maximum
(d)	Fourth Grade range	1-29 30-31 32-33 33	3 hours of aide time per week 5 hours of aide time per week Maximum
(e)	Split Classes	1-28	7 Hours of aide time per week
	Kindergarten		None
	First/Second Grades	24	Maximum (the first/second grade split is to be avoided whenever possible)
	Second/Third Grades	26	Maximum
	Third/Fourth Grades	27	Maximum

2. Navigator Upper Elementary School:

Each core team teacher will be assigned no more than thirty (30) students, including Special Education students, with the core team determining the distribution of all core team students throughout the day for core instructional purposes. Specials teachers (art, computers, health, physical education, and vocal music) will have no more than thirty (30) students per class and no more than one (1) student per student work space. While it is the Board’s intention to keep the above referenced classes below the thirty (30) maximum, late enrollments and move-ins during the school year may make it necessary to exceed this maximum by no more than three (3) students per team. Band classes may be unlimited.

3. Pathfinder School and High School:

English.....	30 pupils
Social Studies .....	30 pupils
General Education .....	30 pupils
Mathematics .....	30 pupils
Science .....	30 pupils
Language Lab .....	30 pupils
Business.....	30 pupils
Typing .....	30 pupils

Industrial Arts & Vocational Shops .....	4 pupils/station with a maximum of 28 pupils (30 pupils maximum in the 7 <sup>th</sup> grade Technology rotation)
Computers.....	Not more than number of computers
Drafting.....	One per station maximum
Life Skills .....	5 pupils/station with maximum of 30 pupils
Art .....	30 pupils
Health Classes taught independent of a Physical Education Unit and health units as part of a physical education class [providing that the health portion is twelve (12) or more weeks in duration] .....	
	30 pupils
Health Units as part of a Physical Education Class & Physical Education Classes .....	
	32 pupils in a shared gym with no gym divider or 40 pupils in a shared gym with a gym divider or an unshared gym (no more than 2 classes per gym)
Reading Lab.....	15 pupils
Remedial Classes .....	15 pupils
Bands & Choirs .....	Unlimited

- B. The daily student load assigned to a respective staff member at Pathfinder School and the High School level shall not exceed one hundred eighty (180) students, except for physical education classes, health taught as a unit which is part of a physical education class and music classes, in which case said exempt classes may not exceed the individual class size plus three during any given class period; music classes, as stated, are unlimited. Daily student load figures stated shall be prorated for classes with "Article VIII, Section A" class sizes greater than 30 pupils. The above stated "Article VIII, Section A" class sizes may not be exceeded on an individual class period course basis by more than three (3) students. Student aides shall not count as part of any of the aforementioned student loads. However, should an individual course for a Teacher exceed the maximum, then the Board will review and remedy the situation by utilizing one, or a combination of, the following:
1. Level individual courses taught on a period-by-period basis in order to reduce all courses taught during an individual period to within class-size limits as listed in Article VIII, Section A, or
  2. Hire additional secondary teaching staff to reduce all courses taught on a period-by-period basis to within class-size limits as listed in Article VIII, Section A.
- C. The Board agrees at the elementary level to limit the total number of split classes district-wide to a number equal to two (2) per operating elementary building. Operating elementary buildings shall exclude buildings used exclusively to house kindergarten students.
- D. An individual Teacher may waive individual class size limits and/or daily load limits at his/her discretion.
- E. It is further agreed to between the parties that:

1. If a lack of facilities to adequately house students in accordance with Sections A, B and C above exists due to an "Act of God", growth in student enrollments, or if the district would be required to discontinue any existing student program offerings in order to accommodate for a shortage of facilities, then the language agreed to in Sections A, B and C above shall be relaxed to the extent necessary to accommodate the prevailing conditions until the beginning of the next semester that the condition or conditions no longer exist, and further;
2. If the school district's financial condition is such that the June 30 year end audit establishes a General Operating Fund deficit (provided the school district has not passed prior to the opening of school increased millage which would cover said deficit and operating funds necessary for the ensuing school year) which may require the district under the rules and regulations of the State of Michigan to file a deficit elimination plan with the State of Michigan - Department of Education, then the Board of Education may exercise its responsibility to offset such by setting aside the language agreed to in Sections A, B and C above until the beginning of the next school fiscal year in which an actual deficit no longer exists.

F. The following shall apply with respect to the utilization of aides:

1. Classroom aides will be assigned to qualified classrooms as soon as possible but no later than Monday of the fourth week of school (counting the first partial week as a full week) with additional Teacher adjustment of aide time to begin on the first Monday of November and continue on the first Monday of the month through the first Monday of June (except that no new personnel will be added to staff after the first Monday of May adjustment).
2. Regarding the absence of a classroom aide:
  - a. A substitute aide will be provided on the second consecutive day of the regular aide's absence and thereafter until the absent aide returns to work.
  - b. When an aide will be absent on a pre-arranged date, a substitute will be provided beginning on the first day of absence and thereafter until the absent aide returns to work.
3. Special education students assigned to a general education Teacher shall be counted as part of the Teacher's student load.

G. It is the responsibility of the Board to supply each Teacher with the necessary supplies, equipment and educational materials that are required for the attainment of the educational goals that have been prescribed by the Board.

H. The purpose of the K-12 Curriculum Cabinet, composed of the related department chairpersons, will be to collaborate with the administration in the development of curriculum and the accompanying program of studies within the Pinckney Community Schools.

Teachers serving as Department Chairpersons shall represent their division on the K-12 Curriculum Cabinet and on content area committees. They shall meet on a regularly scheduled basis with the Assistant Superintendent for Curriculum/Instruction relative to curriculum development. The Assistant Superintendent for Curriculum/Instruction shall chair divisional and K-12 Curriculum Committees.

The elementary faculty will meet in the spring in general session to elect Departmental Chairpersons for lower and upper language arts, mathematics, science, social studies, K-5 music, physical education, art, computers/technology, and special education.

The middle and high school departments will meet in the spring to elect Departmental Chairpersons for language arts, mathematics, science, social studies, art, music, physical education, home economics, special education, counseling, industrial arts/applied technology, foreign language (H.S.), business/computer, media, etc.

Building administrators will serve as ad hoc Curriculum Cabinet members based upon their time availability for participation.

The Curriculum Cabinet (following elections) will meet in late spring to determine the succeeding year's area(s) of curriculum study and accompanying revision based upon curriculum budget parameters. The Cabinet will seek consensus in its decisions and recommendations, but in the event consensus is not possible, decisions may be made by majority vote. Recommended area(s) of study will be submitted to the Superintendent of Schools for approval. Upon Superintendent approval, the representative Department Chairpersons or the area(s) to be revised and the Assistant Superintendent for Curriculum/Instruction will convene to determine the structure of committee. In K-12 Curriculum Committees, the content area department chairpersons and the Assistant Superintendent for Curriculum/Instruction will be standing members of that committee. Upon completion of the curriculum, recommendations from divisional or K-12 committees are submitted to the Assistant Superintendent for Curriculum/Instruction for processing.

The recommendations of the committee shall be forwarded to the Superintendent of Schools with a copy to the Association. The Superintendent of Schools will then make a formal recommendation to the Board of Education.

All changes in curriculum ultimately require approval of the Pinckney Community Schools Board of Education. In the event the Board of Education does not approve the recommendation, it will send the matter back to the committee for further study accompanied by the reasons for non-approval.

- I. The Board shall attempt to make available in each school, a lunchroom and lavatory facility exclusively for professional and non-professional staff use, as well as a professional staff lounge, furnished, in which smoking shall not be permitted.
- J. Telephone facilities shall be made available to Teachers for their reasonable use. Personal long distance phone calls may be made, but only at the Teacher's expense. Personal long distance phone calls shall not be charged to the employer.
- K. Parking facilities shall be provided for Teacher use. Parking lots and walkways to and between buildings on the same site shall be lighted and maintained in such a manner that Teachers shall not have to continually contend with excessive mud, water, snow or ice.
- L. Religious or political activities of any Teacher or the lack thereof outside the scope of his/her teaching assignment shall not be grounds for any discipline or discrimination with respect to the employment of such Teacher.
- M. Navigator Upper Elementary School, Pathfinder School and High School Teachers will have no more than three (3) preparations unless mutually agreeable to the parties involved.

It is not the intention of the district to assign any member of the High School teaching staff more than three preps at any point during the course of the school year. However, the need to maximize staff as a result of scheduling needs may require the formation of staff assignments having four preps. This situation will be limited to one year and will not involve the same staff member for two consecutive years unless agreed upon by both the district and the teacher. Any teacher facing the probable four prep schedule shall be informed of such a schedule by the end of the preceding

school year by the building principal.

