

6/30/87

MASTER AGREEMENT
BETWEEN THE
PICKFORD PUBLIC SCHOOLS
AND THE
PICKFORD EDUCATION ASSOCIATION
1985-87

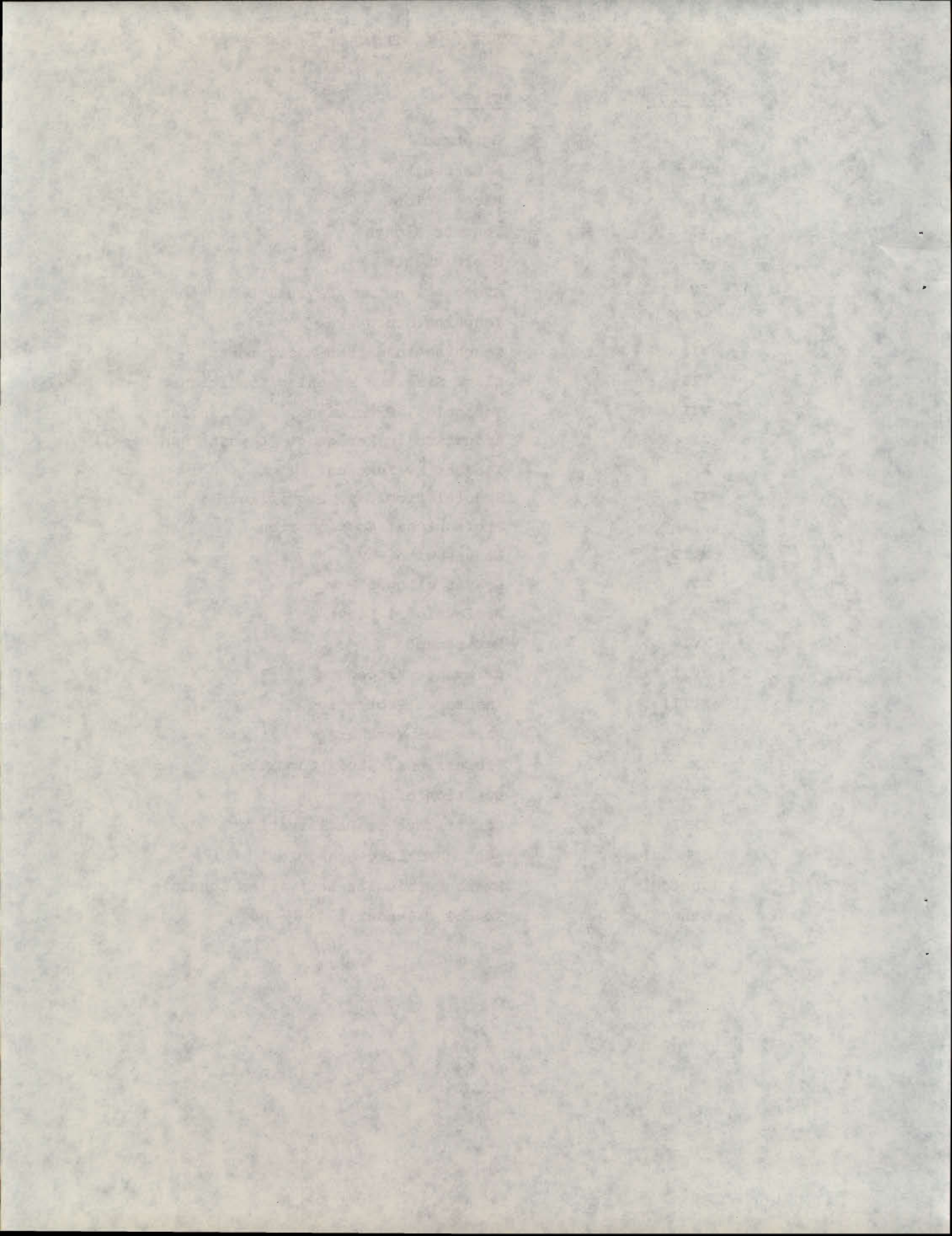
Pickford Public Schools

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AGREEMENT

This Master Contract entered into this July 1, 1985, by and between the Pickford Education Association, hereinafter called the "Association" and the Board of Education of the Pickford Public Schools, hereinafter called the "Board."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Pickford is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with respect of hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all teaching personnel whether under contract, either verbal or written, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the Board. Such representation shall exclude Superintendent and principals, and any other person engaged at least 50% of the time in the direct administration and supervision of professional personnel.

ARTICLE II

TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all certified personnel, as defined in Article I, of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concrete activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reasons of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under Federal or Michigan laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.
- C. The Association and its members shall have the right to use school facilities at all reasonable hours for meetings with the consent of the Board

ARTICLE II (cont'd)

or its representative. Such meetings are not to interfere with other regularly scheduled activities. No meetings will be held on holidays or Sundays unless Board permission is obtained.

- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

- E. The Association shall have the right to use typewriters, mimeographing machines, other duplicating equipment, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use at school. Available supplies may be purchased by the Association at cost. No equipment shall be removed from the site without prior permission of the Board or its designee.

- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the lounge of each school building. The Association may use teacher mail boxes for communications to teachers. It shall be clearly understood that none of the above facilities shall be used for posting or transmitting materials of a political nature, supporting a political party or candidate, or a political issue. No teacher shall be prevented from wearing insignias, pins or other identification of membership in the Association either on or off school premises.

ARTICLE II (cont'd)

- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available compiled information concerning the financial resources of the district, tentative budgetary requirements, and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- H. The Board agrees to post notice of the prospective agenda and attachments for all special and regularly scheduled meetings, and will place two (2) copies of the agenda in the Association president's school mailbox.
- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- 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 material status, or membership in the Association or with the activities of any employee organization.

