

MASTER CONTRACT

PINE RIVER AREA SCHOOLS

AND

PINE RIVER EDUCATION ASSOCIATION

MEA/NEA

2009-2011

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MASTER CONTRACT
PINE RIVER AREA SCHOOLS
2009-2011

This Agreement entered into between the Board of Education of the Pine River Area Schools, hereinafter called the "Board" and the Pine River Education Association, MEA/NEA, hereinafter called the "Association."

ARTICLE I – RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379 Public Acts of 1965, for all regular contract members of the Pine River Teaching Staff, including teachers assigned as counselors and librarians, and school social workers, but excluding supervisory, executive and/or administrative personnel. The term "teacher", when used hereinafter in this Agreement, shall refer to all full-time and part-time teachers and school social workers employed by written contract, except substitute teachers employed on a day-to-day basis.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given written notice of the grievance settlement.
- C. Dues Deduction:
1. The Board agrees to deduct from the salaries of the teachers dues for the Association, the Michigan Education Association, and the National Education Association, when voluntarily authorized in writing by each teacher desirous of having such dues deducted.
 2. Regular dues for any or all of the above-stated organizations shall be deducted together, as one (1) deduction, in ten (10) equal monthly installments from the second paycheck of each month of the school year, except in June when it will be the first pay.
 3. Dues authorizations filed with the Superintendent on or before the Monday preceding the second payday of each year shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after the Monday preceding the second payday shall be deducted from the second paycheck of the succeeding months in equal installments.
 4. Dues authorizations, once filed with the Superintendent, shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association.
 5. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA and NEA, which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification, shall not be subject to change during the entire school year.
 6. For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall through the last teacher working day of school in the spring.
 7. Dues deduction shall be transmitted by the Superintendent to the Association Treasurer within ten (10) days after such deductions are made.
 8. All refunds claimed for dues of the Association, MEA, or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which de-

duction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.

9. Any dispute between the Association and the Board that may arise as to whether or not an employee properly executed or revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions for that employee shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
 10. The Association shall protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws.

ARTICLE II – TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379; that it shall not discriminate against any teacher with respect to hours, wages or other terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any legal activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its teachers appropriately to involve the assistance of the Michigan Employment Relations Commission, or mediator from such public agency.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings upon proper application.
- D. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District including the final budget and allocations and such other information as shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students. The Association shall be duly advised of fiscal and tax programs affecting the District and the Association shall, whenever feasible, have the opportunity to consult with the Board with respect thereto prior to general publication.
- E. The Board and Association agree to continue the past practice of Elementary Principals teaching half-time, and of the Athletic Director also teaching part-time, but both parties further agree that no other non-Bargaining Unit Member shall be assigned Bargaining Unit work, which would result in a Bargaining Unit Member being laid off or would result in keeping a laid off Bargaining unit Member from being recalled.

Schedule B shall not be affected by this language.

ARTICLE III – BOARD OF EDUCATION RIGHTS

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

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
 3. To establish grades K through 12 and courses of instruction contained therein, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aides of every kind or nature.
 5. To determine class schedules; the hours and days of instruction; parent conference days; the duties, responsibilities, and assignments of teachers and other employees with respect thereto; school related non-teaching activities; and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV – COMPENSATION AND EXPERIENCE CREDIT

- A. The salaries of teachers covered by this Agreement are set forth in Schedules A and B, which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. The salary schedule is based upon a full-time teaching position covering the regularly scheduled school year with a minimum of 177.5 instructional days and in accordance with the official calendar.
1. If make-up days exceed six (6) days, teachers shall be paid their hourly rate for any additional make-up time.
This provision will be null and void if the state law changes to exclude make-up requirements for snow days.
 2. Should legislation change whereby total annual hours becomes a consideration for make-up days, this clause will be deleted from the contract.
- C. No teacher's normal workday shall exceed seven and one-half (7 1/2) hours per day, including lunch hour, except as specified in Article V, Section M.
- D. When a teacher has completed two (2) semesters in the system he/she will advance one (1) step on the salary schedule in accordance with Schedule A.
- E. The two (2) methods of payment are as follows:
1. Paid every two (2) weeks in twenty-six (26) equal pays.
 2. Paid every two (2) weeks in twenty-one (21) equal pays with the final pay being paid the first pay in June.
- F. The first pay of the 2009-2010 school year is: September 4, 2009. The first pay of the 2010-2011 school year is: September 3, 2010.

**ARTICLE V –
TEACHING CONDITIONS, ASSIGNMENTS AND LENGTH OF SCHOOL DAY**

- A. Because the Board of Education has the statutory duty to educate all children within the boundaries of the School District, and because the student/teacher ratio is an important aspect of the educational program, and because the number of students the teacher is required to instruct has a direct bearing upon the amount of work required of the individual teacher, the parties agree that the size of the individual classes shall be given careful consideration and any inequities adjusted upon the request of the teacher or Association if economically and educationally feasible and desirable as determined by the Board of Education.
- B. Class size in the Elementary Grades kindergarten through third shall not exceed twenty six (26), fourth through eighth shall not exceed twenty eight (28) and ninth through twelve shall not exceed thirty (30) students per teacher except in shop classes, which shall not exceed twenty (20) students per teacher. An attempt will be made in writing classes in the high school to keep class sizes at an average of twenty (20) to twenty-two (22), with a maximum number of total pupils that shall not exceed seventy-five (75) pupils per marking period. Vocal music and/or Band shall be open to any number registered. Class size for physical education classes shall be forty (40) students per teacher and strength and conditioning shall be thirty-six (36) per teacher.
1. Combination classrooms shall have up to and including twenty-four (24) students per Elementary classroom, twenty-six (26) per Middle School classroom, and twenty-eight (28) per High School classroom.
 2. When these sizes are exceeded, a student overload will exist and the following compensation will occur: 1) a classroom para-professional may be assigned to address the overload situation, 2) compensatory pay will be provided using the formulas that follow: High School/Middle School teachers will receive one hour per week per student overload; Elementary teachers will receive one hour per day per student overload, or 3) a meeting will be held with the Teacher, Association President and/or Representatives and Superintendent and/or Board Representatives to arrive at an agreeable solution to the problem.
 3. Resource room class sizes shall conform to the State of Michigan Rules and Regulations.
 4. Mainstreaming Students: Prior to actual placement of a particular special student within the classroom of a regular teacher, such teacher shall have the opportunity to confer directly with the special education teacher/consultant concerning the student and the plan for integration of said student.
 5. Special Education - Resource Room teachers will be scheduled such that they will have four and one-half (4 1/2) days a semester to prepare for IDP's, IEP's, Medicaid Outreach, etc. Such time will be provided, if possible, when students are outside of the teacher's class and substitute teachers are not needed to cover the Special Education teacher's classes.
- C. All teachers shall be entitled to a duty free, uninterrupted lunch period of at least thirty (30) minutes.
- D. Secondary teachers shall have one (1) planning/preparation period. Elementary teachers shall be free from classroom duties for a minimum of forty-five (45) minutes per day for planning/preparation. Should the Board of Education hire additional specialists, the elementary teachers shall be free from classroom duties for that period of time. This time may be added to the forty-five (45) minutes and averaged over a two-week period, provided such time does not exceed an average of sixty (60) minutes per day.
1. In the event a teacher does not receive the planning/preparation time above specified, or shall be called upon to teach during a regularly scheduled preparation period, he/she shall receive \$21.29 in 2009-2010 and \$21.50 in 2010-2011 pro rata for less than time above specified. A teacher may elect to receive compensatory time in lieu of hourly pay. Seven (7) hours of accrued time will equal one day. You may use up to one (1) day per semester.

