

**MASTER CONTRACT**

**PINE RIVER AREA SCHOOLS**

**AND**

**PINE RIVER EDUCATION ASSOCIATION**

**MEA/NEA**

**2014-2016**

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**MASTER CONTRACT**  
**PINE RIVER AREA SCHOOLS**  
**2014-2016**

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.”

Statement of Non Discrimination: It is in the policy of Pine River Area Schools that no person shall be unlawfully excluded from participation, be denied the benefits of, or otherwise subjected to discrimination in employment or educational policies and programs because of race, religion, color, national origin, age, sex, marital status or handicap.

**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 school social workers, but excluding supervisory, executive and/or administrative personnel. The term “teacher”, when used hereinafter in this Agreement, shall refer to all currently certified State of Michigan 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. 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.

### **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 per the current State of Michigan minimum instructional days and in accordance with the official calendar. 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.
- D. When a teacher has completed two (2) semesters in the system he/she will advance one-half (0.5) of a step on the salary schedule in accordance with Schedule A. Half steps will be paid the average of the two whole steps they are between.
- 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 2014-2015 school year is August 29, 2014. The first pay of the 2015-16 school year is August 28, 2015.

**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. All attempts shall be made to maintain a maximum class size: in the Elementary Grades kindergarten through third shall not exceed thirty (30) fourth through eighth shall not exceed thirty-two (32) and ninth through twelve shall not exceed thirty-four (34) students per teacher except in shop classes, which shall not exceed twenty-four (24) students per teacher. 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.
  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, and Elementary Specials teachers will receive \$3.35 per session 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.
- 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 \$21.50 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 school year. 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 if at all possible. 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 inasmuch as is possible.

- 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, nor shall it be used to leave a teacher's primary teaching position to fulfill the obligations of a secondary position contracted by an agency other than Pine River Area Schools.
- 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. 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.
- K. All elementary and secondary teachers shall attend school functions of their respective buildings, such as Open Houses, Parent-Teacher-Conferences, student activities for which they are responsible and student dances for which they have volunteered. Elementary teachers are expected to attend PTCG's. 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.
- L. 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.
- M. Teachers shall give account for school materials, equipment, and facilities assigned to them provided they have sole responsibility for their working area.
- N. 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.
- O. Every effort will be made by the administration to insure that facilities are maintained in a safe and healthy condition.
- P. 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 the responsibility of the administration.
- R. 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 telephone 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).
- S. Teachers will sign and adhere to the computer and network acceptable use policy. The contents of the policy are subject to collective bargaining and shall be included in this document as Appendix A.

#### **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.
1. Schedule B shall be handled in the same manner with the exception of Mentor teachers who shall be placed by the administration without posting.
  2. The high school class advisor positions shall be posted at the end of the school year for the upcoming school year. The High School Principal shall fill any positions that are still vacant at the beginning of the school year.

- B. Any teacher with proper certification and qualifications may apply for any vacancy. 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. 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.

#### **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. The administration reserves the right to ask for a doctor's note in the event of questionable use of leave time.
  1. Sick leave days may accumulate to one hundred thirty-five (135) days.
  2. After ten (10) continuous years of service, teachers retiring or leaving the School District shall be paid at fifty percent (50%) 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 frozen.



5. After ten (10) years of effective/highly effective service, 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. All 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. After ten (10) years of effective/highly effective service, 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 not more than two (2) sick and/or personal days during the school year will receive a five hundred dollar (\$500.00) stipend at the end of the year. Teachers using more than two (2) but not more than five (5) 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.

- R. Each teacher will be given one (1) Professional Day to attend a professional development opportunity for a paid position that they currently hold. Examples could include attending a teaching conference, a coaching clinic, or shadowing another teacher in district or outside of district. No sick days shall be deducted from the teacher. The burden to find funds to cover the expenses related to the professional development opportunity shall fall on the teacher.

#### **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 whenever possible or dropped, although it is recognized that the administration must follow legal procedures in the event of specific allegations.
- 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**

No tenured teacher shall be reprimanded, disciplined, or discharged for any reason that is arbitrary and capricious. Professional employees within the bargaining unit whose employment is not regulated by the teacher tenure act shall be disciplined with just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth, including arbitration.

### **ARTICLE XI – 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 Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

### **ARTICLE XII – PROFESSIONAL GRIEVANCE PROCEDURE**

- A. 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. Arbitration costs shall be shared equally by both parties.
- J. 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 is 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.
- K. 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 XIII – 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.

