

8/31/93

PENTWATER PUBLIC SCHOOL
BOARD OF EDUCATION

and

PENTWATER EDUCATION ASSOCIATION

MASTER AGREEMENT

1989-90

1990-91

1991-92

1992-93

Pentwater Public Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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PREAMBLE

This Agreement entered into by and between the Pentwater Public School District Board of Education, hereinafter referred to as the "Board; and the Pentwater Education Association, hereinafter referred to as the "Association" witnesseth.

Whereas, the Pentwater School District is administered by its duly elected Board of Education having certain legal duties and obligations prescribed by law; and,

Whereas, the Pentwater Education Association is the organization recognized to represent the teaching staff of said District; and,

Whereas, by law the District and the Association are empowered to bargain with regard to terms and conditions of employment;

Now, therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified, regularly employed personnel actively engaged in teaching. This shall include a teacher holding a valid teaching certificate issued by the State Board of Education as provided by law who is regularly employed during the school year as a classroom teacher, special education teacher, or librarian, but shall exclude substitute teachers, superintendent, principal, head teacher-administrator, administrator-counselor, and all other non-teaching staff of the school district.

The term teacher when used in this Agreement shall refer to all employees represented by the Association in the Bargaining Unit defined above.

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

The District and Association agree:

- A. To recognize the rights of each teacher actively engaged in teaching to be a member of the "Association" and shall in no way discriminate for or against any member for any lawful activity for or on behalf of said Association.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- C. This Agreement shall be part of each teaching contract for each teacher. The board shall not adopt any policies inconsistent with the provisions of this contract.
- D. The teacher contracts associated with this Agreement shall be completed by the administration and supplied to the individual teachers within thirty (30) days of the witnessing of this Agreement.

ARTICLE III

BOARD RIGHTS

The District and Association mutually agree:

- A. To recognize and not interfere with any powers, rights, duties, obligations or authority imposed by law upon the District or its Board of Education, including without intent to limit the foregoing right:
 - 1. Of management and control of the assets of the District.
 - 2. To hire, determine qualifications, dismiss, demote, promote, transfer, discipline all employees subject to applicable law and the terms of this Agreement.
 - 3. To establish grades and courses of instruction; special programs; athletic, recreational and social programs for students; adult education programs.
 - 4. To approve means and courses of instruction, selection of textbooks and teaching materials, teaching aids of every kind and nature provided that, the Board will consult with the Association on the selection of textbooks, teaching materials, and teaching aids.
 - 5. To determine class schedules and the duties, responsibilities and assignment of teachers.

- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, judgement, and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV

DUES DEDUCTION AND AGENCY SHOP

- A. Any teacher who is a member of the Association, or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments, and Contributions in the Association including the MEA and NEA. Such authorization shall continue in effect from year to year unless revoked in writing by the teacher prior to September 1 of each year. Pursuant to such authorization, the Board shall deduct one-twentieth ($1/20$) of such dues, assessments, and contributions from the first twenty (20) consecutive salary checks of the teacher beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have such dues reduced by one-tenth ($1/10$) of the yearly dues for each month not worked, except where failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided in this Agreement. Dues monies deducted by the Board will be promptly transmitted to the Association.
- B. Upon appropriate written authorization from the teacher, the Board will deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Board and Association.
- C. Sections A and B of this Article shall be effective retroactively to the initial date of this Agreement and all sums payable hereunder shall be determined from said date.
- D. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) consecutive days from the date of commencement of teaching duties shall, as a condition of employment, pay a service fee to the Association an amount equivalent to the dues and assessments uniformly required to be paid by members of the Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Section A of the Article. The parties recognize that failure to comply with this Section is just cause for discharge if so determined by the Tenure Commission or in a court of competent jurisdiction.
- E. The Board recognizes the responsibility of the Association to insure compliance with the provisions of Section D through appropriate action. Should such action involve formal charges under the Tenure Act, an officer of the Association shall be the charging party.

- F. Nothing herein shall be construed as forcing or inducing any member of the bargaining unit to become a member of the association.
- G. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of compliance with this article provided that such liability is not the result of Board's failure to comply with the procedural aspects of the Tenure Act or this Agreement.