- N. In the event that the Pinckney Community School District and the Livingston County Educational Service Agency determine that the Pinckney Schools will provide services to medically fragile/ special education students (defined as medically fragile or special education students not currently served in a regular education classroom setting) in a least restrictive environment (LRE), the Board and Teachers agree to bargain the issues dealing with medically fragile students in a least restrictive environment (LRE). This shall not preclude the Board from enrolling the student and determining the educational placement as per the student's I.E.P.C.
- O. The Board will allocate time for K-12 teacher participation in I.E.P.C's and student staffings as was piloted at the High School beginning in 2000/01. A substitute for both a special education teacher and a general education teacher will be provided and a monthly schedule developed to allow staff to participate in these meetings during the workday. It is the intent that most I.E.P.C's and related student staffings will be planned within this schedule, however, if an I.E.P.C. or administratively initiated student intervention cannot be scheduled within the time above, the teacher may opt to arrive later or depart earlier than their 445 minute contractual obligation the following day(s). The teacher must still fulfill the student contact requirement.

## **ARTICLE IX VACANCIES, TRANSFERS AND PROMOTIONS**

### **A. VACANCIES**

- 1. A vacancy shall occur whenever a bargaining unit member vacates a unit position as the result of resignation, dismissal or transfer. Newly created bargaining unit positions shall also be considered a vacancy. A leave of absence by a Teacher for the entire school year shall also be considered a vacancy.
- 2. Bargaining unit vacancies shall be publicized by the Human Resources Office with a posting in each school, a copy mailed to the Association President, and placed on the district's website. The posting of vacancies in each school building shall serve as constructive notice to each bargaining unit member of a position vacancy. Failure to have a posting announced on the website will not be grievable.
- 3. Vacancies shall be posted for seven (7) calendar days. Vacancies on or after August 15 and prior to the end of the second week of school shall be posted on the website for twenty-four (24) hours (4 p.m. to 4 p.m.)

### **B. TRANSFERS**

Teachers interested in transferring to another unit position which may become available shall submit a Transfer Request Form annually to the Human Resources Office by May 1. Teachers may also apply for specific posted positions by submitting a written request to the Human Resources Office by the end date listed on the specific posting. Those Teachers possessing the appropriate certification and qualifications as posted will be given an interview.

### **C. PROMOTIONS**

Any Teacher who shall be promoted to an educational administrative position in the district shall have the right to return, or be placed by the Board, to a unit position within the first two years after promotion. Should a promoted Teacher return to a unit position within the first two years, he/she

shall be entitled to such rights as he/she may have had under this Agreement at the point that he/she left the unit.

## **ARTICLE X BUSINESS AND LEAVE DAYS**

- A. Personal Business Days: Each Teacher shall be allowed four business days per year with pay which may be used for any reason and without explanation, upon giving forty-eight (48) hours notice to the immediate principal. No more than two (2) separate applications per shift at Country Elementary and Farley Hill Elementary; no more than three (3) separate applications per shift at Navigator School and Pathfinder School; and no more than four (4) separate applications per shift at Pinckney High School shall be granted by said administrator for the same day or days. The administrator may exceed these quotas at his/her discretion and may allow a business day with less than 48 hours notice in the event of extenuating circumstances. Any unused personal business days shall be accumulated as sick leave days.
- B. Sick Leave Days: Each tenure Teacher shall be allocated twelve (12) full days with pay per year for sick leave. Each probationary Teacher shall be allocated up to seven (7) full days per year with pay for sick leave. Teachers shall only be permitted to use sick leave in half or full day increments. Usage of less than (1/2) day shall be charged to the Teacher as (1/2) day. Usage of more than (1/2) day and less than one (1) full day shall be charged to the Teacher as usage of one (1) full day. Unused sick leave shall accumulate from year to year without limit.

A teacher may use accumulated sick leave when he/she is incapacitated from the performance of his/her duties by sickness or injury. A teacher may also use their accumulated sick leave to provide care for a member of their immediate family. Immediate family is defined as spouse, children/step-children, parents/step-parents, brother, sister, parents-in-law, grandparents and any relative or dependent living in the home. Fathers may utilize up to ten (10) days of their accumulated sick leave to care for their spouse and newborn after the birth of a child. Teachers may utilize up to twenty (20) accumulated days for family illness in a school year (July 1 - June 30). A teacher needing extended time off for family illness should consider a medical leave of absence (See Article XIX).

Parents may utilize up to ten (10) days of their accumulated sick leave to care for a newly adopted child. Additional time for childcare for an adoption may be requested pursuant to Article XXII.

- C. A Teacher leaving the school district shall receive payment for said accumulated days on the following basis:
1. At times of voluntary separation, \$33.00 per day up to 45; \$50.00 per day for those in excess of 45.
  2. At retirement, all accumulated days at \$50.00 per day. A teacher announcing retirement before April 1<sup>st</sup> may opt to receive payment for up to thirty (30) days from their accumulated sick leave after announcement. Payout must be paid back in full if retirement is withdrawn.

In the event of a Teacher's death, the above payment will be made to the Teacher's estate.

- D. A Teacher whose unused leave day accumulation exceeds forty-five (45) days (before the next year's allowance is granted) may request at the close of the school year or during the week of October 15 of the following school year to have the number of accumulated leave days reduced down to forty-five (45) and thereby receive payment for those days within thirty (30) calendar days from request. Said payment shall be made on the following basis:

1. Days in excess of 45 at \$50.00 per day with a cap of 25 days per year unless a higher individual cap is approved by the Superintendent or his designee.

E. Any Teacher who is absent from duty because of an injury or illness compensable under the Michigan Workers' Disability Compensation Act shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his regular salary until the accumulated sick leave equivalent (pro-rated) is exhausted, except that in no case shall the staff member be compensated more than he would have received in net earnings had he worked during such period.

F. Sick Leave Banks

SHORT TERM BANK:

1. This bank shall be established by the Board of Education and administered by district administrators.
2. Any Teacher may borrow up to ten (10) days of sick leave from future allocations for an illness certified by a doctor and which occurs within a limited and continuous period.
3. Any Teacher leaving the district with borrowed sick leave shall, upon written Board of Education request, have the borrowed days deducted from his final year-end check at the Teacher's current daily wage rate. If final payment has already been made, said Teacher must reimburse the Board of Education this same amount, upon written Board of Education request.

LONG TERM BANK:

1. A Teacher who has consecutive absences initiated by hospitalization or a doctor-certified medical emergency followed by continuous doctor-directed confined illness may apply for consideration.
2. Prior to application to the Long Term Bank, Teachers must request and receive 10 days from the Short Term Bank.
3. After receiving 10 days from the Short Term Bank, the Teacher may request up to 20 additional days from the Long Term Bank. Probationary Teachers may request up to 30 days from the Long Term Bank.
4. All borrowed days must be repaid, first to the Short Term Bank and then to the Long Term Bank.
  - a. Of the sixteen (16) allotted tenure Teacher days per year, ten (10) days shall be replaced annually until the bank(s) is/are reimbursed. A Teacher's remaining six (6) days will consist of four (4) sick days and two (2) personal business days.
  - b. Of the eleven (11) allotted probationary Teacher days per year, six (6) days will be repaid annually until said probationary Teacher becomes a tenured Teacher at which time the tenured Teacher's pay-back schedule will apply. A probationary Teacher's remaining five (5) days will consist of three (3) sick days and two (2) personal business days.
5. Any Teacher leaving the district with borrowed Long Term Bank days shall, upon written Board of Education/PEA request, have the borrowed days deducted from his/her final year-

end check at the Teacher's current daily wage rate. If final payment has already been made, said Teacher must reimburse the Board of Education/PEA this same amount, upon written Board of Education/ PEA request. Failure to repay may result in legal action to recover any liability owed.

In the event that the district has reason to believe that there has been an abuse of sick leave, a Teacher may be required to submit a doctor's statement.

Each Teacher's status of accumulated leave days will be reported to him/her at the beginning of each school year.

- G. In the event of a death in a Teacher's immediate family, up to three (3) school days of absence will be granted without loss of pay or sick days. Immediate family constitutes brother, sister, mother-in-law, father-in-law, grandparents and any relative or dependent living in the home. Five (5) school days of absence without loss of pay, will be granted due to death of spouse, child or parents. This time is to be used to attend services and to settle the affairs of the deceased.
- H. Teachers may be absent without pay at the principal's discretion.
- I. A Teacher called for jury duty will be paid by the Board of Education the difference between the Teacher's salary and jury duty pay for up to a maximum of sixty (60) days. Within the limits prescribed above, said absence shall not be chargeable against accumulation. In the event a Teacher is subpoenaed to appear in a legal proceeding the Board may, at its option, pay the difference between the Teacher's salary and witness fees.
- J. Upon return from sick leave within a given school year, the Teacher shall be returned to his/her position held prior to the leave.