Any accrued compensatory time not used by the end of the school year shall be paid at the rate specified above.

2. It is expressly understood that this provision is intended to cover emergency situations. Teachers shall not be assigned in place of a substitute teacher or be assigned when absence is known in advance. However, teachers may volunteer in advance to cover for other absent teachers under the conditions established in Number 1 above. Such volunteers shall be placed on a list by hour by the building principal and called upon on a rotating basis.
- E. The president of the Association shall be released from his/her teaching duties for one-half (1/2) day per month to work on matters of concern to the Association.
 - F. Any staff member required to work in excess of the teacher work days specified in the master contract calendar shall be paid his/her daily rate of pay for all additional days or hours. This does not affect Schedule B positions. (This paragraph is referring to days other than Act of God days to be made up according to Article IV, Section B.1.)
 - G. Compensatory time shall not be granted to extend regularly scheduled vacations.
 - H. Building start times and staff report times are in Schedule D of this Contract.
 - I. The length of the elementary teaching day shall be as near as possible to the length of the secondary teaching day.
 - J. Teachers who shall be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades shall be notified and consulted by their principals as soon as practicable. Such changes shall be voluntary if at all possible. Every effort shall be made to avoid reassignment of probationary teachers to different grade levels unless the teacher requests such change.
 - K. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any teacher organization. The Board and Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.
 - L. All elementary and secondary teachers shall attend school functions of their respective buildings, such as student activities for which they are responsible and student dances for which they have volunteered. Elementary teachers are expected to attend PTCG's. Class sponsors shall be assigned by the high school principal. Such assignments shall be made in May for the following year. Teachers shall be responsible for supervision at any official class functions for which they have agreed to supervise. The Association recognizes the fact that it is in each teacher's professional interest to be involved in extra-curricular activities during the course of the school year.
 - M. All teachers must attend meetings called by the administration as a regular part of their teaching duties unless otherwise excused by the administration. All meetings shall begin within thirty (30) minutes after an operational school day. Morning meetings may be held provided they adjourn within fifteen (15) minutes of school starting time.
 - N. Teachers shall give account for school materials, equipment, and facilities assigned to them provided they have sole responsibility for their working area.
 - O. Reasonable supervision of students is the teacher's responsibility during the school day. This includes activities in all school areas such as cafeteria, halls, lavatories, playgrounds, assemblies, and any other place where students may congregate during the normal school day. Teachers shall cooperate in good housekeeping practices in the halls, respective classrooms, and their lounge.
 - P. Every effort will be made by the administration to insure that facilities are maintained in a safe and healthy condition.

- Q. All teachers who are eligible to receive the services of a trained aide(s) shall be consulted before such services begin. Training of aides is to be done during non-teaching time with pay or compensatory time upon administrative approval.
- R. The addition of satellite technology or cable TV will be allowed in classrooms, provided that use and times of use are at the discretion of the teacher in charge of the classroom. The use of satellite or cable is intended to offer more opportunities for enrichment of students. This will not reduce or replace teaching staff.
1. The use of satellite or cable TV for teaching small-sized classes to less than eight students that are not normally a part of the curriculum will be allowed. If a teacher is needed to monitor the class setting, he/she will be paid \$279.00 in 2009-2010 and \$281.79 in 2010-2011 per semester. The principal and the Association President and Building Representatives will decide if a particular class needs a teacher monitor. No TV class shall be offered in a classroom concurrent with a regular class or in the library.
 2. The monitor shall not have teaching responsibilities while serving in this role.
- S. A teacher assigned to teaching distance learning through electronic media shall be asked to teach only one (1) full year class or two (2) semester classes (one (1) per semester) in a given year. If the teacher accepts the assignment, the teacher will be given \$1110.78 in 2009-2010 and \$1121.89 in 2010-2011 additional pay for a full-year class or \$555.39 in 2009-2010 and \$560.94 in 2010-2011 for a semester class. A para-professional shall be assigned to the teacher for one hour per day during the assignment. The assigned hour will be decided by mutual agreement between the para-professional and the teacher. In addition, in the first year only of two (2) or more successive years' teaching by electronic media, the teacher shall receive an extra preparation period per day.
- T. Bargaining unit Mentor Teacher positions shall be developed on an as-needed basis to function as an advisor/resource person to probationary teachers by the employer according to the following guidelines:
1. Such mentor teachers shall be tenured teachers. It is understood and agreed that mentor teachers may also be retired teachers or college professors as allowed by law. No mentor will be assigned more than one (1) probationary teacher per year without association approval.
 2. A bargaining unit mentor teacher shall serve on a voluntary basis and shall work with probationary teachers from a related area of expertise, responsibility or experience.
 3. A bargaining unit mentor teacher may have released time as approved by his/her principal to use to observe or otherwise be available to the probationary teacher assigned.
 4. The mentor teacher shall not be expected to act in an evaluative, disciplinary or supervisory capacity over a probationary teacher, nor shall the mentor teacher be required to provide information for use in such administrative functions regarding the probationary teacher assigned. The function of mentoring shall not be included, on the mentor teacher's request, in the mentor teacher's performance evaluation.
 5. The mentor teacher shall assist the probationary teacher in planning with the administration the fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher.
 6. It is understood and agreed that a mentor teacher may not continue in that position from year-to-year unless requested to do so by the principal. The probationary teacher involved shall have input into this process.
 7. Mentor teachers shall be paid the hourly rate for the BA Base.
 8. Mentors are expected to perform the following duties:
 - a. Spend approximately forty-five (45) minutes of planned time with the assigned probationary teacher twice a month. This time includes weekly in-person or tele-

phone contacts if the teacher is having difficulty impromptu contacts. Planned time meetings should be kept to a maximum of seven (7) hours per semester unless additional time is approved by the principal.

- b. Document all dates of conferences, personal contacts and classroom visits with the assigned teacher in a conference log that is to be provided to the principal at the end of the school year.
- c. Suggest current research or otherwise provide insight and suggestions for improving instruction in both the probationary teacher’s subject area and in the classroom management strategies.
- d. At least one (1) planned classroom visit conducted during the year.
- e. Help probationary teacher select appropriate in-service days that meet the state guidelines (currently fifteen (15) days in a three (3) year period).