ARTICLE V

TEACHING HOURS AND CLASSLOAD

- A. All secondary teachers shall be entitled to a duty-free, uninterrupted lunch period of forty (40) minutes. All elementary teachers shall be entitled to a combined mid-day duty-free, uninterrupted lunch and recess period of at least forty-five (45) minutes for lunch and preparation purposes.
- B. Teachers will report at least thirty (30) minutes before the start of the first hour class and be in their respective rooms and on duty at least ten (10) minutes before classes begin. Teachers will remain at school from fifteen (15) to thirty (30) minutes after their last scheduled class or preparation period.
- C. The normal daily teaching load in the junior and senior high school will be no more than six 50-minute periods out of seven instructional periods. One of the seven periods shall be assigned for preparation time. A teacher will be assigned six academic periods, but at least two of these periods would have to be the same preparation.
- D. The normal daily teaching load in the elementary school will be a minimum of two hundred ninety-five (295) minutes, and a maximum of three hundred thirty (330) minutes. Lower and upper elementary recess duty, other than at mid-day, will be assigned to one teacher on a rotating basis. Elementary teachers will use duty-free recesses, periods during which their class is receiving specialized instruction from another certified employee and a period beginning with the dismissal of their students for conference/preparation purposes.
- E. Part-time teachers shall receive prorata conference preparation periods. All part-time teachers shall attend full day orientation, inservice and record days, and be compensated at their per diem pay.
- F. The Board will attempt to equalize the distribution of students within class and subject matter levels. Generally, students in any class will be limited to the number of learning stations available, however, exceptions may be made. The Board will endeavor to keep K-6 classes from exceeding thirty (30) students. In the event the Board is unable to limit K-6 class size to thirty (30) students, it will consider assigning an aide, if the teacher requests.
- G. An association officer or no more than three members of the Association's designated negotiations team engaged during the school day in negotiations on behalf of the Association with the Board's team or participating in arbitration proceedings shall be released from regular duties without loss of salary so long as this Board of Education or its agents agrees to participate in these proceedings.

ARTICLE VI

TEACHING CONDITIONS AND DUTIES

- A. Teachers are expected to attend school-community affairs such as an "open house" or commencement, and carry out whatever duties may be assigned to them in keeping with their professional role.
- B. Teachers shall have readily available lesson plans for three succeeding days.
- C. Teachers may be required to attend up to ten (10) hours of professional meetings per year. Meetings will be held on school days only. These meetings shall not extend beyond 4:30 p.m. These meetings will be used for staff, curriculum, and/or inservice.
- D. Teachers shall be informed of a telephone number they may call before 7:00 a.m. or as soon as possible thereafter 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.
- E. Each teacher's file shall at all times contain the following information as a minimum: TB and medical reports, all evaluation reports, copies of employment contracts, teacher's certificate and transcript of academic records.
- F. "Act of God Days"
All teachers shall report for work by 10 a.m. on "Act of God Days" as allowed by the Michigan School Law or Code. If weather conditions are such that a teacher is unable to report for work, the teacher shall notify the administration. The day or lost time shall be mutually rescheduled between teacher and administration.

ARTICLE VII

PAID LEAVE OF ABSENCE

- A. At the beginning of each school year, each teacher shall be credited with ten (10) leave days to be used as stipulated for the following reasons. The unused portion of such allowance shall accumulate from year to year to a maximum of one hundred twenty (120) days. Paid leaves of absence for part-time teachers shall be prorated in direct proportion to hours and/or days employed.

1. Sick leave: The purpose of these days is to prevent loss of pay to teachers who suffer from illness, disability, or injury. Disability due to pregnancy or childbirth shall be treated as any other illness or disability. Upon evidence that said teacher is not ill, disabled, or injured, pay may be withheld.

A doctor's certificate verifying an illness or injury may be required of each teacher who has been on paid leave for five (5) or more consecutive days, or whenever the administration has reason to believe there has been abuse of paid leave.

2. In the case of work-incapacitating injury or illness, while working for Pentwater Schools, for which the employee is, or may be eligible for work disability benefit under the Michigan Workman's Compensation Law, such employee may utilize sick leave credits to the extent of the difference between the workman's Compensation received and the employee's regular base salary or wage.

In the case of work disabling injury to a teacher caused by an assault upon said teacher, while in the performance of professional duties, the board will pay the full difference between the workmen's compensation and the teacher's regular salary, without charge to sick bank, until the end of the school year or ninety (90) days, whichever comes first.

3. Absence of a teacher caused by a bonafide illness or injury of family members shall be deducted from the teacher's accumulated sick leave. A doctor's certificate which verifies the family member's illness or injury may be required whenever the Board believes this provision has been abused. Pay may be withheld if the administration has reason to believe this provision has been abused.

- B. Leaves of absence with full pay not chargeable against the teacher's allowance shall be granted for the following reasons:
1. A maximum of three (3) days for a death in the immediate family, which refers to children, parents, brothers, sisters, grandparents or other persons living in the same household as the employed. Leave for other close persons shall be up to the approval of the administration.
 2. Visitation at other schools or for attending educational conferences or conventions, when approved by the administration.
 3. A teacher shall be granted two (2) personal leave days annually which shall not be used the day before or the day following a scheduled school holiday.
 4. Jury duty - When a teacher is called for jury service, any pay from jury duty must be paid to the school, or the teacher will forfeit regular pay for that time.
 5. Court appearance as a witness or required attendance at any proceedings when said teacher is subpoenaed to testify on behalf of the school or in connection with their employment as long as the teacher is not the charging party against the Board.
- C. At the beginning of each school year, the Superintendent will, upon a teacher's request, provide the teacher with a written statement setting forth the total leave days accumulated as stated in Article VII (A & A-1) of above by that teacher.
- D. Employees of the Pentwater School system will be reimbursed for all unused sick leave over 120 days at the rate of \$25 per day at the end of each school year. Unused personal days shall be added to sick leave bank for each teacher at the end of the school year; this sick leave accrues to 120 days maximum.
- E. Sabbatical leave may be approved by the Board of Education in accordance with the General School Law, Section 380.1235, Code of 1976.