ARTICLE II (cont'd)

K. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment. Therefore, teachers alone cannot be held accountable for the academic achievement of the pupil in the classroom.

ARTICLE III

BOARD RIGHTS

- A. The Board, 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 exclusive management and administrative control of the school system and its properties and facilities and 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, of their dismissal or demotions; and to promote, and transfer all such employees;
 3. To establish grades and courses of instruction, 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, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and 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, and 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.

ARTICLE IV

ASSOCIATION DUES/PAYROLL DEDUCTIONS

- 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 to the Association. Pursuant to such authorization, the Board shall deduct one-ninth of such dues, assessments and contributions from the regular salary check of the teacher each month for nine (9) months, beginning in September and ending in May of each year. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-ninth (1/9) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract.
- B. Upon appropriate written authorization from the teacher, the Board shall 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 Association and the Board.
- C. The Board shall not be held liable in a court of law for the provisions of this Article.

ARTICLE V

TEACHING HOURS

- A. The teacher's normal teaching hours in the elementary and secondary schools shall be as follows:
1. Teachers shall be at school by 8:05 A.M. each day and may leave when the buses have exited the loading area. To leave earlier a teacher will secure permission from the principal.
 2. In order to insure maximum teaching performance each teacher shall have a minimum of 210 minutes per week for preparation.
 3. All teachers shall be assigned a continuous duty-free lunch period at least thirty (30) minutes in length.
- B. Should a closing because of conditions not within the control of school authorities require the scheduling of additional days could not be counted to meet the 180-day requirement, such additional days will be rescheduled as follows: (1) At the scheduled Spring Break, in part or in whole (2) At the end of the school year, if total days cannot be scheduled during Spring Break.
- C. In accordance with Public Act 239 of 1984, where days of instruction are not held because of conditions not within the control of school authorities, those days shall be made up to insure a minimum of 180 days of student instruction. It is understood that such days shall be considered part of the regular school year and no employee shall receive additional compensation for those days, except as follows: Five days will be made up with no extra compensation. Additional days will be made up and paid at contractual rate.
- D. If Public Act 239 is rescinded, the usual customary practice as stated in the 1984-85 Master Agreement would be in effect.

ARTICLE VI

TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the junior and senior high schools will be thirty (30) teaching periods and five (5) unassigned preparation periods. Without his/her consent, no teacher shall be assigned to more than thirty (30) hours of pupil contacts per week. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal teaching load in the elementary schools shall not exceed thirty (30) hours of pupil contact per week. Newly employed, inexperienced teachers shall be assigned the lowest class size at their teaching levels. No teacher shall be assigned more than five (5) preparations per semester without his written consent.
- B. The Administration reserves the right to schedule special faculty meetings beyond those scheduled in the calendar. As much prior notification as possible will be given the teachers. If a teacher already has a prior commitment, he shall notify the Administration. In no case shall the number of special meetings exceed two (2) per month.
- C. Elementary teachers will be provided a fifteen (15) minute relief period each morning and a fifteen (15) minute relief period each afternoon. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

ARTICLE VI (cont'd)

- D. Parental requests for meetings with individual teachers may be honored and the meeting held during the teacher's conference preparation period where this is possible.

- E. 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. Elementary teachers will be assigned to the grade of their training and choice whenever possible.

- F. All teachers shall be informed of their tentative teaching assignments for the forthcoming year not later than July 31. If a change in assignment arises due to an emergency after July 31, every effort shall be made by the Board to notify teachers of the changes.

- G. No departure from these norms, except in case of emergency, shall be made without mutual consent between the Board and the Association.

ARTICLE VII

CLASS SIZE AND TEACHING CONDITIONS

A. It is acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible to meet the following goals:

It is mutually agreed that for effective teaching, class sizes should be kept small. Therefore, it is recommended that every effort be made to keep class size to recommended twenty-five (25) in elementary and thirty (30) in high school. In cases where it is not possible to keep the class size within the recommended size in this Agreement, the teachers will be consulted and a workable solution will be agreed upon.

C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board shall take under advisement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained when finances permit.

D. The Board shall make available in each school, a restroom, and lavatory facilities for teacher use and at least one room which shall be reserved for use as a faculty lounge.

ARTICLE VII (cont'd)

E. Telephone facilities shall be made available to teachers for their reasonable use. Personal toll calls shall be made at the teacher's own expense.

F. Parking facilities shall be provided for teacher use.

G. Teachers are expected to be at their duty stations on time and prepared to fulfill their contractual responsibilities.

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any vacancy in any certificated teaching position or in any extra-curricular position in the district shall occur, the Board shall publicize the same by providing appropriate posting in every school building. No such vacancy shall be filled, except in the case of an emergency on a temporary basis, until such vacancy has been posted for at least ten (10) calendar days.

- B. Any teacher may apply for a vacancy in the bargaining unit. The Board agrees to consider each applicant's teaching qualifications for any such vacancy. The Board supports a policy of filling bargaining unit vacancies from within its existent staff, however, the filling of any vacancy is solely the responsibility of the Board.

- C. Any teacher desiring a transfer must place the request and the reason(s) for the request in writing to the Superintendent. Such requests shall be valid for one (1) school year. The Board is not obligated to create a new position to satisfy a request for transfer.

- D. Any teacher who is transferred to a full-time or part-time supervisory position and who shall later return to teacher status, shall be entitled to retain such rights as he/she may have had under this Agreement prior to the transfer. A person in a full-time supervisory position shall not accrue seniority in teaching. A person in a part-time teaching position shall accrue seniority in teaching commensurate to actual teaching hours.