ARTICLE VI – VACANCIES AND PROMOTIONS

- A. Whenever a vacancy in a professional teaching position in the District shall occur, the Board shall publicize the same by giving written notice of a vacancy to the president of the Association and providing appropriate posting in each of the several school buildings. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for seven (7) calendar days. Any teacher who wishes a change in his/her teaching assignment for the ensuing school year should provide a letter to both the Superintendent and Building Principal not later than May 1 of the school year.

Schedule B shall be handled in the same manner.

- B. Any teacher with proper certification and qualifications may apply for any vacancy. In filling such vacancy teachers presently on the staff should receive first consideration. In the event an opening develops during the summer, teachers with the necessary certification and/or qualifications will be notified.
- C. In the event that a regular class is to be offered outside of the regular school day for credit, such class shall first be posted for a period of five (5) school days prior to being filled on a permanent basis. The Board shall select the applicant for such assignment who is most qualified to fill the position from the point of view of academic training and experience in the teaching of the subject to be assigned. Compensation shall be paid at a rate of one-sixth (1/6) of that teacher's salary.

ARTICLE VII – TRANSFERS

- A. Since the frequent transfer of teachers from one school to another is disruptive of the education process and interferes with optimum teacher performance, the parties agree that un-requested transfers of teachers are to be minimized.
- B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools of the District shall be posted in the same manner as provided in Article VI.

ARTICLE VIII – SICK LEAVE AND LEAVES OF ABSENCE

- A. Teachers shall be granted ten (10) sick days per year. Sick days will be credited to each teacher's sick day account at the beginning of the school year. Sick days may be used for an individual illness as well as that of the “immediate family” as defined under funeral leave in Section J. If at the end of a school year more days have been used than accumulated, it will be deducted from the said teacher's last check. In addition, at the beginning of the school year, the business office will provide each teacher with a statement indicating the number of sick days accumulated as of the end of the previous school year, plus the ten (10) new credited days, and the total days available.
 - 1. Sick leave days may accumulate to one-hundred-eighty (180) days.

2. After four (4) continuous years of service, teachers retiring or leaving the School District shall be paid at seventy-five percent (75%) of current daily sub rate for their accumulated sick days.

- B. Up to two (2) personal business days may be granted to a teacher for the purpose of transacting business of an urgent nature which cannot be transacted at times other than the normal working hours. These days are not intended to be used to extend vacations or holidays. Written application shall be made at least three (3) days prior to the expected date of absence, except in the case of an emergency situation. Unused personal business days roll over to sick leave accumulation.

Disclosure of the reason for use of personal business days is to be at the discretion of the teacher. The Board reserves the right to deny personal business days when too many staff members request the same day and permission for all requests would make it impossible to hire substitutes. The parties agree that abuse of leave time, paid or unpaid; will be given very careful consideration. This is to include compensatory time earned.

- C. Special Circumstances: Should extenuating circumstances occur, compensatory time or a personal day may be used to extend a vacation with approval of the Superintendent.

- D. Leaves of absence without pay may be granted upon application for not more than one (1) year, unless by mutual agreement, for the following purposes:

1. At least one-half (1/2) time study related to the teacher's field.
2. At least one-half (1/2) time study to meet eligibility requirements for educational purposes other than those held by the teacher.
3. At least one-half (1/2) time study, research, or special teaching assignment involving probable advantage to the school system.
4. Special program completion problems may be considered by the Board. The regular salary increment occurring during such period shall be allowed, not to exceed one (1) step.
5. A one (1) year leave of absence without pay may be granted for a teacher to work outside of the field of education in his/her field of specialization training.
6. Only in the case of emergencies will unpaid leaves of absence with paid benefits be granted. All other unpaid leaves of absence, granted by the employer, will result in the employee paying the cost of his/her benefits for the time of the unpaid leave.

- E. Family and Medical Leaves: Leave without pay may be granted up to a maximum of one (1) year renewable at the discretion of the Board.

1. Upon request, the Board shall grant unpaid leaves of up to one (1) year renewable for the following reasons:
 - a. The serious health condition of the employee; or
 - b. The serious health condition of the employee's spouse, parent, parent-in-law, grandparent, or child; or
 - c. The birth of a child; or
 - d. The placement of a child for adoption or foster care.

The term "child" includes any individual under 18 for whom the employee serves *in loco parentis*; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

3. The employee shall have the option of first using accrued paid sick leave, vacation, and/or personal leave during the leave. The remainder of any leave will be unpaid.
 4. Health benefits will be continued for the first twelve (12) weeks of leave in any twelve (12)-month period under the same conditions and at the same level as if the employee were still at work.
 5. Seniority shall continue to accrue during the leave.
 6. The employee shall have the right to take the leave on a reduced or intermittent schedule.
 7. Whenever practicable, the employee will provide the employer at least thirty (30) calendar day's written notice of the request for the leave. It will include the reason for the request; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave.
- F. Leaves of absence shall be granted of up to two (2) years to any teacher who joins the Peace Corps as a full time participant in such program. Any period so served shall be treated as time taught for purposes of salary schedule set forth in Schedule A of this Agreement.
- G. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing the duties of the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.
- H. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States, not to exceed the normal tour of duty.
- Teachers on military leave shall be given the benefit of any increment which would have been credited to them had they remained in active service to the school system.
- I. Teachers may take one day a year, charged to sick leave, for the birth of a grandchild, to attend the funeral of an individual not addressed under "funeral leave" or for emergency concern or special circumstance. Requests for additional days under this category must be made directly to the Superintendent.
- J. In case of a death in the immediate family, three (3) days of Funeral Leave, not deductible from the teacher's sick leave allowance, shall be granted. In cases where additional bereavement leave days may be required, the Board shall grant, upon request, two (2) additional days for this purpose, such days to be deductible from the teacher's sick leave allowance. For the purposes of this Article, the "immediate family" shall be defined as including: spouse, parent, children, siblings, grandparents, grandchildren, mother-in-law, father-in-law, sons-in-law, daughters-in-law, aunts, uncles, and residents of the immediate household.
- K. Any teacher who suffers an on-the-job injury, which is compensable under the Michigan Worker's Compensation Law, shall receive the difference between his/her normal salary and that amount he/she is provided by Worker's Compensation until LTD specified in Article XV begins to pay.
- L. A leave of absence will be granted to a teacher called for jury service. The Board shall pay an amount equal to the teacher's daily salary, and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expenses) shall be given to the School District for such day on which the teacher reports for or performs jury duty. Teachers called to testify directly related to their employment shall be paid in the same manner.
- M. At the beginning of each school year, the Association shall be credited with twenty (20) days to be used by the teachers who are officers or agents of the Association with a maximum of three (3) consecutive days being used by any one teacher, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association shall pay the cost of substitute teachers.

In the event a teacher is elected to state office, days used to attend regular meetings shall not be deducted from the Association days.