ARTICLE VIII

UNPAID LEAVES OF ABSENCE

Request for leave or anticipated leave of absence shall be submitted in writing to the Superintendent of Schools as soon as possible to the effective date of leave. The Superintendent shall submit such request to the Board of Education at the next regular meeting following the date of application. The following leaves may be granted.

- A. Illness leave
- B. Exchange teacher leave
- C. Extended leave
- D. Fellowship, internships, scholarships
- E. Advance education leave
- F. Maternity, paternity, child adoption leave

All leaves shall be without pay and without sick leave accumulation and/or any other job-related benefits, except as specifically authorized by the Board of Education at the time the leave is approved. Leave of absence shall not be granted when other gainful employment is the purpose.

Return to duty from leave of absence is subject to the following conditions:

1. Satisfactory evidence of physical and or/mental health may be required before the teacher is returned to duty.
2. The Board does not guarantee the return of any teacher to a specific grade level or special assignment at the conclusion of a period of absence exceeding one semester in length. The Board of Education will, however, make every effort to return a teacher who has been on leave of absence to the same or a comparable job to that held before the leave.
3. For all employees whose leave shall terminate at the beginning of a school year, a letter of availability must reach the superintendent no later than the preceding April 1. For all employees whose leaves shall terminate at times other than the beginning of a school year, such letter of availability must reach the superintendent no later than thirty (30) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation of employment.
4. Upon return from leave, the teacher's unused sick leave benefits and seniority which had been accumulated prior to leave will be restored.

Shorter extended leaves of absence for periods of less than one semester may be granted by the Superintendent of Schools under such conditions as may be prescribed by the Board of Education.

Up to twelve (12) association unpaid leave days shall be granted annually to teachers who are officers in the Pentwater Education Association. (Officers shall mean president, vice-president, secretary-treasurer, representative assembly delegate and negotiator.)

The granting or denial of an unpaid leave of absence shall be discretionary with the Board A through E; F shall be granted.

Time limit on Leaves of Absence:

- A. Leaves are not to exceed one year from the beginning of the semester after they are granted.
- B. Teachers, after termination of leave, shall be returned to a teaching position as soon as possible, but not later than the beginning of the next school semester. Teachers must present themselves for service at termination of leave or employment by the school district will be terminated.

ARTICLE IX

TEACHER PROTECTION

- A. Any case of assault upon a teacher in the performance of professional duties shall be promptly reported to the Superintendent, who shall report it to the Board. The Board will provide legal counsel to advise the teacher of the teacher's rights and obligations with respect to such assault and will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement authorities.
- B. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board shall provide legal counsel and render all necessary assistance to the teacher's defense. In the event that the teacher shall be found guilty of misconduct or in violation of the law, and the teacher has not complied with the administrative policies set forth in the teachers' guide, or in this agreement, the teacher shall reimburse the Board for any expense incurred on the teacher's behalf.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against a teacher if found innocent of such misconduct.
- D. The Board will reimburse teachers, in the amount of actual cash value not to exceed \$200, for damage or destruction of the teacher's personal property of a kind normally worn or used, while the teacher is on duty in the school or on school-approved duties involving pupil supervision, when the same has not been caused by the negligence of the teacher. This obligation shall not encompass wear, tear, or gradual deterioration of property, or loss of money; nor shall this obligation extend to loss, damage or destruction of a teacher's personal property while left unattended in any automobile parked on school premises: nor shall this obligation extend to any loss or damage to motor vehicle of a teacher. Provided, this obligation shall extend only to that portion of any loss not covered by insurance taken out by the teacher and will be payable only after the teacher has first exhausted all possibilities of collecting for such loss under private insurance; if any, the Board of Education with the mutual consultation with the effected individual, shall determine the actual cash value of any loss sustained and covered by this provision.
- E. The Board agrees that the personal and private life of a teacher should not be a matter of their concern; however, on those occasions when the conduct of the teacher brings discredit to the school district, the Board may impose appropriate discipline.

- F. Teacher discipline, discharge and reduction in compensation shall be for just cause.
- G. An adverse evaluation shall not be considered a reprimand or discipline, but reprimands or discipline resulting from adverse evaluations shall be grievable. In the event that the teacher feels that the evaluation was incomplete or unjust, those objections may be put in writing and attached to the evaluation report to be placed in the teacher's evaluation file.