ARTICLE IX

REDUCTION IN PERSONNEL (LAYOFF) AND RECALL PROCEDURE

- A. It is hereby specifically recognized that the Board has the right when it is necessary to reduce the educational program, curriculum and staff and that the procedures set forth in this policy shall be used in laying off personnel, subject to those limitations expressly set forth in the Master Agreement between the Board and the Association.
- B. Layoff Procedure: In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed; the following procedure will be used:
1. Probationary teachers shall be laid off first. Layoff shall proceed on the basis of performance evaluation and inverse seniority. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position of the probationary teacher, unless the position is being eliminated.
 2. If probationary teachers are laid off and the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of certification, qualification, and seniority. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first. Seniority shall be defined as the length of continuous teaching service in this school district. Seniority shall be frozen during the periods of lay-off and unpaid leave of absence, and shall begin to re-accumulate on return to full employment status. Any teacher who voluntarily leaves the system and returns shall retain previously accrued seniority.
 3. The Board agrees in making assignments to consider the requests of its teachers. Request by a teacher to change his/her assignment shall be made in writing and filed with the superintendent ON OR BEFORE JULY 1. This request shall remain on file for two years. This becomes effective with the 1984-85 school year. For the purposes of this policy "qualified" shall be defined in the following manner:
 - (a) For placement in a pre K-6 grade level elementary position a tenure teacher is qualified if he has elementary certification. Pre K-6 teachers to be assigned to the 7th and 8th grade levels shall meet all requirements for certification at the assignment level under the Michigan Teacher Certification Code and shall have at least a recognized minor in the subject matter area to be taught.

ARTICLE IX (cont'd)

(b) For placement in a secondary teaching position (7-12) a tenure teacher is qualified if the teacher has certification and major or minor to teach the specific course to which he is attempting to be assigned.

C. Recall Procedure: Any teacher on layoff shall be recalled in inverse order of layoff provided the teacher is certified and qualified for the vacancy.

D. Individual Contract: The individual contract, executed between each teacher and the employer is subject to the terms and conditions of this Agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article, if the individual position is eliminated.

ARTICLE X

TEACHER EVALUATION

A. Evaluation is done continuously during teachers' duty hours. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

1. Probationary teachers shall be evaluated in writing at least two (2) times each year; once on or before December 1 and again on or before March 30. A personal meeting will be held within fifteen (15) school days thereafter to review the job performance of the probationary teacher and to make recommendations for teacher improvement.
2. Tenure teachers shall be evaluated in writing at least once every two (2) years. A personal meeting will be held with each tenure teacher within fifteen (15) school days thereafter to review his/her job performance and to make recommendations for teacher improvement.
3. All monitoring or observations of teachers shall be conducted openly, and all evaluations shall be reduced to writing and a copy given the teacher within fifteen (15) days of the evaluation. Both parties shall sign the evaluation and copy.
4. In the event the teacher feels his/her evaluation to be incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.
5. No material originating after original employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material.
6. No action shall be taken upon any complaint made against a teacher unless the complaint is in writing. Any complaint made against a teacher will be promptly brought to the teacher's attention.
7. If a teacher is to be formally charged by the Board or its agents as to misconduct or insufficient endeavor towards duties, he shall be entitled to have an officer of the Association present, and the Board or its agents shall also be entitled to have an officer of the Board present.
8. Each classroom observation of a teacher shall not be for less than thirty (30) minutes of one class period.

ARTICLE X (cont'd)

9. Each teacher, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the evaluation form upon which he/she will be evaluated.
 10. No later than ten (10) days prior to the April Board meeting of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the Administration to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. In the event a tenure teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing and provide a hearing where requested. Refusal to offer to renew a contract to a tenure teacher shall be grounds for a grievance.
- B. If the teacher believes that material placed in his/her file is inappropriate or in error, he may receive adjustment, provided cause is shown, through the Grievance Procedure. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based on the teacher's personnel file.

ARTICLE XI

SPECIAL PROBLEMS, DISCIPLINE

- A. The maintenance of classroom discipline and order is a joint responsibility of the parties.

- B. Whenever a particular student appears to need specialized attention or assistance which the teacher cannot provide in the classroom, the teacher will notify the Administration of the problem. The Administration agrees to investigate the problem and to recommend appropriate solutions to the Board.

- C. Any student who creates disciplinary problems in the classroom will be immediately brought to the attention of the building principal. Any time a teacher excludes a student from the classroom, written notification of the exclusion including reasons and causal factors must be presented to the building principal not later than the end of that school day.

- D. Any case of assault upon a teacher shall be reported immediately to the building principal. The Administration will assist the teacher in notifying medical, law enforcement, and other appropriate authorities.

- E. Teachers are required to exercise care and discretion in regard to the safety of students and property.

ARTICLE XII

PROFESSIONAL COMPENSATION

- A. The compensation of teachers covered by this Agreement is set forth in Schedule A (Salaries) and Schedule B (Extra-Curricular Salaries) which are attached to and incorporated in this Agreement.
- B. The Salary Schedule is based upon a normal weekly teaching load as defined in Article VII. For extra work the teacher shall be entitled to appropriate additional compensation as defined in Schedule B.
- C. Salary Schedule A is based upon the regular school calendar, Schedule C. For teaching assignments in excess of the normal teaching load, teachers will be compensated at one (1) times their individual hourly rates. A teacher shall have the right to reject any teaching assignment in excess of the normal teaching load. The teacher's hourly rate shall be determined in the following manner:

$$\frac{\text{Teacher's Contracted Annual Salary}}{\text{Contract Days X Max. Periods/Day}} = \text{Hourly Rate}$$

- D. The additional semester hours for the intermediate steps of Schedule A need not be toward a Masters Degree but must be of such a nature as to contribute to the overall effectiveness of the teacher's duties. The Superintendent of Schools shall determine each case on its merits.
- E. If a teacher is asked to substitute for another teacher during their preparation period the teacher will receive compensation at the rate of \$15.00 per hour or shall be give the option of accumulating such substitution time toward compensatory time, i.e., one class period equaling 1/7 compensatory time, which may be used by the teacher for personal or other reasons, to be used within the current school year.