## **ARTICLE XI SABBATICAL LEAVES**

- A. A sabbatical leave of absence may be granted to a Teacher, at Board discretion, for educational improvement through further training or travel, either of which must be related to the Teacher's current or future assignment in education.
- B. The conditions for an approved sabbatical shall be:
  - 1. Employed by the Pinckney Board for no less than seven (7) full years.
  - 2. No previous leaves of absence in the preceding five (5) years.
  - 3. Holder of a Masters' Degree (except that the Board may consider some applications where the purpose is to fulfill the residency requirements for a Masters' Degree when those cannot be obtained during the summer session).
- C. The application for a sabbatical leave shall be in writing and shall:
  - 1. Be accompanied by sufficient documentation to support the purported nature of the educational improvement and the value to the school system.
  - 2. Have commencement and termination dates established utilizing natural breaks in the school calendar.



3. Be filed with the Board no less than sixty (60) days prior to the end of the semester.
  4. Be accompanied by both principal and superintendent written approval.
- D. The Teacher granted a sabbatical leave shall, as a condition of said grant, be under the duty at the end of said leave time to return and teach in this school system for at least three (3) years thereafter.
- E. Further, such Teacher shall receive as compensation the difference between starting base salary and her/his pay as shown on Schedule A at the time the leave was granted. Should said Teacher for reasons within her/his control, fail to return as herein provided, or voluntarily terminate employment with this Board at any time during said three-year period, she/he shall be obliged and required to return the compensation received from the Board while on leave on the pro rata basis that the unfulfilled time bears to the total three year requirement. The Board has the right to apply any pay check due and owing the Teacher toward this sum at the time of termination of employment, but said application shall not forego the Board's right to recover any additional unpaid amount.
- The Teacher shall further be required upon completion of said leave to file with the superintendent an official transcript of college credits earned on said leave and/or an outline summary of the travel completed.
- F. Should an individual Teacher, granted a leave under the terms and conditions of this Article, accept employment and/or be employed in a full or part-time position in another school district or educational institution then said Teacher's leave shall be terminated immediately and shall be considered to have resigned from the Pinckney Community School District, and shall have severed all employment and/or contractual relationships said Teacher may have enjoyed with the Pinckney Community School District. This section shall not apply to individuals granted leaves for the purpose of educational improvement where employment in another school district or educational institution may be mandated.
- G. The Teacher on a sabbatical leave may continue her/his health insurance coverage by submitting a check by the first of each month for one-half ( $\frac{1}{2}$ ) the cost of the monthly premium.

## **ARTICLE XII**

### **PROTECTION OF TEACHERS**

- A. When a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Superintendent of Schools shall so determine and the Board will take reasonable steps to relieve the Teacher of responsibility with respect to the pupil.
- B. Any case of assault upon a Teacher associated with Teacher-student or Teacher-parent relationships shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the Teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- C. Teachers will continue to be included in the "blanket" liability coverage as established by the Board.
- D. Time lost by a Teacher in connection with any incident mentioned in this Article shall not be charged the Teacher provided the time lost was allowed by a representative of the Board, or required by a court of competent jurisdiction, or required by law enforcement agencies, or in the case of an

assault, as advised by a Teacher's physician. In the case of an assault, full compensation will be made by the Board until such time as the Teacher qualifies for Worker's Compensation and/or Disability Insurance. In the event a Teacher is found to be at fault by a court of competent jurisdiction the Board may at the time charge the Teacher for the time lost.

- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- F. Public school board meetings are not courts of law. Reasonable efforts will be made by the Board to see that, within the guidelines set forth in Public Act No. 267 of the Acts of 1976 (Open Meetings Act), Teachers are not accused, ridiculed, libeled or demeaned during public meetings. This section shall not be subject to step four of the grievance procedure.
- G. All communications received by a counselor in the course of his professional duties and deemed, by said counselor, to be of a confidential nature, need not, except with the consent of said counselor, be disclosed to anyone unless said disclosure is required by law or court order.
- H. The Pinckney Community Schools' goal is to educate its students in the American tradition; to recognize individual freedom and to instill in the individual social responsibility, to know and respect the value of the Constitution and the Bill of Rights, and to know the value of self-respect and the preservation of an individual's personality and personal image. The Board recognizes that these values can best be transmitted in an atmosphere which is free from censorship and artificial restraints on free inquiry and learning and in which academic freedom is encouraged, except academic responsibility is also necessary in that:
  - 1. The Teacher must be acting within his certified area and in accord with the accepted and/or adopted curriculum and courses of study.
  - 2. The Teacher must remember to exercise responsibility and prudence at either the elementary or secondary level and to carefully consider the maturity level of the student and the special circumstances that surround the Teacher-learning relationship.
  - 3. The Teacher must have approval from the building principal prior to the use of special materials or a resource speaker.
  - 4. If a controversial issue is to be presented, it shall be the responsibility of the Teacher to have both sides of the issue effectively presented with equal care.
- I. Teachers shall be informed to the extent permitted by law and/or parental permission, about any specific medical needs of students assigned to them.
- J. No Teacher shall be assigned nor expected to perform any medical procedure or provide personal hygiene care on a student except to provide emergency first aid until such time as other assistance is available.
- K. In the event that an inoculation may protect the Teacher from contacting any medical condition from a student, the Teacher shall be promptly notified and if the Teacher elects to have such inoculation, it shall be paid for by the district.
- L. Seniority for Teachers hired into the bargaining unit before May 1, 1994 is defined by the seniority list dated January 9, 1996. Teachers hired into the bargaining unit on or after May 1, 1994 shall be placed on the seniority list on their first day of work in the bargaining unit.

- M. All seniority shall be lost when a Teacher retires, resigns or is discharged.
- N. Seniority shall continue to accrue during periods of layoff and/or leaves of less than one (1) school year. Time on layoff and unpaid leave do not count as service time for Board-paid longevity.
- O. In the event of a "tie" on the seniority list, the tie shall be broken according to the last four digits of the social security number, with the person having the lowest number having the greatest seniority, the second lowest number the second greatest seniority, and proceeding in a similar manner until all persons with the tie are assigned a seniority position. This method of breaking the tie shall apply to all ties on the list, including those employed before May 1, 1994.
- P. The individual contract executed between each Teacher and the employer is subject to the terms and conditions of this Agreement.
- Q. A seniority list shall be maintained by the district. Teachers shall be ranked in order of seniority. Accompanying the name of each Teacher shall be a listing of the Teacher's certification and endorsements. Said seniority list shall be presented to the Association annually during the month of November for review. Corrections shall be brought to the attention of the administration within thirty (30) days thereafter.
- R. Each Teacher shall have the right to review in the presence of the building principal, non-confidential district records maintained in the Teacher's personnel file. A representative of the Association may be requested by either party to accompany the Teacher in such review.
- S. The Board recognizes that new Teachers have difficulty digesting the many policies and procedures received during the first orientation days. Therefore, each building principal shall hold a second group orientation period with new Teachers after class hours during the first marking period of the first semester to review policies, procedures and techniques that may not have been clearly understood during the first orientation. Problems thereafter shall be discussed on a one to one basis with the building principal by appointment.

### **ARTICLE XIII PROFESSIONAL GROWTH**

- A. Each Teacher may request to attend a professional conference. Conference request approved by the building principal and the Board will be at no expense to the Teacher except as otherwise established by the Board prior to the Teacher's departure to the conference.
- B. The parties recognize the value of continued professional growth. Each Teacher shall annually participate in in-service programs, professional conferences, professional workshops, professional seminars, travel related to their teaching activities or post-graduate study. Costs incurred in compliance with this Article shall be borne by the individual concerned, except as provided elsewhere in this Agreement.
- C. Professional Development
  - 1. Teachers will be expected to participate in professional development as determined in the calendar annually. Part-time teachers will be expected to participate in 47 hours of professional development annually to be scheduled with their building administrator. If the teacher has met the required PD hours, up to three (3) Friday PD sessions may be excused with administrative approval.

2. All staff are expected to attend the professional development activities in their building scheduled on the professional development days, unless approved by the building administrator to participate in some other professional development activity that day. Participation on these days will meet a portion of the hours of this requirement. If a teacher is not present on a day, they will need to participate in another professional development activity to meet the appropriate number of hours.
  3. Professional development activities that teachers have engaged in from July 1 to June 30 shall count toward the requirement, with the exception of college coursework that is being applied to salary schedule enhancements (1/2MA, MA or MA+).
  4. Professional development activities need to be pre-approved by your building administrator and logged into the online professional development log.
  5. If a teacher does not complete the required professional development hours during the yearly July 1 to June 30 timeframe, he/she may be subject to disciplinary action, including the loss of compensation.
- D. The professional responsibilities of Teachers include serving on professional committees. Committee assignments will be done on a volunteer basis. Should a Teacher not volunteer for a committee, he/she may be assigned by the principal on an equitable basis.
- E. Each non-experienced bargaining unit member in the first three (3) years in the classroom shall be assigned a mentor Teacher. All new hires in the district with previous teaching experience shall be assigned a mentor for their first year of employment, even if he/she has three or more years of previous teaching experience.