- N. Any day on which an employee is absent, and he/she is engaged in professional business as an observer or participant under the direction of the Board of Education, shall not be regarded as an absence, provided such business has been cleared through the Superintendent's office.
- O. The following shall be in effect in the event school is closed on a regularly scheduled day:
 - 1. Sick Leave: Sick leave shall not be deducted if such day falls on the day of a prearranged paid sick leave.
 - 2. Personal Business Leave: A personal business day shall not be deducted if such day falls on the day of a prearranged personal business leave day.
 - 3. Funeral Leave: Funeral leave day taken under Article VIII, Section H, shall not be deducted if such day falls on a prearranged funeral leave day and the individual uses that day for the purpose intended.
- P. Teachers using zero (0) sick days during the school year will receive a three hundred dollar (\$300.00) stipend at the end of the year. Teachers using more than zero (0) but less than three (3) days during the school year will receive a one hundred dollar (\$100.00) stipend at the end of the year. First year teachers will be granted ten (10) sick days and will have the option of placing two (2) sick days in the Teacher Sick Bank. Days placed in the sick bank will not be counted as days of absence.
- Q. Sick Leave Bank
 - 1. The Board of Education will cooperate in the operation of a Sick Leave Bank. All certified professional personnel of the bargaining unit may participate in the bank on a voluntary yearly basis. First year teachers will have the option to be granted 10 sick days of which two (2) will be placed in the Teacher Sick Leave Bank. Exceptions to this Article will be individuals who are on short or long-term disability.
 - 2. The primary purpose of the Sick Leave Bank is to protect an employee's earning power during periods of protracted and unavoidable absence due to his/her incapacity to perform the responsibilities of his/her assignment.
 - 3. Each individual teacher, except first year teachers, may join the Sick Leave Bank only after she/he donates one (1) day and only one (1) day of his/her accumulated sick leave to the bank and submit his/her authorization to join. The authorization to join must be made within the health insurance policy's open enrollment period at the beginning of each participatory year. Teachers opting to not enroll in the Sick Leave Bank during the open enrollment period shall be denied membership to the bank for the duration of that school year.
 - 4. In the establishment of the Sick Leave Bank, each employee that agrees to take part in the Sick Leave Bank will donate one (1) day as described in section C of this article. The Sick Leave Bank shall not exceed three hundred (300) days. First year teachers may join with two (2) days regardless of accumulated days.
 - 5. A member will donate one (1) day of his/her sick leave to the bank only when the tabulation drops below two hundred (200) days. When the bank falls below the two hundred days (200), an additional day will be taken from all participating members at the start of the following year. No days will be deducted from any employee if the deduction of the days from any or all participating employees causes the maximum, outlined in Section D of this article, to be exceeded.
 - 6. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.

7. Upon depletion of a member's own accumulated sick leave, he/she must wait an additional ten (10) school days before drawing from the Sick Leave Bank. The ten (10) school days may be paid retroactively when or if the Sick Leave Bank Committee has authorized a grant.
8. Maximum withdrawal will not exceed ninety (90) days per person per year. When, and only when, the teacher is eligible for LTD, the total amount of days that may be withdrawn shall be no more than the number of days needed between the member's accumulated sick leave and the time period that is required before LTD takes effect.
9. A person who is on layoff or on a non-compensated leave of absence shall not be able to withdraw days from the Sick Leave Bank except as specified in section J of this article.
10. A member of the Sick Leave Bank on a non-compensable leave of absence due to reason of disability is eligible to apply for coverage by the bank and may use these non-compensable days to satisfy the waiting period of (10) days as mentioned in Section G of this article.
11. The Sick Leave Bank Committee will control the Sick Leave Bank and retroactive withdrawals. The committee shall consist of the President and Vice President of the Association, the Superintendent, and the employee's immediate supervisor. Granting of Sick Leave Bank withdrawal and retroactive pay shall be secret ballot with each member of the committee having exactly one (1) equal vote. Simple majority of the vote will rule.
12. The Sick Leave Bank Committee may request documentation verifying incapacity to perform his/her teaching responsibilities and his/her need to Sick Leave Bank withdrawal.
13. Any participating teacher who has used days from the Sick Leave Bank will not be required to pay back those days the first time he/she utilizes the Sick Leave Bank. Any participating teacher who has requested to withdraw days two (2) or more times will repay the number of days used by donating no less than three (3) of his/her accumulated sick leave. These three (3) days will apply toward repayment, plus one (1) additional day will be donated from his/her accumulated sick leave, which is needed for Sick Leave Bank participation. This one (1) day does not apply toward repayment of day(s) used. Donations will be at the start of the contract year until all withdrawn days are replaced. Teachers who use days from the Sick Leave Bank and do not continue participation will repay Sick Leave Bank days used by forfeiting seven (7) days of accumulated sick leave days per year until repayment equals the days withdrawn from the Sick Leave Bank.

ARTICLE IX – PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reasons of disciplinary or other action taken by the teacher against a student, the Board shall reimburse the teacher for the cost of legal counsel and defense if said teacher is acquitted of such charges against him/her, provided that the teacher's professional organization does not make such reimbursement.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against this teacher if said teacher is acquitted of the charges against him/her.
- E. The Board shall reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty for the school or on the school premises, provided that such

loss is not the fault of the teacher due to negligence, and provided that such loss is not covered by the owner's insurance or the school's insurance.

- F. Any complaints by a parent of a student directed toward a teacher shall be put in writing by the parent and called to the teacher's attention within five (5) school days or dropped.
- G. Teachers shall be expected to exercise reasonable care with respect to the safety of the 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.
- H. The official personnel file for each teacher shall be maintained in the central school office. Any material shall be brought to the attention of the teacher before being placed in his/her file. If the teacher disagrees with the material, he/she shall have the right to file a written response within ten (10) days and such response shall be filed in his/her personnel file.
- I. A teacher shall have the right by appointment to review the contents of all records, excluding initial references, of the District pertaining to said teacher, originating after initial employment, and to have a representative of the Association present during such review.
- J. The teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof outside of school hours shall be grounds for any discipline or discrimination with respect to the professional employment of the teacher.
- K. FOIA (Freedom of Information Act) - All items placed into files that can be accessed through FOIA must be initialized by the teacher prior to being placed in the file. When a person, other than the employee(s) given direct responsibility of managing the files, asks to see an employee's file, the employee whose files are being requested will be notified immediately and the maximum time permitted by law will be taken before files are shown or turned over unless the teacher whose files are being requested waives this action upon notification.

ARTICLE X – JUST CAUSE

- A. No teacher shall be reprimanded, disciplined, or discharged without just cause. However, the following matters shall not be subject to the grievance procedure.
 - 1. Matters for which there is recourse through the Tenure Commission.
 - 2. Evaluations. However, discipline resulting from evaluations shall be grievable subject to the above restrictions.
- B. The removal of or failure to reappoint any employee to any extra-curricular position shall be grievable up to, but not including, arbitration.