ARTICLE XIII
LEAVES WITH PAY

- A. At the beginning of each school year each teacher shall be credited with twelve (12) days of leave, the unused portion of which shall accumulate to one hundred thirty-six (136) days. Teachers shall be compensated in recognition of accumulated leave days that surpass 136 days according to the following formula: One-half of the unused leave days per year at the current substitute pay rate, total not exceeding 20 days. Payment shall be made at termination of employment.
- B. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:
1. Personal illness or disability. The teacher may use all or any portion of his leave to recover from his own illness or disability.
 2. Death in the immediate family. The teacher may take a maximum of four (4) days for death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, aunt, uncle, grandparents, and any other person who is living in the same household. Use of these days must commence within five (5) work days of the date of notification of death.
 3. Other deaths. The teacher may take one (1) day per death to attend the funeral of any person with administration permission.
 4. Medical or nursing care. The teacher may take three (3) days to make arrangements for medical or nursing care for husband, wife, parents of both husband or wife, children or a member of the same household.
 5. Illness in the immediate family. The teacher may take a maximum of four (4) days per illness of husband, wife, parents of both husband or wife, children or a member of the same household.
 6. Marriage in the immediate family. The teacher shall give two (2) days notice prior to taking leave for a marriage subject to the approval of the Superintendent.
 7. Doctor and dental appointments. It is understood that doctor and dental appointments will be allocated under sick leave as they relate to the illness or condition of the teacher.
- C. Personal Business - Upon prior request to the Superintendent of at least twenty-four (24) hours, two (2) days sick leave may be used each year for personal business. These personal business days do not accrue and have no restrictions on usage other than prior notification; days may not be used before or after holidays; may not be used during

mid-year and final exams and are contingent on the availability of a substitute. Any teacher who has accumulated personal business days prior to 1977-78 may utilize those days with the following restrictions:

1. The business must be one that cannot be conducted before or after school.
2. The days may not be used for recreational purposes. Use of accumulated personal business days is based on the availability of substitute teacher.

- D. If a teacher's service is terminated, voluntarily, or involuntarily that teacher shall receive twenty-three dollars and fifty cents (\$23.50) for each accumulated sick leave day not used up to 110 days.
- E. Jury Duty: Teachers who are called to serve on juries or subpoenaed to serve as a witness shall be granted the difference in daily rate of pay over and above the amount paid by the court. The teacher must provide a court payment voucher. This amount shall be paid at the earliest payroll date.
- F. The Board retains the right to advance or loan individual teachers additional sick leave days in exceptional cases. The teacher must request the additional days in writing to the Superintendent for subsequent consideration by the Board of Education.

ARTICLE XIV

LEAVES WITHOUT PAY

- A. Leaves of absence without pay, fringe benefits, advancement on the salary schedule, or accrual of seniority, for a period of up to one (1) year, may be granted under the following conditions provided request for the leave is made thirty (30) days in advance:
1. Military leaves will be granted under the terms of applicable Federal Law.
 2. A. A leave of absence shall be granted to any teacher for the purpose of child care. Child care may include but not be limited to situations of a seriously ill child, a terminally ill child, the raising of a young child. The child may be of a natural or adopted parental relationship.

The request must be accompanied by supportive evidence submitted by a recognized authority such as a social worker, psychologist, or appropriate medical personnel.
 - B. Pregnancy related leaves shall be granted provided that the teacher notifies the Board in a reasonable length of time of the doctor's medical verification of pregnancy. The leave will commence on the date established by the teacher's doctor. The teacher may not return to work until she presents a written statement from her doctor certifying her ability to resume full teaching duties.
 3. Educational leave may be granted to teachers for one (1) year to attend college as a full-time student.
 4. A teacher whose personal illness or injury extends beyond the period compensated under the Sick Days provision of Article XIII shall be placed on a leave of absence for the time necessary to recover from the illness or injury.
- B. Date of return from any leave under this section shall be established in advance by mutual agreement of the Board and the teacher.
- C. Failure to return from an approved leave on the agreed upon date shall mean the teacher has voluntarily terminated his/her employment with the district.
- C. Written request for an extension of the leave must be received by the Superintendent not later than ninety (90) days prior to the termination date of the leave.

ARTICLE XIV (cont'd)

- E. Upon return from any leave under this section, a teacher shall be placed in his/her former position if available, or in a substantially similar position.

- F. Personal leaves not provided for above may be considered on a case-by-case basis.

- G. Teachers who desire to maintain their medical insurance during the period of the leave may do so by paying in advance the cost of the premium to the Administration.

ARTICLE XV

PROFESSIONAL LEAVE

- A. Professional Days: At the beginning of every school year each teacher shall be credited with three (3) days to be used for the teacher's professional development. The teacher planning to use a professional development day shall seek the approval of the Superintendent at least one (1) week in advance of his absence. Approval by the Superintendent shall be contingent upon the availability of finances and the value to the teacher in his work. Professional development days shall be used for the purpose of: (a) visitation to view other instructional techniques or programs; (b) conferences, workshops, a seminar conducted by colleges, universities, and the MEA and NEA and/or affiliate departments thereof. Professional days shall not be used, (or do not include) supervising students on field trips, conventions for students that need a chaperone, contests for students that need a chaperone, or meetings for students that need a chaperone.
- B. In-Service Education: The Superintendent shall recommend a specific amount in each annual budget for in-service education to the instructional staff. Items that should be included in this appropriation would be expenses and substitute pay to enable teachers to attend educational conferences and meetings; any cost of professional magazines and books that may be approved by the Superintendent. Such articles are to become the property of the school.

ARTICLE XV (cont'd)

- C. All Association Members: All Association members will be excused to attend the regional MEA in-service education day when such a day is scheduled.