The mentor Teacher shall be available to provide professional support and guidance for the mentee. The purpose of the mentor assignment is to provide a peer who will offer assistance, resources, and information in a non-threatening, supportive fashion. Mentor Teachers shall be tenured Teachers, except that after two years of teaching a probationary Teacher with exceptional experience may be considered for such assignment. Efforts will be made to match mentors and mentees who work in the same building and who have similar grade and/or subject assignments. A mentor shall be assigned to only one mentee.

The principal shall make mentor assignments on a one-year basis, subject to review after two months and occasionally thereafter.

Participation as a mentor Teacher shall be voluntary and without additional compensation.

F. New Teacher Orientation

1. All teachers new to the District will be required to attend a three (3) day orientation prior to the start of school.
  - a. One day will be designed at the district level.
  - b. Two days will be designed at the building level.
  - c. These days will counts as 3 of the 15 days required in the School Code.
2. All first, second and third year teachers (new to the profession) will be required to complete 14 professional development hours provided by the District.
  - a. These hours will count towards the 15 days required in the School Code.

- b. This professional development will focus on Professional Development Plan goal development and progress, and teachers as reflective practitioners. Individualized needs will be addressed to make the experience more meaningful to new teachers.
- c. Subject to administrative approval, a teacher may participate in alternative professional development activities to fulfill these hours.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the expressed terms of this contract.

It is expressly agreed that the following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- 1. Any claim, complaint or matter for which the Teacher has sought redress via another forum established by law or by regulation having the force of law.
- 2. Any matter in which the grievant has sought redress under the Teacher Tenure Act.

- B. A Teacher engaged in arbitration or grievance procedures on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary.

The Association may designate the representative to process a grievance when so-requested by a grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described. If the particular grievance is a "class" grievance affecting Teachers in more than one building, the grievance shall be processed directly to Level Two and shall be subject to the same time limitations and other requirements as set forth for the institution of grievances at Level One.

- C. The term "days" as used herein shall mean days in which school is in session; however, during the summer vacation "days" shall mean week days (excluding legal holidays).

- D. Written grievances as required herein shall contain the following:

- 1. It shall be signed by the grievant(s) or the Association in the case of a class action grievance.
- 2. It shall be specific and relate to contractual provisions alleged to have been violated;
- 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
- 4. It shall cite the section or subsections of this contract alleged to have been violated;
- 5. It shall contain the date(s) of the alleged violation(s);
- 6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above minimal requirements may be returned to the originator for reconciliation; however, time limitations shall run anew from the date of such return of the grievance to the originator.

E. Should a Teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a Teacher fail to appeal a decision within the time limits specified, all further proceedings on the previously instituted grievance shall be barred. Should the administration or Board not respond within the specified timelines, the grievance shall advance to the next level.

F. PROCEDURE:

### **LEVEL ONE**

A Teacher alleging a violation of the express provisions of this Agreement shall, within fifteen (15) days of its alleged occurrence or gaining knowledge thereof, orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within fifteen (15) days after the oral discussion with the principal, the Teacher shall, within fifteen (15) days of such oral discussion, reduce the grievance to writing and deliver it to the principal. If the Teacher does not receive an answer within fifteen (15) days thereafter, or if the written answer is unacceptable, the Teacher shall within fifteen (15) days of the date on which the written grievance was submitted to the principal, file his grievance at Level Two.

A copy of the written decision of the principal shall be forwarded by the principal to the Superintendent of Schools and the Grievance Chair for permanent filing.

### **LEVEL TWO**

A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within fifteen (15) days of receipt of the grievance, the Superintendent or his designated agent shall arrange for a meeting to be held with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within fifteen (15) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of same to the grievant, the Association grievance chairman, the building principal in which the grievance arose, and place a copy of the same in a permanent file in the office.

If no decision is rendered within fifteen (15) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within fifteen (15) days thereafter appeal same to the Board of Education by filing the written grievance along with the decision of the Superintendent with the Secretary of the Board, with a copy sent to the Superintendent of Schools. The date on which the above copy is received by the Superintendent of Schools shall be determinative in establishing the effective filing date.

### **LEVEL THREE**

Within twenty-five (25) days from receipt of a grievance the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance; provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty-five (25) days after its submission to the Board.

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

## LEVEL FOUR

Individual Teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it shall, within twenty-five (25) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator within fifteen (15) days, he/she shall be selected in accordance with the rules of the American Arbitration Association, which rules shall also govern the arbitration proceedings.
  2. Powers of the arbitrator are subject to the following limitations:
    - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
    - b. He shall have no power to establish salary scales or to change any salary scale.
    - c. He shall not hear a grievance barred through this Agreement from the scope of the grievance procedure.
    - d. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
    - e. More than one grievance may not be considered by the arbitrator at the same time except upon express written mutual consent and then only if they are of similar nature.
    - f. The arbitrator shall have no power to award punitive damages.
    - g. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
    - h. The arbitrator shall have no power to hear, consider or make a determination on a grievance issue which is claimed as a violation of state or federal law. A single grievance which has a combined claim of a contract violation and a violation of state or federal law, shall have only the contract violation considered by the arbitrator.
  3. The cost of the arbitrator shall be borne equally by the parties. Each party shall assume its own costs for transcripts, representation (including any expense of witnesses), etc.
  4. The arbitrator shall document all pertinent findings that influenced and/or were used directly in formulating his opinion. The decision of the arbitrator shall be binding.
- G. A written grievance shall be submitted on the mutually agreed upon grievance forms with the designated signatures so affixed throughout the procedure. A copy of the form is included as Appendix D.

**ARTICLE XV  
 INSURANCE**

A. The Board will pay premiums for the Plan A and Plan B insurance programs, minus the employee monthly premium contribution as specified below:

**PLAN A**

The parties agree to join the Livingston County Health Care Consortium. The employee share of the monthly insurance premium from January 1, 2019 – December 31, 2019 will be reduced from the current amount to the following:

	PAK A	PAK C
SINGLE	\$319.18 (-\$13.85)	\$228.43 (-\$11.25)
TWO-PERSON	\$466.58 (-\$39.13)	\$261.83 (-\$33.28)
FULL FAMILY	\$534.39 (-\$45.86)	\$279.59 (-\$38.58)

	PAK D	PAK E
SINGLE	\$248.79 (-\$11.83)	\$187.29 (-\$10.07)
TWO-PERSON	\$308.19 (-\$34.61)	\$169.82 (-\$30.66)
FULL FAMILY	\$337.28 (-\$40.23)	\$165.08 (-\$35.32)

If a new agreement is not reached prior to January 1, 2020, any premium increase for calendar year 2020 will be the responsibility of the employee.

Association members enrolled in Plan A shall be responsible, through payroll deduction, for all health/medical benefits plan costs that exceed the amounts contributed by the Board as specified above.

Association members not currently participating in the District Section 125 Plan (FSA) for medical reimbursements, may access the Health Savings Account (HSA) associated with the MESSA ABC Plan (PAK D or PAK E) upon selection at open enrollment.

Current LCHCC benefit levels are as follows:

- Long-Term Disability .....66 2/3%; \$7,500 Maximum; 90 calendar day modified fill; freeze on offset;
- Dental .....(80/80/80; annual max \$2,000; ortho 80%; lifetime max \$1,500)
- Negotiated Term Life .....(\$50,000 with AD & D)
- Vision.....(VSP-2S)



**PLAN B - For employees not electing health insurance**

- Long Term Disability .....(As described in Plan A above)
- DENTAL.....(AS DESCRIBED IN PLAN A ABOVE)
- Negotiated Term Life .....AS DESCRIBED IN PLAN A ABOVE)
- VISION.....( AS DESCRIBED IN PLAN A ABOVE)

Effective July 1 2017, full-time employees electing Plan B of the Insurance option will receive a cash-in-lieu payment of \$1,750 for the 2018/19 year.

Plan B (for those not electing the health insurance option) will be as detailed in the consortium plan benefits. Employee will be offered single subscriber dental and vision benefits only, and may opt for two-person or full family dental and vision at their own expense (differential between Single and 2P or FF).

1. Said insurance terminates at the end of the month of the effective date of subscriber's leaving the district, while on unpaid leaves of absence, or termination of employment. Health insurance and other fringe benefits will not cease while the employee is absent due to long-term illness for the duration of this contract. All recourse shall be between the subscriber and the carrier.

For Teachers assigned to and working less than full-time, but at least 50% (.5 FTE), the Board shall make payment of one-half (½) the cost of premiums for insurance of either Plan A (ABC Plan 1) or Plan B. If a teacher assigned less than full-time but at least 50% (.5 FTE) elects Plan A insurance coverage, any excess premiums required to maintain full participation in Plan A shall be the responsibility of the teacher and shall be payroll deducted from the employee's bi-weekly salary. Teachers employed less than 50% (.5 FTE) shall not be eligible for insurance.

The Board will be the policyholder for insurance pursuant to MCL 423.215.