ARTICLE X

TEACHER EVALUATION

- A. Self-evaluation is important in the growth and improvement of every individual. The goal of this evaluation is the steady growth of each teacher toward excellence in teaching and a dedication and sense of responsibility to the teaching profession.
- B. The evaluation and the performance of each teacher in the school system is the responsibility of the Administration. In such evaluations, monitoring and observations of teachers shall be conducted with the full knowledge of said teacher.
- C. Evaluations shall be conducted by the Superintendent, Principal or other administrator. At least one (1) written review of the teacher's job performance shall be based on at least thirty (30) consecutive minutes of classroom observation or length of contact period with a student or class of students. Observation reports that merit inclusion in the written evaluation shall be followed by a conference between the teacher and supervising administrator. This conference shall take place within three work days unless otherwise mutually scheduled. The teacher shall have the opportunity to review and sign the document before it is placed in the personnel file.
1. If the teacher is working outside the teacher's major, minor or area of certification, the written evaluation will so note.
 2. Test results of academic progress of students are not designed to evaluate a teacher.
 3. If a teacher's performance is less than satisfactory, the Administration shall specify what is unsatisfactory and provide remedial help.
- D. For the life of this Agreement, the parties agree to adhere to the Board's evaluation instrument as passed by Board resolution on 2/20/78. At the beginning of each school year, all teachers shall be provided a copy of the evaluation instrument which will be used to evaluate their job performance.
- E. The performance of all teachers shall be evaluated in writing as follows:
1. Probationary teachers shall be evaluated in writing at least two (2) times each year; one on or before December 1, and again on or before March 15. A personal meeting will be held within ten (10) school days thereafter to review the job performance of the probationary teacher.
 2. By, May 1, each tenure teacher shall be evaluated in writing and have a personal meeting with the evaluating administrator to review the professional performance of the teacher.

- F. Two (2) copies of the written evaluations shall be submitted to the teacher, one (1) to be signed and returned to the Administration and the other to be retained by the teacher. A teacher's signature on an evaluation will not be construed as agreement with the contents of the evaluation, unless the teacher otherwise indicates.

- G. Complaints with merit which are made against a teacher by a parent, student or other person will be brought to the teacher's prompt attention. No complaint or other negative document shall be placed in the teacher's personnel file without the teacher having the opportunity to review and sign the document. The teacher's signature does not necessarily indicate agreement with the complaint or document.

ARTICLE XI

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation arising under and during the term of this agreement and filed prior to the expiration of this agreement. Should a teacher, teachers, or the Association feel there has been violation of this agreement, the following steps will be taken:

Step 1:

The grievant shall notify the designated representative of the Association of said grievance and may request the representative's presence at the presentation of the grievance or proceed to Step Two (2) without the designated representative at the grievant's option. The designated Association representative may be present at any adjustment of the alleged grievance at any level.

Step 2:

The grievant and/or the designated representative may discuss the grievance with the Principal informally within fifteen (15) teacher work days of the alleged violation.

When processing grievances, teacher work days shall be defined as Monday through Friday except for holidays and breaks in the "school year calendar." Summers shall not be considered as a break in the school year calendar.

Step 3:

If no satisfactory conclusion is reached within ten (10) work days following the discussion set forth above, the grievant and/or the designated representative shall present in writing within twenty (20) work days from this discussion Step Two (2) the alleged violation and request an interview with the Superintendent. Within ten (10) work days after the written request is filed with the Superintendent, a hearing concerning the alleged grievance will be held. A decision in writing by the Superintendent shall be given to the employee and the designated representative within ten (10) work days after the hearing.

Step 4:

If the Superintendent's response is not acceptable in Step Three (3), the Board shall allow the grievant and/or designated Association representative an opportunity to be heard at a meeting for which the grievance is scheduled which shall not be later than the next regularly scheduled Board meeting. Within fifteen (15) work days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than fifteen (15)

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

Step 5:

If the grievance is not settled at Step 4 or if no decision has been issued within the time limits contained in Step 4, the matter may be referred to arbitration by the Association within ten (10) work days.

Grievants, only with Association approval shall have the right to process a grievance at Step 5.

1. The arbitrator shall be selected by the following process: The names of three (3) arbitrators shall be selected by mutual agreement. The selection of the individual arbitrator for a grievance shall be made by each party crossing out one arbitrator. The remaining arbitrator will serve during the arbitration process.
 2. If an arbitrator becomes unavailable or no longer acceptable to either party, a replacement will be mutually selected.
 3. All arbitrators shall follow American Arbitration Association rules and procedures.
 4. Fees for the arbitrators shall be agreed to annually with the arbitrators. The party to which the arbitration is denied shall pay all costs charged by the arbitrator. Deciding who pays shall be the final charge of the arbitrator.
- B. Neither party may raise new facts at Step 5 not previously raised or disclosed at other written levels. The parties shall meet not less than three (3) work days prior to the hearing in a final attempt to settle the grievance prior to arbitration.
- C. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association and may be enforced/reviewed in a court of competent jurisdiction.
1. Powers of the arbitrator are subject to the following limitations:
 - a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. The arbitrator shall have no power to establish or revise salary schedules.
 - c. The arbitrator shall have no power to change any practice, policy or rule of the Board so long as such matters are not in violation with the provisions of the agreement.