- D. Local Association Officers: Local Association Officers will be excused from teaching duties to attend official Association meetings called specifically for officers of local Associations.

ARTICLE XVI

RETIREMENT

- A. In recognition of services to the school district, a retiring teacher shall receive thirty dollars (\$30.) per year for each year of service in the Pickford School District. Payment of this amount shall be made immediately after the employee has received his/her first retirement check from the Michigan Public School Retirement Fund.

- B. The Board of Education will remit five percent (5%) of each teacher's gross salary to the Michigan Public School Employee's Retirement system each pay period.

ARTICLE XVII

GRIEVANCE PROCEDURE

- A. A grievance shall be defined to be a misinterpretation or application resulting in an alleged violation of the terms and conditions of this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outline in this Article.

1. The termination of services of or failure to re-employ any probationary teacher;
2. The placing of a non-tenure teacher on a third year of probation;
3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule;
4. Any matter involving teacher evaluation;
5. It is expressly understood that the Grievance Procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorize a remedy (discharge and/or demotion).

- B. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

- C. The term "days" as used herein shall mean days in which school is in session, except the summer when "days" shall mean days of the week (Monday-Friday).

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

1. It shall be signed by the grievant or grievants;
2. It shall contain the facts giving rise to the alleged violation;
3. It shall cite the section or subsections 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.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. LEVEL ONE - A teacher alleging a violation of the provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within three (3) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within three (3) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within three (3) days appeal same 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 Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association representative an opportunity to be heard at the next regularly scheduled meeting of the board. WITHIN FIVE (5) DAYS OF THE FINAL 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 NO LATER THAN THE NEXT REGULARLY SCHEDULED MEETING OF THE BOARD.

Level Four - If the decision of the Board is unsatisfactory to the Association, it may, within five (5) days of receipt of the Board's Level Three answer, request factfinding concerning the grievance.

A factfinding panel consisting of one (1) Association representative, one (1) representative appointed by the Board, and a third party chosen by the mutual agreement of the parties, shall convene. If mutual agreement cannot be arrived at by parties (1) and (2) above, then a neutral third party will be assigned by the rules developed by the American Arbitration Association. Neither party shall have any power to select or affect the selection of the other party's panel representative. The parties are responsible for their own costs, however, the costs of the Fact Finder shall be shared equally by the parties. The Board and the Association will be bound by the decision of this panel.

- F. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year the strict adherence to the time limits may result in hardship of any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- G. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XVIII

INSURANCE PROTECTION

- A. The Board agrees to raise and cap the limit of the health insurance to that in effect for full family Super Med II MESSA insurance on July 1, 1984.
- B. The Board agrees to provide per month and cap the limit of the rates in effect for MESSA Vision Service Plan II insurance for 1984-85.
- C. The Board agrees to provide per month and cap the limit of the rates in effect for Delta Dental Plan D004 insurance for 1984-85.
- D. The Board agrees to provide per month and cap the limit of the rates in effect for AD&D \$10,000 life insurance for 1984-85.
- E. Teachers who elect to be insured on their spouses health insurance policy will be provided with and have capped the rate in effect for the package plan consisting of Delta Dental Plan D004 (60/60/60), VSP3 vision insurance, and a AD&D \$20,000 life insurance for 1984-85.
- F. Teachers who elect to be insured on their spouses' health insurance policy will be provided with and have capped the rate in effect for the package plan consisting of Delta Dental Plan D004 (60/60/60), VSP3 Vision Insurance, and AD & D \$20,000 Life Insurance, LTD and \$45.00 per month to be applied to a non-taxable MESSA or MEFSA variable option, including annuities. If taxes should become applicable these would be paid by the employee.

ARTICLE XIX

PART-TIME TEACHERS

- A. Part-time teachers shall be advanced one (1) year on the salary schedule for every year they are employed for one-half or more of the teaching hours per year. If a part-time teacher becomes full time, his/her placement on the salary schedule shall be determined by the actual time in active teaching. The salary of a part-time teacher shall be:

$$\frac{\text{number of work hours contracted per year}}{\text{number of hours in total teaching year}} \times (\text{salary step teacher is on})$$

- B. Seniority in teaching shall be computed upon actual number of work periods per school day, i.e. teacher with four work periods shall be credited with 4/7 year seniority at the close of the school year.

ARTICLE XX

PROFESSIONAL STUDY COMMITTEE

To improve communication between teachers and school board, a professional study committee should be established.

1. There is hereby established a permanent "Professional Study Committee," hereafter called PSC, composed of six (6) members, three (3) of whom shall be teachers selected by the Association, and three (3) of whom shall be non-teachers appointed by the Board.
2. The PSC shall meet when a topic is referred by the Board, faculty member, or administrator at a mutually agreed time to discuss and study subjects submitted.
3. The PSC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subjects.
4. All reports of the PSC and its ad hoc committees, including their recommendations, shall be submitted in writing to all members of the PSC.
5. Subjects of study by subcommittees shall include but not be limited to: (1) Discipline policy, (2) Evaluation process, (3) Development of Curriculum. Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved no subcommittee shall be re-activated except by mutual consent of the members of the PSC.
6. The parties agree that the PSC and its subcommittees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for any grievance.
7. Any and all expenses of the PSC shall be borne and controlled by the Board.
8. It is mutually agreed that teachers will be involved in any school plant planning.

ARTICLE XXI

DURATION

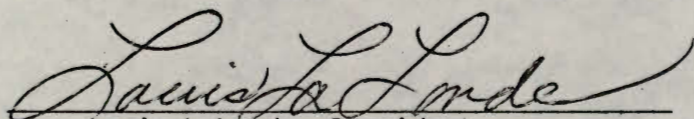
- A. This Agreement shall be effective through June 30, 1987. This Agreement shall expire on the date indicated above and will not be extended unless by mutual agreement by both parties.