ARTICLE XI – TEACHER EVALUATION

- A. Probationary teachers will receive two (2) evaluations annually. The first will take place before December 15th. The second will take place prior to March 20th.
- B. All tenured teachers shall be evaluated a minimum of once annually.
- C. Each evaluation shall include those areas that need improvement and recommendations to meet those improvements.
- D. All monitoring or observation of the work of a teacher shall be conducted openly and with knowledge of the teacher. The use of eavesdropping, closed circuit television, public address, or audio systems and similar surveillance devices shall be strictly prohibited.
- E. An observation of the teacher shall be for not less than one (1) class period or the duration of a particular teaching unit. After consultation with the teacher to be observed, the administrator may use the expertise of the teacher's peers in observation and evaluation.
- F. The evaluating administrator shall prepare and submit a written report and recommendations to the teacher within ten (10) school days of the observation.

- G. The administrator shall hold a post-observation conference with the teacher for the purpose of clarifying the written report and recommendations. Such a conference shall be held within ten (10) school days of submission of the written report to the teacher.
- H. A teacher who disagrees with an observation or recommendation may submit a written answer within five (5) school days of the post observation conference that shall be attached to the file copy of the observation file. Teacher's signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE XII – NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings. Items for a given meeting shall be limited to an agenda proposed in advance.
- B. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XIII – PROFESSIONAL GRIEVANCE PROCEDURE

- A. Grievance shall be defined as an alleged violation, by a teacher or the Association, of any specific term of this Agreement, misinterpretation or misapplication of any provision of this Agreement, or the unfair application of any policy or regulation of the Board directly related to teaching terms and conditions. (This is not to be interpreted to mean the Board cannot change policy as long as such policy does not violate the terms of this contract.)
- B. Reference to “days” in the procedure shall mean school days except when school is not in session due to summer recess. During that period “days” shall refer to weekdays, excluding holidays.
- C. It is mutually agreed that all grievances, disputes, or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slowdown, walk-outs or any other cessation of work through the use of any method of lockout or legal proceedings.
- D. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Board and the Association.
- E. STEP I. A conference between the aggrieved employee, the Association representatives, or both, and the building administrator in charge will be held within five (5) days of the alleged grievance. In the event that such conference fails to settle the differences, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Association within five (5) days of the informal grievance conference and proceed to Step II. Written grievances required herein shall contain the following:
 1. It shall be signed by the grievant or grievants or Association.
 2. It shall contain a synopsis of the facts giving rise to the alleged violation.
 3. It shall cite the section or subsection of this contract alleged to have been violated.

4. It shall contain the date of the alleged violation.

5. It shall specify the relief requested.

F. STEP II. A hearing between the grievant and/or the Association and the Superintendent or his/her designated agent shall be held within ten (10) days and a decision shall be rendered in seven (7) days after the hearing.

G. STEP III. In the event the previous step fails to settle the complaint, the grievant and/or Association shall appeal the same within five (5) days to the Board of Education by filing such written grievance, along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled meeting.

Upon proper application as specified, the Board shall allow the teacher, and/or his/her Association representative, an opportunity to be heard at the regularly scheduled meeting for which the grievance was scheduled. The Board may hold future hearings therein or otherwise investigate the grievance for a period of ten (10) days, or by written mutual consent for a longer period of time. Within ten (10) days of the final hearing, the Board shall render its decision in writing, except with the express written consent of the Association, shall the final determination be longer than ten (10) days from the final hearing.

H. STEP IV. If the Association and/or grievant is not satisfied with the disposition of the grievance at Step III, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.

Neither party may raise a new defense or ground at Step IV not previously raised or disclosed at other written steps.

I. This arbitrator shall have no power to add to, subtract from, or modify this Agreement, or to declare any provisions of this Agreement illegal.

J. Arbitration costs shall be shared equally by both parties.

K. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

L. Tenure Grievance. If any teacher has a complaint regarding any condition of employment covered by the Michigan Teacher Tenure Act, such complaint or grievance shall be dealt with exclusively through the provisions of said Act and the established procedure thereof. Tenure grievances are not subject to the grievance procedure.

ARTICLE XIV – MISCELLANEOUS PROVISIONS

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they shall call as early as possible, but no later than 6:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. This Agreement shall supersede any rules, regulations, or practices of the Board that 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 individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. If any provision of this Agreement or any application of the agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed not

valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Teachers at Step Fourteen (14) shall be placed on Longevity Step A and paid as follows:

	I	II	III
2009-2010	\$57,150	\$58,305	\$60,045
2010-2011	\$57,722	\$58,888	\$60,645

Teachers at Step Eighteen (18) shall be placed on Longevity Step B and paid as follows:

	I	II	III
2009-2010	\$58,852	\$60,045	\$61,831
2010-2011	\$59,441	\$60,645	\$62,449

Longevity steps shall receive the same adjustments applied to Schedule A.

E. Any teacher who resigns with an effective resignation date of three (3) school years or less, and who has at least twenty (20) years of active service, will be placed on the Mentoring Level at the time his/her resignation is accepted by the Board. Placement on Mentoring Level shall not exceed a maximum of three (3) years. Mentoring Level shall be computed by adding \$5,302 in 2009-2010 and \$5,355 in 2010-2011 per year to Longevity Step B. Any teacher electing a retirement buy-in option shall not be eligible for this provision. A teacher is not eligible to receive Mentoring Level if they work over thirty (30) years. Mentoring Level may be applied in year twenty-nine (29) for two (2) years of benefit or year thirty (30) for one (1) year of benefit. A teacher may not receive retroactive Mentoring Level pay. It is beneficial to apply for Mentoring Level early in the year, for taxing purposes. A teacher may not rescind the Mentoring Level agreement.

F. Universal Buy-in Retirement Incentive

The Pine River Area Schools will buy three years of service credit from the Michigan Public School Retirement System under the following circumstances:

Any employee who notifies the school district by April 1 each year of the contract, of his/her retirement from the school district as of July 31 that year shall be eligible for this benefit. The payment for service will be made by June 30 each year to Michigan Public School Retirement System. (The Board will set into place the guidelines needed to make this a non-taxable program for the employee.)

1. A teacher must have more than twenty (20) years of active service at the Pine River Area Schools in a K-12 setting as an educator, but not more than thirty (30) years.
2. The teacher must be qualified to purchase universal years of service according to MPSERS rules.
3. Employees may not take a cash option in lieu of universal retirement credit purchase.
4. The teacher's resignation must be accepted and the option must be approved by the Board of Education.
5. The Association will hold the District harmless and indemnify the District for all damages, attorney fees and costs if this retirement purchase provision is subject to litigation or legal challenge.

"Retirement" as used in this provision shall mean severance of employment with the district; verification of an application of the teacher to MPSERS for retirement benefits from said Retirement

System; and verification from MPSERS that the employee is eligible and has applied for retirement benefits.

This incentive is intended as a voluntary retirement option for those eligible to receive benefits under the Michigan Public School Retirement Program.

If any provision of this article is found to be contrary to law the parties will meet to reach an acceptable agreement under the law, however, all other provisions will remain in effect.

Any teacher electing this option will not be allowed to move into Mentoring Level in Article XIV, E.

ARTICLE XV – INSURANCE

A. The Board shall provide MESSA - PAK protection for a full twelve (12) month period. All employees shall enroll in either MESSA - PAK Plan A or MESSA - PAK Plan B.