- B. It is the responsibility of all Teachers to make written application and sign the appropriate insurance forms for the insurance coverage provided in this Agreement. The Board shall not be responsible for nor incur any liability for a Teacher's failure to make proper application.
- C. Coverage shall be subject to the rules and regulations of the carrier.
- D. The Section 125 Cafeteria Plan will include medical reimbursement and dependent care options. Employees may choose either of these options by completing the necessary application procedures in accordance with the provisions of the Board adopted Section 125 Plan. Employees participating in a Health Savings Account are prohibited by federal law from participating in a medical reimbursement Section 125 plan.
- E. This article may be reopened at the request of the Board/Association if the insurance rates become disproportionate with those of other major carriers. The parties reserve the right to research other insurance plans that may be less costly.

**ARTICLE XVI  
SCOPE OF AGREEMENT**

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual Teacher contracts heretofore in effect. All future individual Teacher contracts shall be made expressly subject to the terms of this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall promptly meet to negotiate alternative language for the voided provisions to the extent allowed by law.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Board and the Association voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively, during the term of this Agreement, with regard to: (1) any subject matter covered by this Agreement; or (2) any subject matter which was negotiated but on which no agreement was reached; or (3) any subject matter reasonably within the contemplation of the parties at the time that negotiations for this Agreement occurred. Bargaining on other matters shall occur to the extent required by law during the term of this Agreement.
- D. This Agreement constitutes the sole and entire agreement between the parties in regard to items covered herein and may be altered, changed, added to, deleted or modified only by mutual written consent of the parties.

**ARTICLE XVII  
MISCELLANEOUS PROVISIONS**

- A. Within a reasonable period after ratification, this Agreement shall be posted to the district website.
- B. The school calendar for 2019/20 shall be set forth in Schedule C of this contract.
- C. Except as otherwise provided by the Agreement and subject to request by the Administration, Teachers shall be compensated (provided request for compensation is made and administratively approved in advance) for work beyond the regular school day which involves responsibility for children in accordance with Schedule B.
- D. An emergency manager appointed by the State law is allowed to reject, modify, or terminate the collective bargaining agreement as provided under the law.

**ARTICLE XVIII  
LENGTH OF AGREEMENT**

The terms of this Agreement shall be in effect from January 1, 2019 through December 31, 2019.

**ARTICLE XIX  
UNPAID LEAVES OF ABSENCE (MEDICAL/CHILDCARE)**

A. Medical

1. Upon written request accompanied with medical documentation to support the authenticity of the reason for the leave, a non-compensatory medical leave of absence will be granted for up to one (1) year. The same procedure will be followed in the event that an extension of the leave becomes necessary.
2. The approved medical leave of absence can be for the needs of the employee or the employee's spouse, child, or parent. This includes stepchildren and stepparents.
3. The medical leaves in the Article are not to be construed as limiting any other Article in this Master Contract.

B. Childcare

1. A non-compensatory childbearing and/or childcare leave of absence will be granted for up to one (1) year for care of an infant, care of a child or for adoption or foster care. Said leave may be extended by the Board after review of the written request from the teacher.

C. General Leave

A general purpose leave of absence may be granted for a period of up to one school year subject to written application to the Assistant Superintendent for Human Resources and approval by the Board. A request for up to a one school year extension may be granted at the discretion of the Board. Leaves under this section will be without salary, fringe benefits, and seniority and will terminate at the close of the semester or school year. A teacher shall indicate in writing their intention to return from leave at least sixty (60) days prior to the anticipated return or by May 1<sup>st</sup> if a return is scheduled for the following year. Teachers not providing written notice of anticipated return by May 1<sup>st</sup> shall be considered a voluntary resignation. Teachers returning from leave shall retain the amount of seniority, sick leave, and incremental experience earned prior to the commencement of the leave.

D. Family Medical Leave Act

The Board shall comply with the Family Medical Leave Act of 1993 including the right of Teachers to have Board-paid health-care coverage continued for up to 12 (twelve) weeks. A summary of the Act shall be available in each school office and/or the Human Resources Office.

**ARTICLE XX  
PARENT/TEACHER CONFERENCES**

It is desirable to continue to list the schedules for parent/teacher conferences on the calendar for all to be able to schedule and plan in advance. The Fall Open House, when scheduled, should continue to be treated with appropriate advance notice and planning. Suggestions for making the open house more creative, informative, and interesting will be solicited from Teachers and others.

## **ARTICLE XXI JOB SHARING**

Two teachers who wish to share one position may do so provided that these steps are satisfied:

1. A summary plan is written to specify how the position responsibilities will be divided, and will be submitted to the principal by May 1 for the ensuing year.
2. The principal(s) involved gives approval.
3. The open houses and parent-teacher conferences will be attended by both job sharers as appropriate.
4. The Assistant Superintendent for Human Resources accepts the proposal.
5. The Association President accepts the proposal.
6. The cost of insurance combined, shall not exceed the cost of Plan A for one Teacher if the position were not shared.
7. Building specific inservices and curriculum meetings will be attended by both job sharers to the same extent that full-time Teachers are required to attend.

## **ARTICLE XXII STUDENT TEACHERS**

- A. No probationary Teacher shall be assigned to supervise a student Teacher during the first two years of probationary teaching. Only probationary Teachers with significant occupational experience will be considered during the second two years of probation.
- B. No Teacher shall be assigned a student Teacher without his/her consent.
- C. No Teacher shall be assigned more than one student Teacher during any one school year.
- D. A student Teacher shall not be used as a substitute Teacher, subject to the university's rules on student teaching and substituting.

## **ARTICLE XXIII SITE-BASED DECISION MAKING**

- A. Definition

Site-based decision making is a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality education. It is a process through which those individuals responsible for the implementation of a decision at the building level are actually and legitimately involved in making decisions.

- B. Assurance and Participation

When the site-based decision making and/or school improvement committee is being utilized, care will be taken to assure that the terms and conditions set forth in this master agreement will not be violated. No site-based decision making committee shall engage in collective bargaining. Should concerns arise in regard to a possible infringement upon the collective bargaining agreement, a

referral will be made to the Association Bargaining Chair and Assistant Superintendent for Human Resources. Any Teacher's participation in any site-based decision making and school improvement committees shall be voluntary.

**ARTICLE XXIV  
DISCRIMINATION AND HARASSMENT**

Employer and employees of the School District will comply with Board policy on discrimination and harassment and with the terms and conditions of Federal and State laws which prohibit discrimination and harassment.

**Schedule A**  
(Master's Salary Schedules Conditions)

**MA+10 OR MA+20**

In order for credit to qualify for placement on the MA+10 OR MA+20 salary schedule, the credit must be earned after the master's degree and one of the following conditions must be satisfied:

- A. The college credit must be earned with the prior written approval of the Superintendent based upon the Teacher's potential contributions to the school district. (Prior written approval shall not be required for those credits earned or in the process of being earned prior to September 1, 1991. Teachers requests to update their placement on the MA+20 Salary Schedule, due to any non pre-approved credits, must be submitted by October 1, 1991.)
- B. Any of the conditions pertaining to the MA+30 salary schedule.

**MA+30**

In order for credit to qualify for placement on the MA+30 salary schedule, the credit must be earned after the master's degree and one of the following conditions must be satisfied:

- A. The college credit must be earned in a major and in graduate-level work.
- B. The college credit must apply toward additional state certification.
- C. The college credit must be earned in a college or university-approved program and apply toward either a second major, an Ed.S. degree, a second master's degree or a Ph.D. degree.

**Schedule A**  
**Salary Schedule for 2018/19**

<b>Step</b>	<b>BA</b>	<b>1/2MA</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
1	39503	41190	42892	43925	45067	46328
1.5	40492	42285	44095	45153	46326	47622
2	41480	43376	45294	46382	47589	48920
2.5	42518	44524	46564	47680	48921	50289
3	43552	45675	47883	48981	50253	51663
3.5	44643	46885	49173	50354	51663	53108
4	45731	48094	50509	51722	53069	54553
4.5	46874	49368	51927	53173	54554	56082
5	48017	50643	53339	54619	56039	57609
5.5	49219	51989	54834	56150	57610	59225
6	50419	53329	56326	57679	59177	60836
6.5	51679	54742	57903	59291	60835	62537
7	52939	56153	59481	60909	62491	64242
7.5	54265	57642	61146	62613	64243	66042
8	55587	59132	62813	64321	65990	67842
8.5	56976	60699	64569	66121	67841	69740
9	58365	62265	66329	67922	69688	71638
10	60875	64892	69079	70720	72539	74548

Employees not at top step will advance one half step for the second semester of the 2018/19 school year. No new lane changes will be made for 2018/19. Employees at the top step will receive an off-schedule payment of \$635 in January 2019 and another \$635 in September 2019.

Employees who received an overpayment of steps in the 2nd semester of the 2017/18 school year will have deducted from their biweekly salary an amount not to exceed \$34 per pay over the 41 pay periods from February 8, 2019 through August 21, 2020.

Merit pay of \$200 will be provided to each employee in June who receives an Effective or Highly Effective rating on their end-of-the-year evaluation.