ARTICLE XXII

CERTIFICATE OF RATIFICATION

The undersigned, official representative of the Board of Education of Pickford Public Schools and of the Pickford Education Association, hereby certify that the contract language comprising this Agreement has been ratified by a majority vote of the membership of their respective organization.

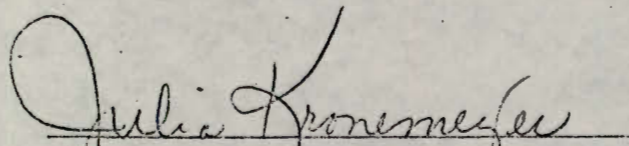
FOR THE PICKFORD EDUCATION ASSOCIATION:


Louis LaLonde, President

Dated

Oct. 22, 1985

FOR THE PICKFORD BOARD OF EDUCATION:


Julia Kronemeyer, Pres.

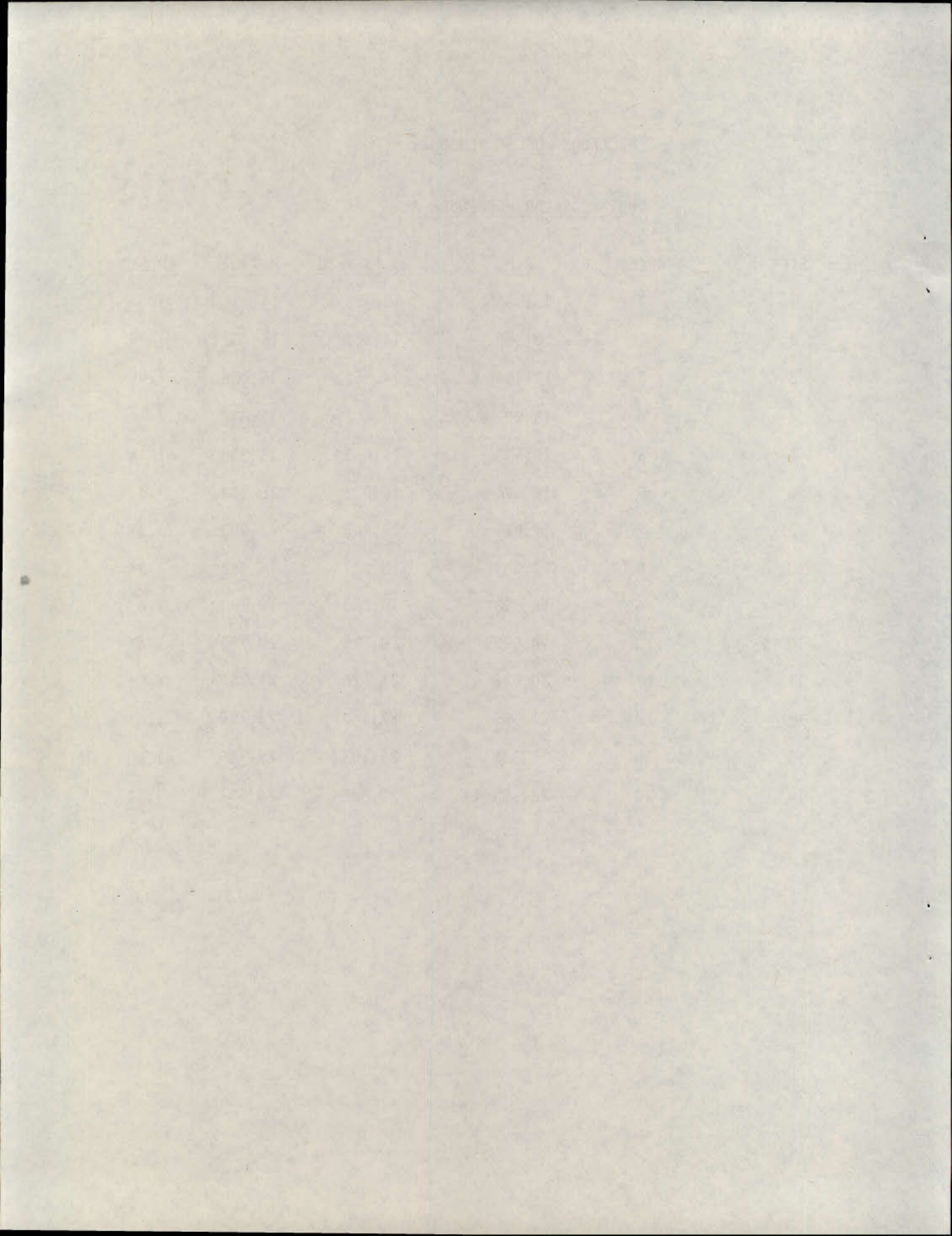
Dated

Oct. 22, 1985

PICKFORD PUBLIC SCHOOLS

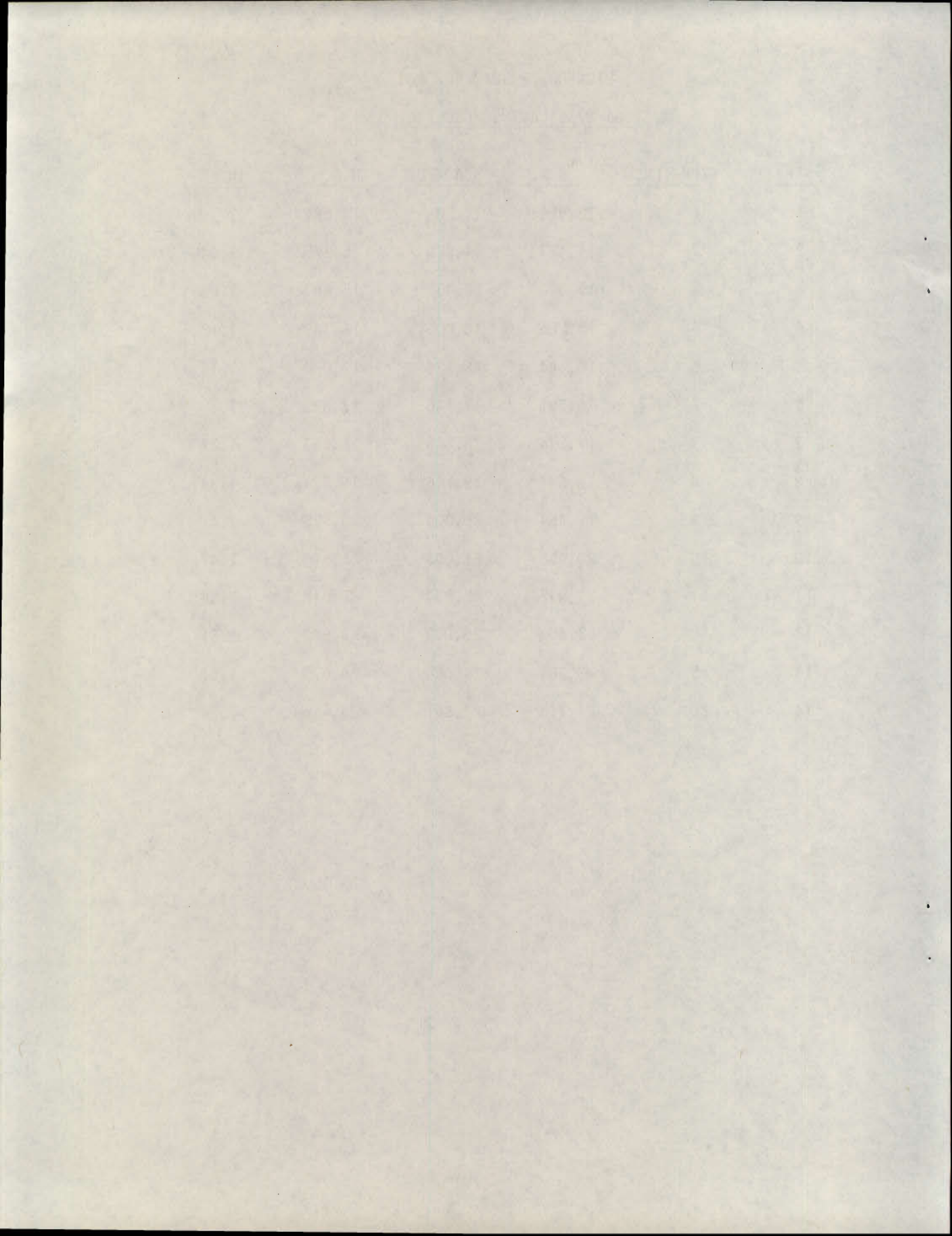
1985-86 SALARY SCHEDULE A

<u>STEP</u>	<u>EXPERIENCE</u>	<u>B.A.</u>	<u>B.A. + 20</u>	<u>M.A.</u>	<u>INDEX</u>
1	1	13,394	13,752	14,136	1
2	2	13,930	14,302	14,702	1.04
3	3	14,466	14,852	15,268	1.08
4	4	15,001	15,402	15,832	1.12