1. MESSA - PAK Plan A includes:

- a. Choices II Health Insurance
IN Deductible: \$100/\$200
OON Deductible: \$250/\$500
OV/UC/ER Copay: \$5/\$10/\$25
Rx Drug Copay: \$10/\$20
Preventive Care and Adult Immunization Rider included
- b. Delta Dental with coordination of benefits
80/80/80 \$1000 Annual Max
Two (2) Cleanings and Sealants
Orthodontics: 80% Lifetime Max \$1300 for children up to age 19
- c. Vision - VSP-2 Silver
- d. Long Term Disability
60%/\$5000 maximum per month
90 calendar days modified fill
Freeze on offsets
Alcohol/drug addiction 2-year limit
Mental/nervous 2-year limit
- e. Negotiated Life and AD&D Insurance
\$45,000 each and waiver of premium

2. MESSA - PAK Plan B is comprised of Plan A Portions (b.), (d.), and (e.). The Vision plan changes as follows:

Vision – VSP-3 Gold

Health plan specifications shall not include coverage for abortion services, which the Board is prohibited from funding under Section 166d of the 1997-1998 State School Aid Act or its successor provision.

Additional non-taxable options may be purchased up to 25% of full family MESSA PAK A or an equal amount put into a Tax Deferred Annuity. (An employee may contribute additional money to his/her annuity.) The Board shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Service code.

Members electing an annuity shall do so through a salary reduction agreement. The program will become effective on January 1, 1996, or a date determined by the underwriting guidelines of the plan, but in not more than ninety (90) calendar days, following the District having adopted the appropriate resolution and the parties having ratified this Master Agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

All costs to implement and administer the Section 125 plan shall be borne by the Board.

If insurance costs increase from the 2009-2010 school year to the 2010-2011 school year by an amount greater than or equal to 3%, but less than 6%, then the Members will contribute monthly, pre-tax, to offset this increased cost. If insurance costs increase by an amount greater than or equal to 6%, then the insurance portion of this agreement will be reopened for negotiation.

To compensate for the increased costs borne by the Members due to increased co-payments, the Board will pay to all Members a one-time reimbursement in the amount of \$650 during the first pay scheduled in January 2010.

- B. It is expressly understood that where the District employs both husband and wife, no duplicate health insurance shall be issued, it being the intent of the Board to provide only the insurance coverage for the entire family within the above program. For married couples employed by the School District, either the husband or the wife must select Plan B specified in Section A above.
- C. A single payroll deduction shall be available for any or all additional MESSA or MEA programs.
- D. MESSA Negotiated Term Life Insurance benefits shall be paid to the employee's designated beneficiary.
- E. The Board or its designee will sign an Employer Participation Agreement for this program.

ARTICLE XVI – REDUCTION IN PERSONNEL

- A. Seniority: New employees hired into the Unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term “seniority” as hereinafter used shall be length of continuous service with the Pine River Area Schools.

Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

- C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in Pine River Area Schools.
- D. The Board of Education shall prepare a seniority list by classification based on continuous service in the Pine River Area Schools and transmit a copy of the same to the Association on or before the first day of October of each year of this contract.
- E. Necessary Reduction of Personnel - LAYOFF: The parties hereto, realizing that education, curriculum, and staff to a large degree depend upon the economic facilities available to the Board of Education and provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum, and staff when funds are not available hereby agree as follows:
 1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates. Every effort will be made to inform affect teachers of a potential lay-off as early as possible.
 2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure shall be used. In the event that a layoff must take place, a higher seniority teacher may make a written request to be identified to receive the layoff notice rather than the lowest seniority teacher. The final decision will be determined by the Board of Education.

- a. Probationary employees shall be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified to perform the services of the probationary teacher.
 - b. In the event seniority teachers must be laid off, layoff shall be on the basis of seniority. In case of equal seniority, layoffs shall be determined on the basis of knowledge, skill, experience, and efficiency on the job as determined by the principal's recommendation. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance.
 - c. The Board agrees to indemnify and save the Association, including each individual member, harmless against all claims and liability that may arise out of or by reason of action by the Board for the purpose of compliance with this Article.
- F. Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified.
- G. The recall list shall be maintained by the Board. If a teacher is recalled, he/she shall respond within thirty (30) days. Failure to respond shall forfeit his/her right to recall.

ARTICLE XVII – AGENCY SHOP

- A. Each Bargaining Unit Member shall, as a condition of employment,
- 1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association/Union, or
 - 2. Pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy.

The Service Fee shall not exceed the amount of Association dues collected from Association Members. The Bargaining Unit Member may authorize payroll deduction for such fee.

In the event that the Bargaining Unit Member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the Bargaining Unit Member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each Bargaining Unit Member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

- B. On or before the opening day of school, the Association shall deliver to the Superintendent a written signed statement indicating the proportionate share of the cost of negotiating and administering this contract.
- C. The Association agrees to hold the Board harmless for any and all costs, fees, charges, back pay awards, or liability arising out of enforcement of this Article. Any such costs that may arise shall be paid by the Association directly to the proper party and at no time shall the Board be required to pay any money to any party or individual as a result of this Article.
- D. The provisions of Article I, Section C, shall apply to representation fee where the Board receives a written authorization card.

ARTICLE XVIII – MILEAGE/CARTAGE ALLOWANCE

- A. Each itinerant teacher shall have an assigned beginning school for each day. Travel between the assigned school and other school shall be reimbursed. A daily record will be maintained and must be submitted monthly for reimbursement to the business office.
- B. All mileage will be reimbursed at the approved current rate set by the IRS.

ARTICLE XIX – SCHOOL IMPROVEMENT/SITE-BASED DECISION-MAKING

The Board and the Association recognize that employees at individual schools are given increased responsibility pursuant to planning and problem solving which focus on improving quality and delivery of educational services.

- A. A Building Site-Based decision making committee of volunteers will be established for the purpose of school improvement planning.

This committee will submit all plans to the Board of Education for approval.

- B. If any aspect of a site-based decision-making plan is contrary to the terms of the collective bargaining agreement, said aspect will not be implemented unless the SDC obtains a waiver from the Association. Said waiver must be in writing and must specify the contractual provision waived, the nature and duration of the waiver, and the employees affected by the waiver. The waiver will be considered an addendum to the collective bargaining agreement, and any dispute as to its interpretation or application will constitute a grievance within the meaning of said agreement. No such waiver shall be precedent setting nor shall it extend beyond the life of this agreement.
- C. Except to the extent waived above, the collective bargaining agreement will remain in full force and effect and have full application to the employees who are affected by the site-based decision-making arrangement.
- D. No employee will be excluded from the bargaining unit as a supervisory or managerial employee within the meaning of the Labor Relations Act by reason of his/her participation in a site-based decision-making arrangement.
- E. The Board reserves the exclusive right to reject a proposed plan, and to reject a request for renewal or extension of a plan.

In those instances where a proposed plan is rejected or not renewed, the Board will identify the reasons. It is expressly understood that the Board's decision to reject a proposal or not to renew/extend a plan is not subject to the grievance procedure detailed in Article XIII.