**Schedule B**  
(Extracurricular Stipends)

- A. All percentages for extracurricular Schedule B duties are based upon Steps 0 through 4 of the BA salary schedule. The step a coach/sponsor is placed upon shall depend upon the number of years of consecutive experience in the Schedule B position. If a coach/sponsor is unable to maintain consecutive experience because of conditions beyond his/her control, consecutive experience credit will be retained. If a coach/sponsor decides not to maintain consecutive experience because of conditions within his/her control and does not résumé that Schedule B position within five (5) years of the date he/she last served in that position, then the coach/sponsor shall be treated as if he/she has no experience credit if he/she again resumes that position, unless the Superintendent agrees otherwise in writing.

When calculating the pay for the Schedule B extracurricular positions, the following steps shall be followed:

STEP 1: Determine the appropriate placement on BA steps 0-4.

STEP 2: Multiply the appropriate BA step by the percentage figure applicable to the Schedule B position.

STEP 3: Reduce the amount determined in Step 2 by 4.762%. (The result is the appropriate payment.)

Steps will be frozen (no advancement of steps) for the 2017-18 school year.

- B. Where a Teacher has a Schedule B position which is an integral part of his/her regular teaching assignment, then he/she shall be treated as being on BA Step-0 for purposes of calculating the Schedule B payment. There shall be no step increases for these positions.

When a Schedule B position which has been an integral part of a regular teaching assignment is discontinued as an integral part of that assignment, the affected Schedule B Teacher shall be given experience credit of up to 4 years for prior experience whether or not those years were an integral part of a teaching assignment.

- C. Any Teacher continuing in a Schedule B position which has not had increment steps prior to 1988-89, but now does have steps, shall be placed on Step 1.
- D. Schedule B shall not apply to any positions sponsored by Community Education.
- E. Athletic coaching positions will be hired through EDUStaff or similar vendor.



**SCHEDULE B**  
(Extracurricular Stipends)

<b><u>COACHES/SPONSORS</u></b>	<b><u>PERCENTAGE</u></b>
1. Head Football Coach .....	16%
2. Assistant Varsity Football.....	11%
3. J.V. Football .....	11%
4. Assistant J.V. Football .....	10%
5. Freshman Football .....	10%
6. Assistant Freshman Football .....	9%
7. Soccer .....	11%
8. Swimming.....	11%
9. Diving .....	5%
10. Cross Country .....	10%
11. Assistant Cross Country .....	5%
12. Golf.....	10%
13. Tennis .....	10%
14. Assistant Tennis.....	5%
15. Head Basketball.....	16%
16. J.V. Basketball .....	11%
17. Freshman Basketball .....	10%
18. Head Wrestling .....	14%
19. Assistant Wrestling .....	11%
20. Head Track.....	13%
21. Assistant Track .....	10%
22. Head Baseball.....	13%
23. J.V. Baseball .....	10%
24. Girls Varsity Basketball .....	16%
25. Girls J.V. Basketball .....	11%
26. Girls Freshman Basketball.....	10%
27. Girls Track.....	13%
28. Assistant Girls Track .....	10%
29. Girls Softball.....	13%
30. J.V. Girls Softball.....	10%
31. Girls Volleyball.....	13%
32. J.V. Volleyball.....	10%
33. Middle School Boys Basketball.....	8%
34. Middle School Girls Basketball .....	8%
35. Middle School Wrestling .....	8%
36. Middle School Boys Track .....	7%
37. Middle School Girls Track.....	7%
38. Assistant Middle School Boys Track.....	4%
39. Assistant Middle School Girls Track .....	4%
40. Middle School Volleyball .....	7%

### Schedule B - Continued

<u>COACHES/SPONSORS</u>	<u>PERCENTAGE</u>
41. Head Cheerleading .....	8%
42. J.V. Cheerleading .....	7%
43. Freshman Cheerleading .....	7%
44. Middle School Cheerleading .....	4%
45. Pom-Pon .....	8%
46. Approved Intramural Sports .....	3%
47. Student Government:	
Elementary School .....	4%
Navigator School .....	4%
Pathfinder School .....	5%
High School .....	6%
H. S. Assistant Student Government .....	3%
48. High School Class Sponsors:	
Senior .....	5%
Junior .....	5%
Sophomore .....	4%
Freshmen .....	4%
49. High School Band .....	10%
50. High School Administratively Approved Clubs or Organizations:	
National Honor Society .....	6%
PEP Band .....	3%
Choir .....	3%
School Plays .....	3%
Drama Club .....	3%
Yearbook .....	3%
Newstaff .....	3%
SADD Chapter .....	3%
QUIZ Bowl .....	3%
51. Middle School Administratively Approved Clubs or Organizations:	
Navigator Band .....	3%
Pathfinder Band .....	8%
Pathfinder, Navigator Yearbook .....	3%
Pathfinder, Navigator Vocal Music .....	3%
5 <sup>th</sup> Grade Camp (2 nights) .....	1%
National Junior Honor Society .....	3%
52. Elementary School Administratively Approved Clubs or Organizations:	
Elementary Music .....	2%
Elementary Yearbook .....	1%
53. All Other Administratively Approved Clubs or Organizations .....	3%

**Schedule B - Continued**

<u>COACHES/SPONSORS</u>	<u>PERCENTAGE</u>
54. Responsibilities for supervision of children beyond the school day: .....	\$8.25 per hour
55. Elementary lunch supervision: As Per Article VI, Section D .....	\$7.50 per lunch period
56. Bus Chaperoning Outside the Field of Work .....	\$20 per trip.
The Administration shall make a special effort to schedule Teachers to chaperone buses. If a Teacher cannot be made available, the building administrator shall assign a responsible person outside of the teaching staff to this duty.	
57. For One Week's Work Preceding or Following the Regular School Year for Administratively Approved Assignments.....	3% per week
58. Summer Program - 3 days per week, 2 hours each session, for 6 weeks .....	3% Each
59. Employees in Counselor assignments may be required to work up to 20 days total beyond the school year to perform counseling duties related to enrollment, scheduling, failure notices, etc., that are an incumbent responsibility of a Counselor position, at no additional pay beyond their annual salary. Professional compensation for counselors, when performing "normal school year work duties" immediately preceding or following the regular school year, beyond these 20 days, shall be at the individual counselor's daily pay rate.	
60. Test Out Program .....	\$35.00 per hour
Duties may include test preparation, test administration, and evaluation. Hours are subject to prior approval by administrator.	

Coaching stipends, as listed above, provide for the required State pre-season practices and administratively approved post season tournaments, where no state requirements for pre-season practices exist, such pre-season practice requirements will be administratively established.

**PINCKNEY COMMUNITY SCHOOLS**  
**2018 - 2019 Calendar (revised)**

Monday	<b>August 20, 2018</b>	New Teacher Orientation (if needed)
Tuesday	<b>August 21, 2018</b>	New Teacher Orientation (if needed)
Wednesday	<b>August 22, 2018</b>	New Teacher Orientation (if needed)
Thursday	<b>August 23, 2019</b>	AM: All Staff Orientation/Professional Development PM: Building Staff Meetings
Monday	<b>August 27, 2018</b>	SCHOOL OPENS – Half Day of School K-12
Friday	<b>August 31, 2018</b>	NO SCHOOL
Monday	<b>September 3, 2018</b>	NO SCHOOL – Labor Day
Friday	<b>October 26, 2018</b>	K-12: END OF 1 <sup>ST</sup> MARKING PERIOD
Tuesday	<b>November 6, 2018</b>	NO SCHOOL – Election Day
Thursday	<b>November 8, 2018</b>	Early Release - Conferences
Wednesday	<b>November 21, 2018</b>	NO SCHOOL – Thanksgiving Break
Thursday	<b>November 22, 2018</b>	NO SCHOOL – Thanksgiving
Friday	<b>November 23, 2018</b>	NO SCHOOL – Thanksgiving Break
Thursday	<b>December 20, 2018</b>	NO SCHOOL - HOLIDAY VACATION starts
Wednesday	<b>January 2, 2019</b>	Classes Resume
Thursday	<b>January 17, 2019</b>	K-12: School AM/No School PM - Records
Friday	<b>January 18, 2019</b>	K-12: School AM/No School PM - Records END OF 2 <sup>ND</sup> MARKING PERIOD/1 <sup>ST</sup> SEMESTER
Monday	<b>January 21, 2019</b>	NO SCHOOL – Martin Luther King Holiday
Tuesday	<b>January 22, 2019</b>	K-12: BEGINNING OF 2 <sup>ND</sup> SEMESTER
Monday	<b>February 11, 2019</b>	NO SCHOOL – Winter Break
Friday	<b>March 22, 2019</b>	K-12: END OF 3rd MARKING PERIOD
Monday	<b>March 25, 2019</b>	NO SCHOOL – Spring Break Starts
Monday	<b>April 1, 2019</b>	Classes Resume
Friday	<b>April 19, 2019</b>	NO SCHOOL
Monday	<b>May 27, 2019</b>	NO SCHOOL – Memorial Day
Thursday	<b>June 6, 2019</b>	K-12: School AM/No School PM - Records
Friday	<b>June 7, 2019</b>	K-12: School AM/No School PM - Records K-12: LAST DAY OF SCHOOL K-12: END OF 4 <sup>TH</sup> MARKING PERIOD/2 <sup>ND</sup> SEMESTER