- d. The arbitrator shall have no power to interpret state or federal law.
 - e. The arbitrator shall not hear any grievance barred from the scope of the Grievance Procedure.
 - f. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
2. Should a grievant fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, or a teacher leave the employ of the Board, (except a claim involving a remedy directly benefiting the teacher regardless of employment), all further proceedings on a previously instituted grievance shall be barred.
 3. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a grievant or a participating Association representative are to be at their assigned duty stations.
 4. In the event a grievance is filed after May 15 of any year and the grievance is timely in accordance with Article XI, A-1 & 2, the board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
 5. Notwithstanding the expiration of the Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.
 6. Failure to re-employ any teacher to a position on the extra-curricular schedule shall not be the basis of any grievance filed under the procedure outlined in this Article.
 7. If a teacher demands a hearing under the Michigan Teacher Tenure Act, any grievance arbitration filed related to the teacher's demotion or discharge shall be deemed immediately dismissed.

ARTICLE XII

VACANCIES AND TRANSFERS

- A. A vacancy is defined as a newly created position or a vacant bargaining unit position which the board decides to fill.
- B. Whenever any vacancy in any teaching position or teaching assignment shall occur, each teacher shall be notified in writing of such vacancy within ten (10) consecutive days of the occurrence, and any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and qualifications of all applicants, and the length of time each has been in the school system.
- C. Teachers who will be affected by a change in grade assignments in the elementary grades or a change in course assignment in the junior high or senior high school will be notified and consulted as soon as practical and prior to June 15. If the Board finds it necessary to make a change in teaching assignment after June 15, they shall accept the resignation of any teacher involved in this drastic change without loss of tenure to that teacher.

ARTICLE XIII

REDUCTION IN PERSONNEL AND RECALL

- A. The Association recognizes the exclusive right of the Board to determine if a reduction in personnel is necessary due to a decrease in students, educational revisions or budgetary or financial considerations. The following procedure shall be followed:
1. Probationary teachers shall be laid off first on the basis of certification and seniority, unless there is no tenured teacher qualified to fill the necessary staff positions. The teacher shall be notified as required by law.
 2. After laying off probationary teachers, tenured teachers with the least seniority within their certification will be laid off.
- B. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the Pentwater teaching staff. Time spent on leave or layoff shall not be considered as a break in continuous service but seniority shall not continue to accrue.
- C. The district shall prepare and present to the Association a current seniority list of all of the teaching staff members prior to October 30 of each school year. Accompanying the name of each teacher on the list shall be the date of last hire. No person other than a member of the bargaining unit shall accrue seniority within the bargaining unit.

Teachers who are laid off will be recalled in reverse order to layoff to fill openings as they arise. The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said teacher at the last known address. It shall be the responsibility of faculty personnel to notify the Board of any change in address. The teacher's address as it appears on the teacher's personnel information sheet form shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. If a teacher fails to report to work within ten (10) calendar days from the date of mailing, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate the individual employment contract and any other employment relationship with the Board.

- D. No new teachers shall be employed by the Board while there are teachers of the district who are laid-off unless there are no laid-off teachers who are certified to fill the vacancy or teachers on layoff refuse a part-time position. Every effort will be made to adjust staff assignments so as to insure that the most senior teacher(s) on layoff has certification to fill vacant position(s).

Refusal or acceptance of a position within the school district that is less than full time shall not affect a teacher's recall rights to a full time position.

- E. It is further agreed that any layoff pursuant to this article shall automatically terminate the individual employment contract of all laid-off non-tenure teachers and tenure teachers and shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits for any laid-off teacher's individual or supplemental employment contract as well as all benefits under this collective bargaining agreement.

**ARTICLE XIV
SCHOOL CALENDAR**

**PENTWATER PUBLIC SCHOOLS
1989-90**

AUGUST

S	M	T	W	T	F	S
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6	7	8	9	10	11	12
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27	28	29	30	31		

NOVEMBER

S	M	T	W	T	F	S
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26	27	28	29	30		

FEBRUARY

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11	12	13	14	15	16	17
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25	26	27	28			

MAY

S	M	T	W	T	F	S
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13	14	15	16	17	18	19
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SEPTEMBER

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DECEMBER

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31						

MARCH

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18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

S	M	T	W	T	F	S
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17	18	19	20	21	22	23
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OCTOBER

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JANUARY

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APRIL

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JULY

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181 Student Days
184 Teacher Days

- ☐ Student Days
- ◇ Teacher Days
- Vacation Days

1. Make-up for "Act of God Days" will be mutually decided by P.E.A. representative and Pentwater Board of Education by March 15 of each year.
2. The calendar will provide two (2) weeks at Christmas, one (1) week spring break, two (2) days at Thanksgiving, and one (1) day at Memorial Day vacation.