**ARTICLE XIV – INSURANCE**

- A. The Board shall provide Primary Health benefits through Cadillac Insurance Center (CIC), with Secondary benefits through a provider of the district's choice. This protection will be for the full duration of the Contract. All employees shall enroll in CIC Plan A, CIC Plan B, or Plan C.
1. The CIC Plan A benefit and contribution specifics are as follows:
    - a. IN Deductible: \$200/\$400  
 OV/Chiropractic/UC/ER Copay: \$15/\$15/\$20/\$100  
 Rx Drug Copay (30 day supply): \$5/\$40/\$80/20% of approved amount (\$150 Max)  
 Rx Drug Copay (90 day supply): \$10/\$80/\$160/Not available  
 Preventive Care and Adult Immunization Rider included  
 Teledoc
    - 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
    - f. The Board will contribute \$13,000 towards the cost of the plan. Employees will contribute the remaining cost. This amount will be provided by CIC.
  2. The CIC Plan B benefit and contribution specifics are as follows:
    - a. IN Deductible: \$1000/\$2000  
 OV/Chiropractic/UC/ER Copay: \$15/\$15/\$20/\$100  
 Rx Drug Copay (30 day supply): \$10/\$40/\$80/20% of approved amount (\$150 Max)  
 Rx Drug Copay (90 day supply): \$20/\$80/\$160/Not available  
 Preventive Care and Adult Immunization Rider included  
 Teledoc
    - b. Portions (b.) through (e.) from CIC Plan A are included in CIC Plan B.
    - c. The Board will contribute \$13,000 towards the cost of the plan. Employees will contribute the remaining cost. This amount will be provided by CIC.
  3. The Plan C benefit and contribution specifics are as follows:
    - a. Portions (b.) through (e.) from CIC Plan A are included in Plan C.
    - b. There is no employee contribution.
    - c. The Board will grant an annual stipend in the amount of \$3714 to any employee who elects to enroll in Plan C.
- B. All costs to implement and administer the Section 125 plan shall be borne by the Board.

- C. 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.
- D. It is expressly understood that when 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.
- E. A single payroll deduction shall be available for any or all additional insurance programs.
- F. Negotiated Term Life Insurance benefits shall be paid to the employee's designated beneficiary.
- G. The Board shall be the policy holder.

#### **ARTICLE XV – SENIORITY**

- 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. After reviewing and considering annual teacher evaluation ratings and scores, seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified within a two-year time frame from date of layoff.

#### **ARTICLE XVI – 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. This form must be submitted to the business office through the building or central office secretaries no later than the 15th day of the following month.
- B. All mileage will be reimbursed at the approved current rate set by the IRS.

#### **ARTICLE XVII – 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. Participants anticipating compensation according to Schedule B shall make their intentions known to the administration and may so be excused from the volunteer school improvement planning team for that month.

#### **ARTICLE XVIII – 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.

#### **ARTICLE XIX – 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**

**2014-2015 and 2015-2016 Salary**

<b>Step</b>	<b>BA I</b>	<b>BA + 15 II</b>	<b>MA III</b>
<b>1</b>	34,774	35,466	36,509
<b>2</b>	36,830	37,568	38,676
<b>3</b>	38,894	39,668	40,842
<b>4</b>	40,951	41,768	43,009
<b>5</b>	43,008	43,876	45,178
<b>6</b>	45,069	45,978	47,348
<b>7</b>	47,131	48,076	49,518
<b>8</b>	49,193	50,184	51,686
<b>9</b>	51,251	52,284	53,855
<b>10-13</b>	53,309	54,385	56,003
<b>14-17</b>	58,011	59,182	60,948
<b>18+</b>	59,738	60,948	62,761

- \*\* \$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 at Board discretion.
- C. No teacher shall advance more than one-half (0.5) of a 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 Bachelor’s 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

Teachers who request to attend a conference or training during non-contracted days must gain signature of approval of the superintendent through the building administrator in accordance with the school/district improvement plan and the Title IIA, professional development plan. All effort will be made to accommodate such requests. All teachers who attend conferences/trainings during non-contracted days are eligible to be reimbursed as follows:

1. Mileage at the current IRS rate.
2. Lodging costs as pre-approved.
3. Meals to be reimbursed adhering to the per diem maximum of forty dollars (\$40) per day for the employee’s food and non-alcoholic beverages only.
4. Teachers applying for college credit are not eligible.
5. 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 steps of the BA salary schedule according to the following scale: Year one receives step one, years two through four receives step two, years five through seven receives step three, years eight through ten receives step four, and years eleven and higher receives step five. 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 girls' and boys' basketball are considered basketball activities. It is understood that all schedule B positions need not be filled each year.