**SCHEDULE C**  
**PINCKNEY COMMUNITY SCHOOLS**  
**2019 - 2020 Calendar (revised)**

Monday	<b>August 19, 2019</b>	New Teacher Orientation (if needed)
Tuesday	<b>August 20, 2019</b>	New Teacher Orientation (if needed)
Wednesday	<b>August 21, 2019</b>	New Teacher Orientation (if needed)
Thursday	<b>August 22, 2019</b>	AM: All Staff Orientation/Professional Development PM: Building Staff Meetings
Monday	<b>August 26, 2019</b>	SCHOOL OPENS – Half Day of School K-12
Friday	<b>August 30, 2019</b>	NO SCHOOL
Monday	<b>September 2, 2019</b>	NO SCHOOL – Labor Day
Friday	<b>October 25, 2019</b>	K-12: END OF 1 <sup>ST</sup> MARKING PERIOD
Thursday	<b>October 31, 2019</b>	K-12: School AM/No School PM – Staff PD
Thursday.	<b>November 7, 2019</b>	Early Release - Conferences
Wednesday	<b>November 27, 2019</b>	NO SCHOOL – Thanksgiving Break
Thursday	<b>November 28, 2019</b>	NO SCHOOL – Thanksgiving
Friday	<b>November 29, 2019</b>	NO SCHOOL – Thanksgiving Break
Thursday	<b>December 23, 2019</b>	NO SCHOOL - HOLIDAY VACATION starts
Monday	<b>January 6, 2020</b>	Classes Resume
Thursday	<b>January 16, 2020</b>	K-12: School AM/No School PM - Records
Friday	<b>January 17, 2020</b>	K-12: School AM/No School PM - Records END OF 2 <sup>ND</sup> MARKING PERIOD/1 <sup>ST</sup> SEMESTER
Monday	<b>January 20, 2020</b>	NO SCHOOL – Martin Luther King Holiday
Tuesday	<b>January 21, 2020</b>	K-12: BEGINNING OF 2 <sup>ND</sup> SEMESTER
Friday	<b>February 14, 2020</b>	K-12: School AM/No School PM – Staff PD
Monday	<b>February 17, 2020</b>	NO SCHOOL – Winter Break
Friday	<b>March 27, 2020</b>	K-12: END OF 3 <sup>RD</sup> MARKING PERIOD
Monday	<b>March 30, 2020</b>	NO SCHOOL – Spring Break Starts
Monday	<b>April 6, 2020</b>	Classes Resume
Friday	<b>April 10, 2020</b>	NO SCHOOL
Monday	<b>May 25, 2020</b>	NO SCHOOL – Memorial Day
Thursday	<b>June 4, 2020</b>	K-12: School AM/No School PM - Records
Friday	<b>June 5, 2020</b>	K-12: School AM/No School PM - Records K-12: LAST DAY OF SCHOOL K-12: END OF 4 <sup>TH</sup> MARKING PERIOD/2 <sup>ND</sup> SEMESTER

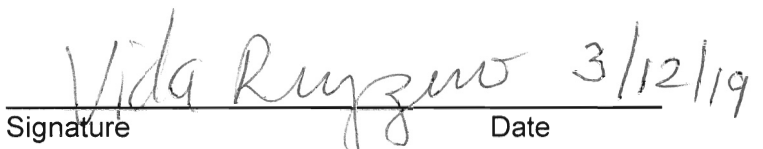
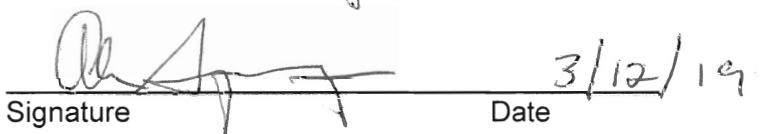
SIGNATURE OF MUTUAL INTENT  
AND BINDING AGREEMENT:

The Board and the Teachers enter into this Master Contract in good faith and both parties are expected to perform in a cooperative manner, fulfilling both the intent and the applicable portions of the Agreement written herein.

BOARD OF EDUCATION OF THE  
PINCKNEY COMMUNITY SCHOOLS

BY: Michelle Crampo President	 Signature	3-7-19 Date
BY: Bethany Mohr Secretary	 Signature	3-7-19 Date
BY: Richard Todd Superintendent	 Signature	3-7-19 Date
BY: Brian Higgins Chief Negotiator	 Signature	3/7/19 Date

PINCKNEY EDUCATION ASSOCIATION

BY: Vida Ruggiero Pinckney Education Association President	 Signature	3/12/19 Date
BY: Alan Spranger Chief Negotiator	 Signature	3/12/19 Date

## PINCKNEY COMMUNITY SCHOOLS TEACHER GRIEVANCE FORM

### LEVEL I

*NOTE: This section to be filled out by Grievant, and signed by Grievant and Association Representative*

A. Name of Grievant(s) \_\_\_\_\_ Submission Date \_\_\_\_\_

B. Association Collective Bargaining Agreement Involved \_\_\_\_\_

C. Contract provision(s) violated: Article(s) & Section(s) \_\_\_\_\_

D. Alleged contractual violation: Time \_\_\_\_\_ Date \_\_\_\_\_

E. Name(s) of Administrator(s) with whom oral discussion was held \_\_\_\_\_  
\_\_\_\_\_

F. Verbal answer was given: Time \_\_\_\_\_ Date \_\_\_\_\_

G. Written grievance is being filed: Time \_\_\_\_\_ Date \_\_\_\_\_

H. Employee(s) involved in grievance \_\_\_\_\_

I. Statement of issue \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

J. Synopsis of facts giving rise to the alleged violation \_\_\_\_\_  
\_\_\_\_\_

K. Action or relief sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

L. **Aggrieved Employee(s) Signature** \_\_\_\_\_

M. **Association Representative's Signature** \_\_\_\_\_

*Signature signifies knowledge of Grievance*

*Note: Use extra sheets of paper, if needed, for any areas of form*

No. \_\_\_\_\_

**LEVEL I CONTINUED**

*NOTE: These sections are to be filled in by immediate supervisor*

A. **ORAL GRIEVANCE** Received by \_\_\_\_\_  
*Building Principal*

B. Time and date grievance was orally submitted to you \_\_\_\_\_

C. Time and date verbal answer to grievance was submitted to the grievant/Association  
\_\_\_\_\_

D. Place in writing below verbal answer that was submitted to the grievant(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A. **WRITTEN GRIEVANCE** Received by \_\_\_\_\_  
*Building Principal*

B. Time and date written grievance was submitted to you \_\_\_\_\_

C. Place written answer here \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. **SIGNATURE** \_\_\_\_\_ **TIME** \_\_\_\_\_ **DATE** \_\_\_\_\_  
*Building Principal*

E. **RECEIPT ACKNOWLEDGE BY** \_\_\_\_\_  
*Grievant or Association Representative*

Time \_\_\_\_\_ Date \_\_\_\_\_  
No. \_\_\_\_\_





No. \_\_\_\_\_

### LEVEL III

*NOTE: Grievant may submit grievance to the Board of Education on his/her signature if the Superintendent did not respond within fifteen (15) days on Level II -- otherwise the Association and Grievant must be unsatisfied with the Superintendent's answer.*

***NOTE: This section to be filled in by Association Representative if Superintendent did answer within fifteen (15) days***

A. **ASSOCIATION:** Was the disposition by the Superintendent.....(Circle One)

Satisfactory

Unsatisfactory

B. Position of Association \_\_\_\_\_  
\_\_\_\_\_

***NOTE: This section to be filled in by Grievant***

C. **GRIEVANT:** Was the disposition by the Superintendent.....(Circle One)

Satisfactory

Unsatisfactory

Not Timely

D. Position of Grievant \_\_\_\_\_  
\_\_\_\_\_

E. **Signature of Grievant** \_\_\_\_\_

Time \_\_\_\_\_ Date \_\_\_\_\_

F. **Signature of Association Representative** \_\_\_\_\_

*(Not necessary if Superintendent did not answer within 15 days)*

Time \_\_\_\_\_ Date \_\_\_\_\_

G. **Receipt acknowledge by Secretary of the Board of Education at Level III**

\_\_\_\_\_  
*Signature of Secretary*

Time \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX E

This appendix is intended to outline the terms and conditions of employment that pertain specifically to the Student and Family Specialist (social worker) position, which is different than other unit members. All articles of the Master Agreement shall apply to this position except as noted below.

- A. Employees not at top step will advance one half step for the second semester of the 2018/19 school year. No new lane changes will be made for 2018/19. Employees at the top step will receive an off-schedule payment of \$635 in January 2019 and another \$635 in September 2019.