5	5	15,538	15,952	16,398	1.16
6	6	16,074	16,502	16,963	1.2
7	7	17,011	17,465	17,953	1.27
8	8	17,949	18,427	18,942	1.34
9	9	18,753	19,253	19,790	1.4
10	10	19,690	20,215	20,780	1.47
11	11	20,628	21,178	21,769	1.54
12	12	21,565	22,140	22,759	1.61
13	15	22,503	23,103	23,749	1.68
14	20	23,306	23,928	24,597	1.74



PICKFORD PUBLIC SCHOOLS
1986-87 SALARY SCHEDULE A

<u>STEP</u>	<u>EXPERIENCE</u>	<u>B.A.</u>	<u>B.A.+20</u>	<u>M.A.</u>	<u>INDEX</u>
1	1	13,916	14,288	14,687	1
2	2	14,473	14,860	15,275	1.04
3	3	15,030	15,431	15,863	1.08
4	4	15,586	16,003	16,449	1.12
5	5	16,144	16,574	17,038	1.16
6	6	16,701	17,146	17,625	1.2
7	7	17,674	18,146	18,653	1.27
8	8	18,649	19,146	19,681	1.34
9	9	19,484	20,004	20,562	1.4
10	10	20,458	21,003	21,590	1.47
11	11	21,432	22,004	22,618	1.54
12	12	22,406	23,003	23,647	1.61
13	15	23,381	24,004	24,675	1.68
14	20	24,215	24,861	25,556	1.74