<b>SPORT OR ACTIVITY</b>	<b>% PAID</b>
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, up to two “directors,” 3.5% if one person directing, one approved play per grades 4-7 and 8-12 per year
High School Yearbook.....	4%
Middle School Yearbook .....	3%
National Honor Society.....	3%
National Junior Honor Society .....	2%
Foreign Language Club .....	2%
Forensics/Debate .....	5%
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% two per school (K-5, 6-12)
Summer School .....	Hourly rate \$25 per hour
Mentor/Mentee Director .....	3%
Mentor/Mentee Coordinator .....	Sub rate per Article V, D.1
MME tutoring and testing.....	Sub rate per Article V, D.1

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.

C. Other Reimbursements

1. One-half (50%) of the tuition of the first eighteen (18) credit hours as specifically required for the professional certificate 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  
2014-2015**

Professional Development Days – District-Wide	Aug 26 – 28
Parent/Student Open House Orientation – All Schools	August 26
School Begins – Full Day for Students	September 2
End of 1st Marking Period – Full Day for Students	October 31
Professional Development Day – No School for Students	November 3
Fall Parent-Teacher Conferences – Half Day for Students Time: 12:00 p.m. to 8:00 p.m. (All buildings)	November 13
Thanksgiving Break – No School	November 27 & 28
Christmas Break Begins After School	December 19
School Resumes	January 5
Martin Luther King, Jr. Day – No School for Students	January 19
Middle/High School Exams – Full Days for Students	Week of January 20
End of 1st Semester – Full Day for Students	January 23
Professional Development Day – No School for Students	February 13
President’s Day – No School	February 16
Spring Parent-Teacher Conferences – Full Day for Students Time: 5:00 p.m. to 8:00 p.m. (All buildings)	Week of March 16
End of 3rd Marking Period – Full Day for Students	April 2
Spring Break Begins After School	April 2
School Resumes	April 13
Memorial Day – No School	May 25
Last Student Day – Half Day for Students	June 4

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.

Student days = 175

Teacher days = 180 (5 professional development days)

**SCHEDULE D – BUILDING SCHEDULES**

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

## **APPENDIX A: COMPUTER AND NETWORK ACCEPTABLE USE POLICY**

### **Wexford-Missaukee ISD Service Area including:**

- Cadillac Area Public Schools
- Lake City Area Schools
- Manton Consolidated Schools
- Marion Public Schools
- McBain Rural Agricultural Schools
- Mesick Consolidated Schools
- Pine River Area Schools

All schools in the Wexford-Missaukee ISD Service Area, hereafter called the District, faculty and staff members are expected to read the district's policy and regulation on Employee Use of Technology and to cooperate fully with both as a condition of their employment in the District.

### **As a staff member in the Wexford-Missaukee ISD service area that plans to use district computer equipment and facilities, I understand:**

1. Anything I place on the district's email, computer network, Internet news boards, Internet relay chat rooms, other areas of the World Wide Web, or other technologies is representative of the school district and the school's district's image and reputation and is, at all times, subject to the requirements of the Freedom of Information Act (FOI).
2. The school's computers were purchased and the network was established for educational purposes and were not provided as a public access service or a public forum. All my use of district-provided technologies shall be for professional, not personal purposes and reasons.
3. It is my professional responsibility to acquaint myself with the operation of all required technologies, particularly the computer.
4. I will be given an individual account, which will require me to use the school's computers and the Internet.
5. Without my prior consent, the Board of Education, through its designee, may monitor my account, electronic files, and Internet access for appropriateness of the language and images I look at or use. The Board of Education, through its designee, will be judge of the value or appropriateness of my use of my account.
6. Without my prior consent, the Board of Education through its designee, may also find it necessary to look at any data or files of mine that exist on the district's system and to monitor the amount of system resources and storage space used by my files and data, in order to preserve the integrity or operational state of the network.
7. Without prior notification to system users, the Board of Education through its designee, reserves the right to remove any files on the system.
8. I may have to reimburse the school for any costs or damages that result from misuse or damage that occur while I am, or anyone else is, using my system or my account.
9. Any message created, sent, or retrieved via the Internet or email is the property of the school district and is public information subject to the Freedom of Information Act (FOI).
10. These policies apply to any email account if I use a school computer to access the account or if I am using a school system server from a remote site.
11. Depending on the nature and severity of any policy violation, the school administration may take disciplinary actions against me.
12. Demonstrated intent to violate policy will be considered the same as an actual policy violation. Demonstrated intent means evidence of actions, that if successful or if carried out as intended, would result in a policy violation.

### **To model the proper use of my account for students, I will:**

1. Keep my password confidential and change it at regular intervals as the system permits.
2. Immediately take appropriate action if I encounter any obscene, profane, lewd, vulgar, inflammatory, threatening, degrading, harassing, or dangerous words, phrases, messages, files, or images on the network, the Internet, or a screen.