Employees who received an overpayment of steps in the 2nd semester of the 2017/18 school year will have deducted from their biweekly salary an amount not to exceed \$34 per pay over the 41 pay periods from February 8, 2019 through August 21, 2020.

Merit pay of \$200 will be provided to each employee in June who receives an effective or highly effective rating on their end-of-the-year evaluation.

Step	2018/19 Salary
1	42,892
1.5	44,095
2	45,294
2.5	46,564
3	47,833
3.5	49,173
4	50,509
4.5	51,927
5	53,339
5.5	54,834
6	56,326
6.5	57,903
7	59,481
7.5	61,146
8	62,813
8.5	64,569
9	66,329
10	69,079

- B. At the time of hire, Student and Family Specialists shall start at step 1, but may be placed by the Board up to step 5 on the salary schedule based upon previous relevant outside experience. The initial and subsequent salary step placement of a Student and Family Specialist shall be adjusted on a yearly basis at the beginning of a school year. Said salary step adjustment shall further be based on total accumulated district seniority as computed (on

paid days) and maintained for district seniority and that actual placement be made using the arithmetic mean as follows:

0.000yr to 0.250yr = no step increase

0.251yr to 0.750yr = 1/2 step increase

0.751yr to 1.000yr = full step increase

1. Student and Family Specialists shall receive paychecks in 26 equal pays starting with the first pay period after they return to work.
  2. After completion of the thirteenth (13th), nineteenth (19th) and twenty-fourth (24th) year of employment in the district, a Student and Family Specialist shall annually receive a longevity increment which shall be \$550 after the 13th year, shall increase to \$1,500 after the 19th year, and shall increase to \$2,750 after the 24th year. For the duration of this contract, these payments will not be paid. Longevity will be paid for calendar year 2019 in June 2019 as follows: 13-18 years - \$200; 19-24 years \$350; and 25+ years - \$500. This shall be paid as additional salary. The amount shall begin to be paid as part of a Student and Family Specialist's fourteenth (14), twentieth (20), and twenty-fifth (25) year contract. Said increments shall be prorated for less than a full year and/or work schedule.
  3. Sections H and I of Article V shall apply to this position; all other sections of Article V shall not apply.
- C. The work year for Student and Family Specialists shall consist of up to 210 work days per year. Generally, the work week shall be a 40 (forty) hour work week on average, with hours similar to the teachers' day, but flexible to accommodate evening presentations, meetings, workshops, etc. The work schedule will be at the direction of the building administrator, with appropriate notice of evening or weekend responsibilities, unless extenuating circumstances prevent timely advance notice. This position does not qualify for overtime compensation. Section H of Article VI shall apply to this position; Sections A-G are not applicable.
- D. Article VII, Article VIII sections A-F, H, M-O shall not be applicable to this position. Article VIII Sections G and I-L shall apply to this position.
- E. Student and Family Specialists may apply for other similar positions within the district and will be given consideration for any said positions. Student and Family Specialists are not positions requiring teacher certification and do not acquire tenure in positions. A Student and Family Specialist who possesses teacher certification may apply for a teaching position and will be granted an interview if they meet the qualifications, however, selection to any other position will be at the discretion of the Board. Subject to this paragraph, Article X shall apply to this position.
- F. Student and Family Specialists shall have seniority in the district from date of hire, with one year of seniority for completion of a full work year and pro-rated for employees working less than a full work year or employees working less than full-time. This seniority list shall be separate from the teacher seniority list. Seniority shall not accrue during times of unpaid leave and layoff, and shall be lost if the employee retires, resigns or is discharged for cause. "Ties" in seniority shall be governed by Article XII, Section O. A teacher applying and being selected for a Student and Family Specialist position shall have their teacher seniority frozen

at the level they are at on the teacher seniority list at the time of transfer, and will then be placed on the Student and Family Specialist seniority list from date of transfer.

Should it become necessary to lay off a Student and Family Specialist, the Board shall provide at least twenty-one (21) calendar days notice to the employee being laid off. Student and Family Specialists shall be laid off by inverse order of seniority.

Recall of Student and Family Specialists shall be by seniority with the most senior laid off employee being recalled first, provided they meet the qualifications for the position. The Board shall file written notice of recall from layoff by sending a registered or certified letter to said Student and Family Specialist at his/her last known address. It shall be the responsibility of each Student and Family Specialist to notify the Board of any change in address. The Student and Family Specialist's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the Student and Family Specialist. If a Student and Family Specialist fails to report to work within ten (10) calendar days of the date of the sending of the recall, unless an extension is granted in writing by the Board, said Student and Family Specialist shall be considered as a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board.

A Student and Family Specialist who is to be laid off pursuant to this Article has the right to be administratively placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a Student and Family Specialist will less seniority.

A Student and Family Specialist on a Board approved leave shall be subject to the layoff provisions of this Agreement. However, the Student and Family Specialist shall not be subject to actual layoff until his/her return from said leave.

The Association shall have the right to review the reduction list prior to notification of the individuals involved. After the reduction list has been prepared, the Association and administration shall review said list in an attempt to resolve potential misunderstandings which could result in conflict.

A person on layoff who rejects recall to a temporary vacancy or to a position which is less time (on an FTE basis) than the position from which they were laid off, shall not lose rights to recall.

Laid off Student and Family Specialists may sign up for substitute teaching work and be given first consideration. Rejection of substitute work shall not effect the Student and Family Specialist's right to recall.

- G. The Student and Family Specialist will be allowed twelve (12) sick days and four (4) personal business days per work year. All other provisions of Article X shall apply.
- H. Student and Family Specialists shall be considered probationary employees during their first four (4) years of employment. If their performance is deemed by the Board to be unsatisfactory, the Board may chose not to renew their contract by giving written notice by May 1 of a school year. A Student and Family Specialist shall be evaluated at least annually in their first four (4) years of employment and at least once every three years thereafter.

All monitoring or observation of the work performance of a Student and Family Specialist shall be conducted openly.

No Student and Family Specialist shall be disciplined, reprimanded, reduced in rank or compensation or denied renewal of contract without just cause. Any such discipline, reprimand, or reduction in rank or compensation including unjustified and undocumented adverse evaluation of Student and Family Specialist performance asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure hereinunder set forth. When disciplining or questioning staff members regarding delinquency in professional performance, the administration shall take reasonable measures to carry out the questioning or discipline privately.

In evaluating Student and Family Specialists the evaluator shall provide those Student and Family Specialists that have performed unsatisfactorily during the evaluation period with (1) a statement of specific problem areas observed; (2) specific suggestions as to how the problems are to be resolved; and, (3) a statement of the types of assistance that may be available to the Student and Family Specialist in improving his performance.

- I. Article XII, Sections A-G and I-N, P-S shall apply to this position; Section H shall not apply. Add to Section A, "While the teacher may be relieved of responsibility with this student, the Student and Family Specialist may have continued responsibilities with this student and/or the family as long as the district has legal responsibilities for this student.
- J. Article XIII, Sections A-D and F.1 shall apply to this position; all other sections of Article XIII shall not apply.
- K. Schedule A shall not apply to this position.
- L. Prior to making a home visit, the Student and Family Specialist and the building administrator will mutually agree as to whether the Student and Family Specialist will be accompanied by another district employee or support person from another agency.

**LETTER OF AGREEMENT**

**between the**

**PINCKNEY COMMUNITY SCHOOLS BOARD OF EDUCATION**

**and the**

**PINCKNEY EDUCATION ASSOCIATION**

**RE: Time for conducting MLPP assessment at the elementary level**

The parties agree to the following for the 2019-20 school year as it relates to time for elementary teachers to conduct and evaluate MLPP assessments:

1. The Board will provide one priority substitute teacher to be shared among the elementary buildings, with the goal of providing release time for teachers to conduct and evaluate student MLPP assessments.
2. Usage and scheduling of the priority substitute will be coordinated with the building administration.
3. This process will be evaluated at the end of the 2019-20 school year.

It is understood that this Letter of Agreement constitutes the entire understanding of the parties with respect to this matter and shall not be deemed precedent setting with respect to the Master Agreement and/or the policies and procedures of the Board of Education.

FOR THE BOARD OF EDUCATION

FOR THE PINCKNEY EDUCATION  
ASSOCIATION

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Date

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Date

**LETTER OF AGREEMENT**

**between the**

**PINCKNEY COMMUNITY SCHOOLS BOARD OF EDUCATION**

**and the**

**PINCKNEY EDUCATION ASSOCIATION**

**RE: SUBCONTRACTING**

During the term of the 2019-20 Master Agreement, the Board will not subcontract bargaining unit work.

It is understood that this Letter of Agreement constitutes the entire understanding of the parties with respect to this matter and shall not be deemed precedent setting with respect to the Master Agreement and/or the policies and procedures of the Board of Education.

FOR THE BOARD OF EDUCATION

FOR THE PINCKNEY EDUCATION  
ASSOCIATION

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Date

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Date