**ARTICLE XIV
SCHOOL CALENDAR**

**PENTWATER PUBLIC SCHOOLS
1990-91**

AUGUST

S	M	T	W	T	F	S
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SEPTEMBER

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NOVEMBER

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DECEMBER

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30	③①					

JANUARY

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APRIL

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JULY

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181 Student Days
184 Teacher Days

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◇ Teacher Days
○ Vacation Days

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**ARTICLE XIV
SCHOOL CALENDAR**

**PENTWATER PUBLIC SCHOOLS
1991-92**

AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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JANUARY

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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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27	28	29	30			

JULY

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[] Student Days
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○ Vacation Days

1. Make-up for "Act of God Days" will be mutually decided by P.E.A. representative and Pentwater Board of Education by March 15 of each year.
2. The calendar will provide two (2) weeks at Christmas, one (1) week spring break, two (2) days at Thanksgiving, and one (1) day at Memorial Day vacation.

1992-93 SCHOOL YEAR CALENDAR

The 1992-93 school year calendar will be negotiated and agreed to by December 1, 1991.

ARTICLE XV

NEGOTIATIONS AND MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Each party shall have the right to invoke the assistance of the Michigan Employment Relations Commission.
- C. This Agreement constitutes the entire Agreement between the parties. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the district and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XVI

INSURANCE BENEFITS

MEDICAL

Upon ratification of this agreement and completion of the transfer of the medical coverage to Super Care I and for 12 months thereafter, the board will pay 100% of Super Care I. For the next 12-month period, beginning in 1991 and continuing into 1992, the board shall pay 90% of the cost of Super Care I. For the remainder of this contract, the Board will pay 85% of the cost of Super Care I continuing through August 31, 1993. The percentage paid by the teachers may be reduced from the teacher's contract upon election by the employee. The individual choosing may purchase options up to the Board's cost of single subscriber and/or an annuity in lieu of Super Care I.

DENTAL

Insurance shall be continued as Delta Dental 60/40, full family plan with orthodontic rider 003 with a cap of \$5.00 per month per teacher for the duration of this agreement.

VISION

The Board will provide up to \$10.60 per month per full-time teacher for VSP2 vision insurance through the duration of this contract.

LIFE

For the duration of this agreement, \$10,000 of group term life insurance will be provided for each full-time teacher.

ARTICLE XVII

PROFESSIONAL COMPENSATION

- A. A new teacher in Pentwater Public Schools shall be given credit for prior teaching experience on the existing teacher salary schedule for up to five (5) years of total experience. Teaching experience shall be accumulated teaching experience computed from the date the teacher has a valid teaching certificate issued by any state in the United States of America. Special certificates are excluded. Teaching service in the Pentwater Public Schools, regardless of the certificate held, shall be counted the same as regular service.
- B. Salary schedule increments shall be effective September 1 of each year and advancement under the salary schedules shall be granted pending satisfactory evaluation.
- C. Payment for additional graduate credit in the teacher's area of certification or teaching areas approved by the Board shall be made effective September 1 or February 1, once proof of additional semester hours of credit is submitted. Graduate degrees earned shall also follow this same procedure.
- D. A seventh assignment in grades 7 through 12 will be paid for at 16 2/3% of the individual teacher's base salary.
- E. Per diem shall be defined as 1/184th of annual salary.
- F. Part-time employees covered by this agreement shall receive pro-rata professional compensation and benefits.
- G. Staff members working with Board or Administration approval beyond 184 days performing related, comparable teaching duties, shall be paid at their per diem rate. Working these days shall not be obligatory nor a criteria for evaluation or assessment of one's performance. (Summer school programs such as Title I, Special Education, etc. shall be excluded.)
- H. Longevity: Those employees having completed fifteen (15) or more years of accrued service to the Pentwater Public Schools shall be eligible for longevity pay. Longevity pay shall become a part of the salary schedule.

Prior to September 1 of the year qualifying for each increment of longevity pay, the employee must complete satisfactorially three semester hours of graduate credit.