- F. Participation in site-based decision-making necessitates work beyond the regular workday. Participants will be compensated according to Schedule B.

ARTICLE XX – LEAST RESTRICTIVE ENVIRONMENT

- A. Local District Planning

Upon signing of this agreement, the Board shall immediately meet with the Association and fully advise it regarding the history and status of all current or prospective planning activities relating to the implementation of the least restrictive environment (LRE) concept throughout the Wexford-Missaukee Intermediate School District and the Pine River District, or any portion thereof. Whether such planning has commenced or not, from the signing of this agreement forward, whenever such planning activities occur, the Board shall assure that the Association shall be a full participant in any planning process involving the district, as well as in the formulation and presentation of the Board's position as a part of any such planning activities involving the Intermediate School District.

In cases where plans are completed without initial Association participation and are already in the process of implementation, the Association shall be provided the opportunity to review and recommend modification.

- B. IEPC/MET Participation

Whenever it is known in advance that a bargaining unit member will be providing instructional or other services to a handicapped student in a regular education classroom setting he/she shall be invited, in writing, to participate in the individual educational planning committee (IEPC) that may initially place (or continue the placement of) the student in a regular education classroom. Unless directed to attend by Employer, the member may choose not to do so.

C. IEPC Training/Information

Prior to the start of the 1994-1995 school year specific in-service training for all staff shall be provided in at least the following:

1. The multi-disciplinary evaluation team (MET) and individual educational planning committee (IEPC) processes and the role and responsibilities of the member and other participants in the IEPC;
2. The special education program and related service options, including curriculums, (whether currently available within the district or not) which might address the individual needs of any handicapped student which would be the subject of an IEPC in which the member would be directed to participate;
3. Michigan Department of Education's "Policy regarding Least Restrictive Environment," dated January 10, 1984, its meaning, application and implementation, particularly the "thirteen step process."

Thereafter such training shall be provided for only new staff or experienced staff upon request except as changes in law or regulation make further in-service advisable for all staff.

D. Support for Regular Educational Personnel

The parties recognize the extent to which a handicapped student can participate in regular education programs and services and whether such participation can be achieved satisfactorily will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the handicapped student.

Accordingly, in order to assure that the handicapped student will be allowed to participate in regular education programs and services to the maximum extent appropriate, no bargaining unit member teaching a regular education class shall be required to accept a handicapped student within the class unless:

1. The student's IEPC specifies and provides for immediate availability of all supplementary aids, support personnel and other related services deemed necessary by the teacher to satisfactorily achieve educating the student in the regular education class;
2. The Board has previously provided in-service training to the teacher regarding the instruction and behavioral management of handicapped students in the regular education classroom setting, including the differing approaches, problems and techniques to be utilized with varying handicapping conditions;
3. If the teacher has cause to believe that the handicapped student's participation in the regular education class significantly disrupts or has a negative impact on the educational process for the handicapped student or other students in the class, the teacher may invoke the review process outlined in Part 4 of this section.

4. Review Process

When problems arise as a result of the bargaining unit member's attempt to implement the least restrictive environment mandate, the member will discuss these problems with appropriate personnel at the building level in the interest of resolving them. In the event such problems remain unresolved following discussions at the building level such problems shall be referred to the LRE Review Committee.

5. LRE Review Committee

An LRE Review Committee is hereby established. The Committee shall be empowered to receive, review and respond to requests of any bargaining unit member regarding assistance desired in resolving problems arising out of the member's attempt to implement the least restrictive mandate.

The Committee shall be composed of an equal number of representatives of the Association and the district. The Committee shall not exceed 8 members.

If a majority of the LRE Committee is unable to agree upon a solution to the problem(s) at the request of either party the issue shall be submitted to a neutral third party agreed to by the parties for review.

ARTICLE XXI – MEDICALLY FRAGILE STUDENTS

No bargaining unit member, except an employee hired for this purpose, shall be required to provide custodial care or health services or any act or function constituting the practice of medicine. The teacher shall be informed and instructed as to emergency measures that may be necessary because of the student's condition.

SCHEDULE A – SALARY SCHEDULE

2009-2010 Salary

Step	BA I	BA + 15 II	MA III
1	34,258	34,941	35,967
2	36,284	37,011	38,103
3	38,317	39,080	40,237
4	40,344	41,149	42,371
5	42,370	43,226	44,508
6	44,401	45,296	46,646
7	46,433	47,363	48,784
8	48,463	49,440	50,920
9	50,491	51,509	53,056
10	52,519	53,578	55,172

2010-2011 Salary

Step	BA I	BA + 15 II	MA III
1	34,601	35,290	36,327
2	36,647	37,381	38,484
3	38,700	39,471	40,639
4	40,747	41,560	42,795
5	42,794	43,658	44,953
6	44,845	45,749	47,112
7	46,897	47,837	49,272
8	48,948	49,934	51,429
9	50,996	52,024	53,587
10	53,044	54,114	55,724

- ** \$1000 Additional for successful completion of M.A. or M.S. Degree – each year
- *** \$1000 Additional for completion of E.D.S. – Educational Specialist Degree – each year
- **** \$1000 Additional will be added each year to salary step seventeen (17) following twenty-one (21) years of service

- A. Placement on the salary schedule shall be determined by:
 1. Class I - Hold valid certificate pursuant to the provisions of the Education Law.
 2. Class II - Have completed fifteen (15) semester hours of approved study beyond the Bachelor's degree.
 3. Class III - Have completed a Master's degree of approved study.

It is the opinion of the Administration and the Board of Education, a teacher having passed successfully thirty-three (33) semester hours beyond the Bachelor's Degree and who has taken subjects in the field of education or related to their field of teaching may be considered to have a Master's Degree equivalent and there by compensated at the same rate as the holder of a Master's Degree. It will be the responsibility of the Superintendent to audit the credits provided by the PREA member to ensure the aforementioned conditions exist.
- B. The Maximum transferable years of experience shall be unlimited.
- C. No teacher shall advance more than one (1) step per school year on the salary schedule, except to comply with Article IV, Section D.

- D. The Board agrees to pay the percent of salary for retirement as mandated to the State of Michigan Public School Employees Retirement Fund.
- E. All teachers in the Pine River Area Schools must meet a professional increment requirement. Teachers on the Bachelors degree scale must show evidence of having earned eight (8) semester hours on or before the beginning of the fourth (4th) step. Evidence of completion of credit must be presented to the Superintendent prior to the attainment of the step herein mentioned. Credit earned for salary consideration must be taken at a college or university and be applicable to certification requirements.