SCHEDULE B

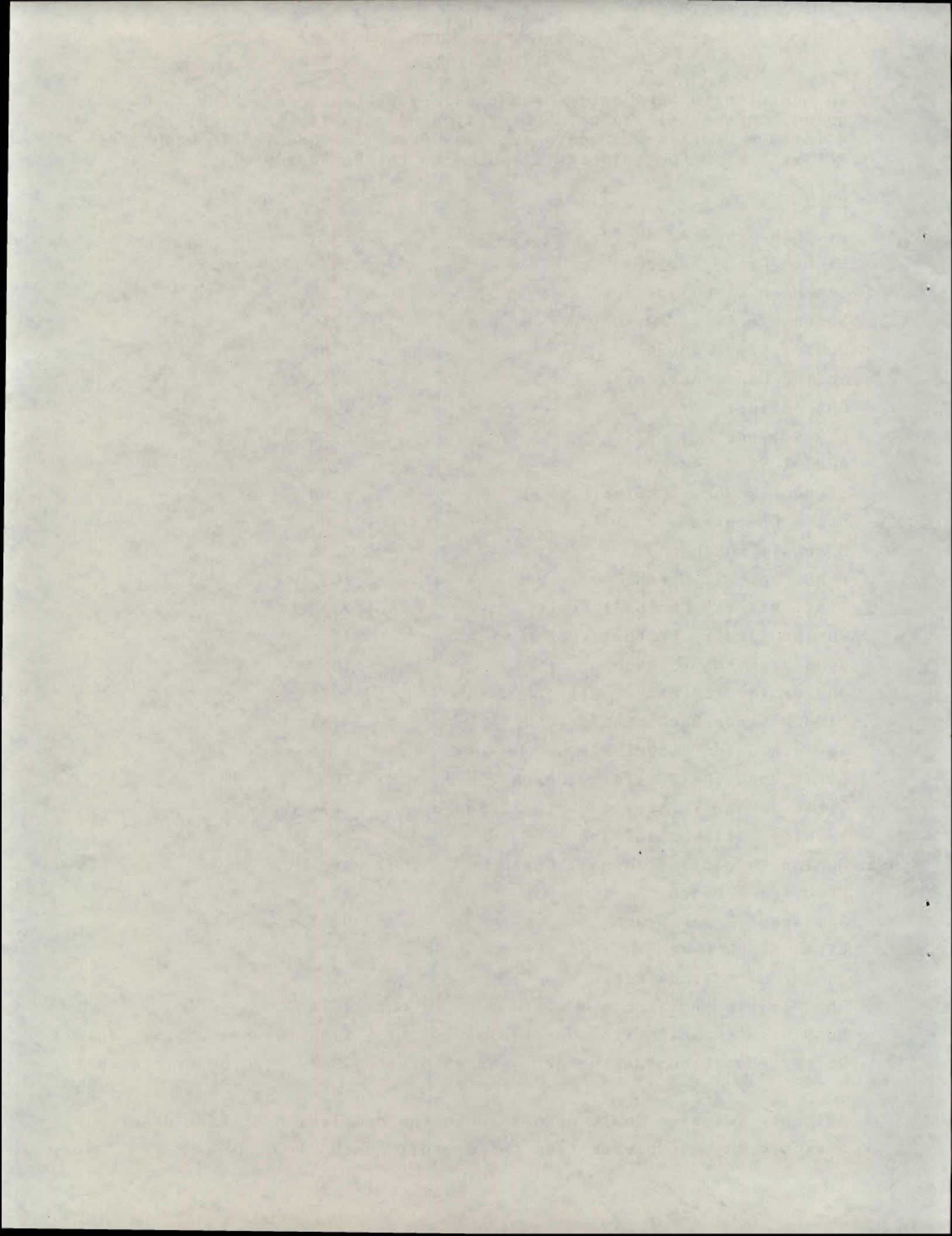
1985-1987

In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following sums listed below. Up to a maximum of five (5) years experience will be granted in each activity with the salaries computed on the BA Schedule.

Duty

Seventh Grade Advisor	1%
Eighth Grade Advisor	1%
Freshman Class Advisor	1.5%
Sophomore Class Advisor	1.5%
Junior Class Advisor	3.5%
Senior Class Advisor	4.4%
FHA Advisor	4.5%
FFA Advisor	4.5%
Annual Staff Advisor	2.0%
Student Council Advisor	3.0%
Drama Coach	3.0%
Baseball Coach	6.3%
Head Football Coach	10%
Asst. Varsity Football Coach	7.3%
Junior Varsity Football Coach	7%
Head Basketball Coach	10%
Junior Varsity Basketball	7.7%
Eighth Grade Basketball	4.5%
Seventh Grade Basketball	4.1%
Girls Basketball Varsity Coach	10%
Girls Junior Varsity Basketball Coach	7.7%
Varsity Volleyball Coach	6%
Junior Varsity Volleyball Coach	4%
Head Track Coach	7%
Assistant Track Coach	5.5%
Girls Track Coach	7%
Junior High Track Coach	4%
Cheerleading Advisor	2.7%
Band Directorship Extra-Curricular	4.5% (85-86) - 5.5% (86-87)
Driver Education Instructor - \$9.25 hr. (85-86) - \$10.00 hr. (86-87)	

All duty salaries shall be paid upon the completion of that duty in a single check separate from the payroll check.



CALENDAR

1985-86

Sept.	3	Tues.	In-Service - Pre-school Conference		
	4	Wed.	First Student Day		
	6	Fri.	1/2 Day - Stalwart Fair		
Oct.	2	Wed.	1/2 Day - In-Service		
	9	Wed.	No School - PDAC Conference		
	18	Fri.	End of 1st CMP	32	Student Days
				34	Teacher Days
Nov.	27	Wed.	1/2 Day - Thanksgiving		
			End of 2nd CMP		
	28-29		Thanksgiving Vacation	28	Student Days
				28	Teacher Days
Dec.	23 - Jan.		Christmas Vacation		
Jan.	2	Thurs.	School Reopens		
	23	Thurs.	1/2 Day - Semester Exams		
	24	Fri.	1/2 Day - Semester Exams		
			End of 3rd CMP	32	Student Days
				32	Teacher Days
	30	Thurs.	Conferences 3:30 - 7:30 P.M.		
Mar.	7	Fri.	End of 4th CMP	30	Student Days
				30	Teacher Days
	24-28	(M-F)	Spring Vacation		
	31	Mon.	School Resumes		
Apr.	25	Fri.	End of 5th CMP	30	Student Days
				30	Teacher Days
May	26	Mon.	Memorial Day - No School		
June	4	Wed.	1/2 Day - Semester Exams		
	5	Thurs.	1/2 Day - Semester Exams		
			End of 6th CMP	28	Student Days
				28	Teacher Days
				180	Student Days
				182	Teacher Days