TEACHER SALARIES

	B.A.	B.A. +20	M.A.	M.A. +20
<u>1989-90</u>				
Base	19,450	20,050	20,700	21,200
1	20,400	21,100	21,850	22,250
2	21,300	22,150	22,950	23,350
3	22,250	23,250	24,100	24,450
4	23,250	24,400	25,200	25,700
5	24,350	25,500	26,400	26,800
6	25,500	26,650	27,600	28,050
7	26,550	27,750	28,850	29,200
8	27,750	28,850	29,950	30,450
9	28,950	30,000	31,150	31,600
10	30,200	31,150	32,350	32,800
11	31,400	32,250	33,550	33,900
<u>1990-91</u>				
Base	20,400	21,050	21,750	22,250
1	21,400	22,150	22,950	23,350
2	22,350	23,250	24,100	24,550
3	23,350	24,400	25,300	25,650
4	24,400	25,600	26,450	27,000
5	25,550	26,800	27,700	28,150
6	26,800	28,000	29,000	29,450
7	27,850	29,150	30,300	30,650
8	29,150	30,300	31,450	31,950
9	30,400	31,500	32,700	33,200
10	31,700	32,700	33,950	34,450
11	32,950	33,850	35,250	35,600
<u>1991-92</u>				
Base	21,400	22,100	22,850	23,350
1	22,450	23,250	24,100	24,500
2	23,450	24,400	25,300	25,750
3	24,500	25,600	26,550	26,950
4	25,600	26,900	27,750	28,350
5	26,850	28,150	29,100	29,550
6	28,150	29,400	30,450	30,900
7	29,250	30,600	31,800	32,200
8	30,600	31,800	33,000	33,550
9	31,900	33,100	34,350	34,850
10	33,300	34,350	35,650	36,150
11	34,600	35,550	37,000	37,400
<u>1992-93</u>				
Base	22,600	23,300	24,100	24,650
1	23,700	24,550	25,400	25,850
2	24,750	25,750	26,700	27,150
3	25,850	27,000	28,000	28,450
4	27,000	28,400	29,300	29,900
5	28,350	29,700	30,700	31,200
6	29,700	31,000	32,100	32,600
7	30,850	32,300	33,550	33,950
8	32,300	33,550	34,800	35,400
9	33,650	34,900	36,250	36,750
10	35,150	36,250	37,600	38,150
11	36,500	37,500	39,050	39,450

The schedule of longevity pay is as follows:
Beginning with the sixteenth (16th) year and continuing through the twentieth (20th) year of employment.

\$100 added to base salary

Beginning with the twenty-first (21st) year of employment and continuing through the twenty-fifth (25th) year of employment

\$200 added to base salary

Beginning with the twenty-sixth (26th) year of employment and continuing through the thirtieth (30th) year of employment

\$300 added to base salary

Beginning with the thirty-first (31st) year and years beyond

\$400 added to base salary

1. Increments shall be earned for each 180 days served as a regular teacher in Pentwater Public School.
2. Each year approved by the board served on sabbatical, extended sick leave, Peace Corps, and/or military leave for certificated personnel shall be considered as a year of service for longevity purposes. All other leaves will not count as accrued service.
3. Credit courses may not be duplicated.
4. Courses must have prior approval from the Superintendent of Schools.
5. A transcript of the completed courses must be placed on record in the office of the superintendent before an increment will be awarded.
6. Once an increment is earned, it will continue for the duration of this agreement.
7. For the purpose of this proposal, no courses taken before July 1, 1989 may apply.
8. Although the business office will make every effort to place those people who are eligible on a longevity payroll list, it shall be the responsibility of the individual employee to notify the business office when the employee has completed each level of years of service in the Pentwater Public Schools as well as when credit hours have been completed for eligibility.

ARTICLE XVIII

EXTRA CURRICULAR POSITIONS

- A. During the regular school year, any assignment in addition to the normal teaching schedule, such as but not limited to those listed in this article, shall be covered by a separate individual contract. These assignments shall not be obligatory, but shall be with the consent of the teacher. However, if no teacher accepts the duty, the Board has the right to subcontract outside the bargaining unit. Tenure status does not accrue in these assignments. It is understood that reappointment to these positions shall be completely at the discretion of the Board.
- B. The Board reserves the right to hire or terminate the services of any person in an extra-curricular position. Termination shall be for just cause.
- C. Salary for the following positions will be set as a percentage of the BA scale based on the following:
1. B.A. base for the first year in that position at Pentwater.
 2. B.A. Step 1 for the second year in that position at Pentwater.
 3. B.A. Step 2 for the third year or more in that position at Pentwater.
 4.