SCHEDULE B – EXTRA CURRICULAR DUTIES AND REIMBURSEMENTS

A. Conferences

All teachers who attend conferences/trainings during non-contracted days are eligible to be paid a stipend under the following guidelines:

1. Conferences/trainings lasting less than two (2) hours will be paid a minimum of \$42.58 for 2009-2010 and \$43.00 for 2010-2011.
2. Conferences/trainings lasting greater than two (2) hours but less than six (6) hours will be paid at the hourly rate of \$21.29 for 2009-2010 and \$21.50 for 2010-2011.
3. Conferences/trainings lasting one (1) or two (2) days will be paid at the daily rate of \$125 for 2009-2010 and \$126.50 for 2010-2011.
4. Conferences/trainings lasting longer than two (2) days must be pre-approved by the Superintendent.
5. Teachers applying for college credit are not eligible.
6. Teachers already receiving a stipend for conference/training are not eligible.

B. The following shall be the only extra-curricular activities for which reimbursement will be allowed. This schedule shall be based on step, allowing one (1) step on the BA Schedule for each year of experience in the Pine River Area Schools in a particular activity up to and including the tenth (10) step of the BA salary schedule. A “particular activity” shall be defined to include movement from one level to another and/or one gender to another. For example, NJHS and NHS are both Honor Society activities and girl’s and boy’s basketball are considered basketball activities. It is understood that all schedule B positions need not be filled each year.

SPORT OR ACTIVITY	% PAID
Head Football.....	12%
Assistant Football (3).....	10%
Head Soccer	10%
JV Soccer.....	8%
Head Basketball - Boys and Girls.....	12%
JV Basketball.....	10%
Freshman Basketball.....	7%
Eighth Grade Basketball*	5%
Seventh Grade Basketball*	5%
*(Second team coached by one individual –1.5% of coach's Schedule B pay)	
Middle School Football	5% - (4 positions)
Track Coach - Boys and Girls.....	10% - (2 positions)
Assistant Track.....	8% - (2 positions)
Middle School Track	5%
Cross Country.....	10%
Middle School Cross Country.....	3%
Baseball	10%

JV Baseball.....	8%	
Softball	10%	
JV Softball	8%	
Wrestling.....	10%	
JV Wrestling.....	8%	
Middle School Wrestling.....	3%	
Volleyball.....	10%	
JV Volleyball	8%	
9th Grade Volleyball	5%	
Middle School Volleyball	5%	- (2 positions)
High School Cheerleaders per Fall and Winter Sports	10%	
Middle School Cheerleaders	5%	
Band 6-12	13%	
Marching Band Assistant	4%	
Choir.....	2%	
Elementary Music	2%	
Drama.....	2.5%	per person, per Play, up to 2 (5% per person)
High School Yearbook.....	4%	
Middle School Yearbook	3%	
National Honor Society.....	3%	
National Junior Honor Society	2%	
Foreign Language Club	2%	
Forensics/Debate.....	5%	
D.I. Director	4%	
D.I. Coaches (per team)	4%	
Department Heads.....	3%	
Class Advisors (9th and 10th grade)	2%	per grade
Class Advisors (11th and 12th)	4%	per grade
High School Student Council.....	3%	
Middle School Student Council.....	2%	
NCA/School Improvement Chairperson	3%	one per building
Care Team	2%	
Summer School		Hourly rate for BA base
Classroom Driver's Education		Hourly rate for BA base
Mentor/Mentee Director	3%	
Mentor/Mentee Coordinator		Sub rate or comp time in Article V, D.1
MME tutoring and testing.....		Sub rate or comp time in Article V, D.1

All elementary and Middle School teachers are eligible for up to seven (7) hours of compensatory pay for after school functions. One (1) hour of pay for each function. This is at the administrator's pre-approved discretion.

An Athletic program may add personnel by dividing total current coaching percents among all perspective coaches. Pre-approval is required, submitted to PREA Executive Board, prior to the first scheduled event for that sport. A Letter of Agreement signed by the Athletic Director, Superintendent, and PREA President signifies approval. Please note this does not add money to any sport. Also, the percentages may not be increased by dividing current monies among fewer coaches.

Teachers attending fifth grade camp who are in a supervisory position will receive a \$125 stipend.

- C. Other Reimbursements
 - 1. One-half (50%) of the tuition of any classes that are required to hold a current teacher certification or obtain a new area of teacher certification will be reimbursed when proof of passing is provided to the Board. Classes must be pre-approved by the superintendent and taken at an accredited college or university.
 - 2. Reimbursement for meetings beyond the contractual day in excess of four (4) hours per month will be the same as substitution pay for conference hour time described in Article V, Section D.1.
- D. The Board and the Association believe that the Schedule B pay in this Agreement meets all requirements of Title IX.

SCHEDULE C – SCHOOL CALENDAR

**Pine River Area Schools
School Calendar
2009-2010**

First Teacher Day – Meetings	August 31st
Parent/Student Open House Orientation – All Schools	September 1st
Professional Development Day – District-Wide	September 2nd
School Begins – Full day for Students	September 8th
Parent-Teacher Conferences – No School for Students Time: 12:00 p.m. to 8:00 p.m. (All buildings)	October 7th
In-service Day – No school for Students	November 2nd
Thanksgiving Break – No school	November 26th & 27th
Christmas break begins after school	December 23rd
School resumes	January 4th
Middle/High school exams – Full day for Students	Week of Jan. 18th
End of 1st semester – Full day for Students	January 22nd
In-service day – No school for Students	February 12th
President’s day – No school	February 15th
Elementary spring conferences	March 3rd
Spring break begins after school (Good Friday is during spring break)	March 26th
School resumes	April 5th
Memorial Day – No school	May 31st
Last Student day – Half Day for Students	June 9th

Remaining make-up hours in excess of State Law will be made up after the last full student day. Exams and records will be moved back accordingly.

Additional Teacher Days

One Teacher Work Day	Before September 1st (Open House)
Beginning of school year – School Open House	Equivalent of 0.5 work day in evening
Fall Parent-Teacher Conferences	Equivalent of 1 day
Week of Jan. 18th – (MS/HS Teachers only)	0.5 day equivalent for exams in evening
March 3rd – (Elem. Teachers only)	0.5 day in evening for spring conferences
Last Day – June 9th (All day)	0.5 day equivalent on your own for end of year duties

Student days = 177.5

Teacher days = 186 (5 professional development days and 3.5 additional teacher days)

SCHEDULE D – BUILDING SCHEDULES

<u>Building</u>	<u>Staff in Room</u>	<u>Class Starts</u>	<u>Day Ends</u>	<u>Staff Leaves</u>
LeRoy	7:45 a.m.	8:00 a.m.	2:55 p.m.	3:00 p.m.
Luther	7:20 a.m.	7:35 a.m.	2:30 p.m.	2:35 p.m.
Tustin	7:45 a.m.	8:00 a.m.	2:55 p.m.	3:00 p.m.
MS/HS	8:05 a.m.	8:15 a.m.	3:14 p.m.	3:20 p.m.

ARTICLE XXII – DURATION OF AGREEMENT

A. This Agreement shall be effective as of January 1, 2010, and shall continue in effect until August 31, 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

PINE RIVER AREA SCHOOLS

PINE RIVER EDUCATION

BOARD OF EDUCATION

ASSOCIATION

By: _____

By: _____

President

President

By: _____

By: _____

Secretary

Secretary