3. Modify, change, or delete only my own data and files and create them only in my authorized directories unless given explicit written or verbal permission to modify another faculty or staff member's data or files or to create data or files in their directories.
4. Immediately report to appropriate personnel anything misused, broken or missing.
5. Include my real name in every email or other electronic message I send or forward.
6. Be polite and treat others with respect and courtesy when using email, chat rooms and other communication forums.
7. Get approval from my principal or supervisor for all work done on behalf of the school for publication on the Internet.
8. Follow all district policies and all laws regarding copyright and intellectual property.
9. Use only the first name to identify a student when I publish on the Internet.

**To model the proper use of my account for students, I will not:**

1. Allow another person to use my account.
2. Use my account for any illegal activity.
3. Use my account to offer or provide any product or service for commercial gain.
4. Use my account for non-school business or solicitation.
5. Look at another faculty or staff member's personal messages or files unless authorized.
6. Post on the Internet personal messages or files without the original author's consent.
7. Post on the Internet anonymous messages, send anonymous email, or use pen names.
8. Send or forward email chain letters or petitions.
9. Try to open, look at, or change the information that controls the school computer, the school's network, or any other network unless authorized to do so.
10. Make, use or show any obscene, profane, lewd, harassing, vulgar, inflammatory, threatening, degrading, or dangerous words, phrases, messages, files, or images.
11. Install or download any software onto a computer or the network unless authorized.
12. Use any program or enter any information that slows, disables, stops, or harms another program, a computer, or the network.
13. Store, execute, transmit programs or files that I do not legally own.
14. Store, execute, transmit programs or files that have no educational purpose.
15. Give any information beyond a first name and initial that specifically identifies or would allow one to determine the specific identity of a student in a picture, movie, or sound recording that I put on the Internet.
16. Misuse, break, or take any part of a computer or the network.

**As a responsible email account holder, I understand that:**

1. Nothing on the Internet is private, and that others can access my communications.
2. Email accounts and access may not be available when school is out of session (i.e. winter, spring, and summer breaks).

**To model proper use of my email account for student, I will:**

1. Include my real name in each message so that the reader knows who sent the message.
2. Limit the number of sent and stored messages to a reasonable level and delete messages older than three months.
3. Be polite, use appropriate language, and treat others with respect and courtesy.
4. Immediately notify the administration if I receive a threatening, harassing, or sexually solicitous email.

**To model proper use of my email account, I will not:**

1. Use or include any inappropriate, offensive, intimidation, threatening, harassing or threatening words, phrases, or images.
2. Send or forward chain letters, petitions, or other similar email.
3. Send repeated unwanted email to any person after they have asked me to stop doing so.



**Acceptable Use Agreement**

Appropriate use of computers and related technology shall always reflect professional honesty, ethical and moral responsibility and show restraint in the consumption of shared resources. Appropriate use of technology demonstrates respect for intellectual property, ownership of data, system security mechanisms, and for individuals’ right to privacy and rights to freedom from harassment, intimidation, and unwarranted annoyance. While efforts are in place to protect the system, the District makes no guarantee that the functions or the services provided by or through the District system will be error-free or without defect. The District is not responsible for any damages, including but not limited to, loss of data or interruptions of service. Because data enters from multiple sources, the District is not responsible for the accuracy or quality of the information obtained through or stored on the system. The District also is not responsible for financial obligations arising from the unauthorized use of the system, including the purchase of products or services.

I, \_\_\_\_\_ (first and last name), have read and understand the Acceptable Use Policy for the Wexford-Missaukee ISD service area. I understand that I will be subject to disciplinary action and/or prosecution if I violate any of the terms of the Faculty and Staff Computer and Network Acceptable Use Policy.

I understand that computer usage is a privilege, not a right, and agree to comply with this Policy.

\_\_\_\_\_  
 Printed Building Location

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**Compliance with the Children’s Internet Protection Act**

All Wexford-Missaukee Schools have implemented technology protection measures which block/filter Internet access to visual displays that are obscene, child pornography or harmful to minors. We utilize software and/or hardware to monitor the online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. Nevertheless, parents/guardians are advised that a determined user may be able to gain access to services on the Internet that our schools have not authorized for educational purposes. In fact, it is impossible to guarantee students will not gain access through the Internet to objectionable or controversial material. Parents/guardians assume risk by consenting to allow their child to participate in the use of the Internet. Parents/guardians of minors are responsible for setting and conveying the standards that their children should follow when using the Internet. Schools in the Wexford-Missaukee ISD service area support and respects each family’s right to decide whether to apply for independent student access to the Internet.

Additional information or copies of this policy are available at: <http://www.wmisd.org/AUP>

**ARTICLE XX – DURATION OF AGREEMENT**

A. This Agreement shall be effective as of September 1, 2014, and shall continue in effect until August 31, 2016. 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