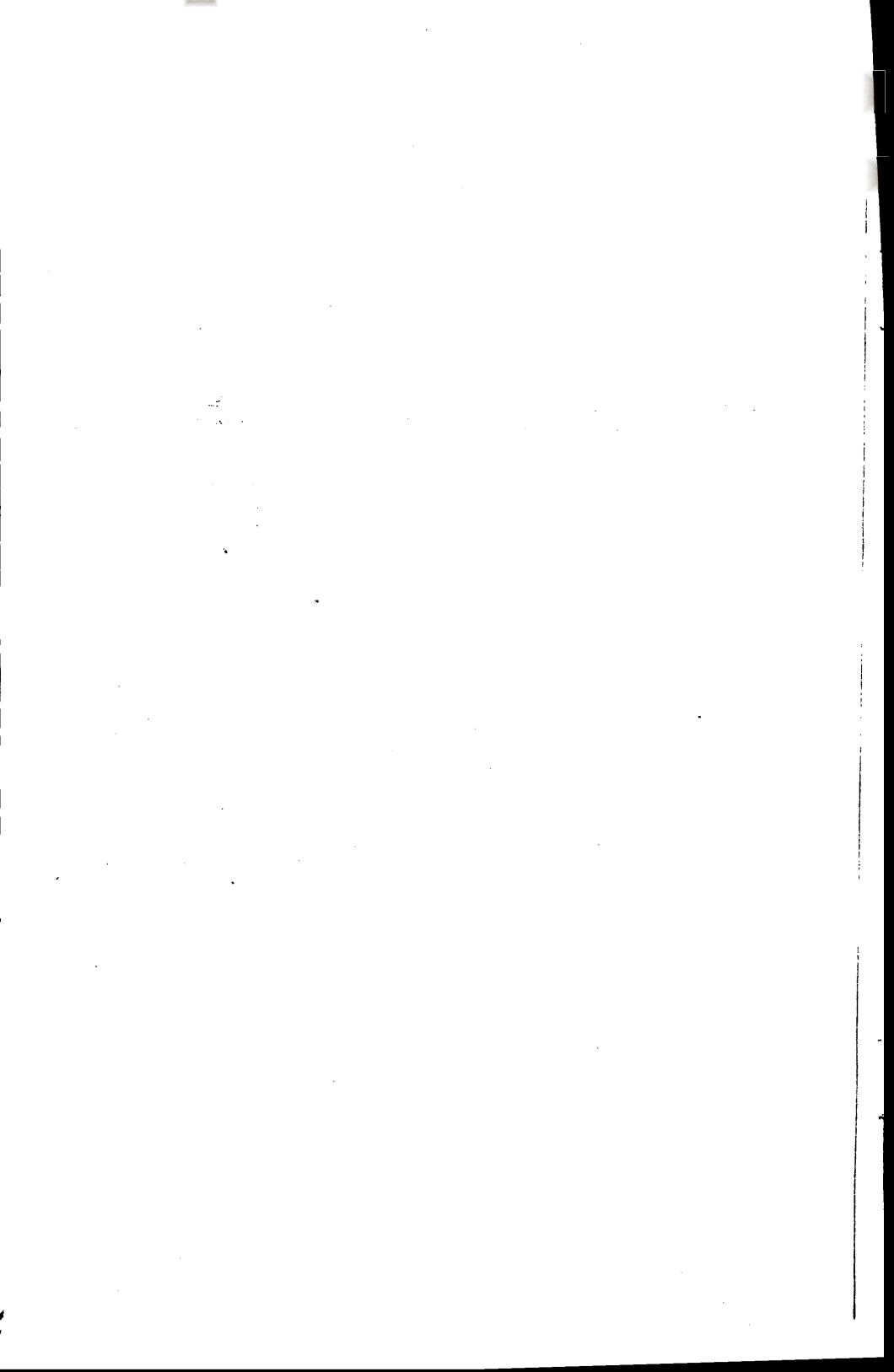
Band	10.5%
Varsity Basketball	10.0%
J.V. Basketball	7.0%
Baseball	7.0%
Baseball Asst. (if 25 or more players)	3.5%
Softball	7.0%
Softball Asst. (if 25 or more players)	3.5%
Volleyball	5.0%
Yearbook	5.0%
Cross Country	5.0%
Track (Combined)	5.0%
Soccer	4.0%
Cheerleading (J.V. & Varsity combined)	5.0%
Jr. High Basketball	4.0%
Jr. High Cheerleading	2.0%
Jr. High Track	4.0%
National Honor Society	2.0%
Odyssey of the Mind	2.0%
Quiz Bowl	2.0%

E. Salaries for the following positions will be set at a percentage of the BA base:

Intramurals	2.0%
(A minimum of four activities--eight months, average two times a year)	
Ski Club Advisor	2.0%
Safety Patrol	1.5%
Student Council	2.5%
Elementary Basketball	2.5%
Class Advisors	
12th	1.5%
(or 2.5% and trip expenses up to \$100 if senior trip is taken)	
11th	2.5%
10th	1.5%
9th	1.5%
8th	1.0%
7th	1.0%

F. Additional extra-curricular positions salary rates will be negotiated by the PEA and Board of Education.

G. The Board may add other sports or extra curricular activities as student needs and demands warrant.



ARTICLE XIX

DURATION OF AGREEMENT

This agreement shall become effective as of the date of ratification by both parties and shall continue in effect through August 31, 1993.

Only salaries under Article XVII and XVIII shall be retroactive to September 1, 1989. The amount of retroactive pay will be divided evenly and applied to the remaining paychecks through August 1990.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives the date and the year written below.

BOARD OF EDUCATION OF THE PENTWATER PUBLIC SCHOOL DISTRICT

By J. Dean Gulefsen President

By Marsha L. Carter Secretary

PENTWATER EDUCATION ASSOCIATION

By Douglas E. [Signature] President

By Antoinette [Signature] Secretary

Date of Ratification:

BOARD June 11, 1990

EDUCATION ASSOCIATION June 1, 1990

