

8/1/95



## AGREEMENT

between the

Pinconning Area  
Board of Education

and

Pinconning Area Education  
Association/MEA-NEA

1992-1995

*Pinconning Area School District*

the same time, the *Journal of the American Medical Association* (JAMA) has been the most influential journal in the field of general internal medicine.

There are several reasons why the *Journal of the American Medical Association* has been so successful. One reason is its long history, which has established a reputation for quality and reliability.

Another reason is its broad coverage of medical topics, which makes it a valuable resource for a wide range of medical professionals.

Finally, its commitment to high standards of research and reporting has helped it maintain its position as a leading journal in the field.

As a result, the *Journal of the American Medical Association* has become an essential part of the medical literature, and its influence continues to grow.

In conclusion, the *Journal of the American Medical Association* is a highly respected and influential journal in the field of general internal medicine.

Its long history, broad coverage, and commitment to high standards of research and reporting have all contributed to its success.

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## ARTICLE I - RECOGNITION

- A. The Pinconning Area Board of Education hereby recognizes the Pinconning Area Education Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional instructional personnel employed by the Pinconning Area Board of Education, but excluding all supervisory and executive personnel, office, clerical or non-certificated employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

## ARTICLE II - AGENCY SHOP

- A. On or before the 15th of September of each year, the Association shall notify the Board in writing of the amount of the annual dues payable by members of the Association, and the equivalent amount payable by non-members pursuant to Section 10 [1] (c) and [2] of the Public Employment Relations Act (those who refuse to join the Union for any reason). The Board shall thereupon deduct such amounts in equal installments, begin-

ning with the second check in October and ending in June of each year, from the paychecks of each teacher who has executed an individual contract of employment, and promptly pay such amount over to the Treasurer of the Association.

- B. The parties agree that every teacher regularly employed or permitted to work will be required each school year to sign an individual Contract of Employment as provided in Section 569 of the School Code and that every such contract shall contain the following:

*"This Contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representatives of teachers employed by the Board.*

*The terms of such collective labor agreement are incorporated herein and by accepting this contract, you agree to be bound by all such terms, including wage deduction provisions thereof."*

- C. The Association agrees to indemnify and save the Board harmless against any and all claims, suits, or other forms of liabilities arising out of the Board deducting authorized monies from a teacher's pay.

- D. The right to refund to teachers monies deducted from their salaries under such authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which is by error in excess of the proper deduction.

### ARTICLE III - BOARD RIGHTS

- A. Subject to the provisions of this Agreement, the Board, on its own behalf and on the behalf of the electors of the District, reserves unto itself full rights, authority and discretion in the discharge of their duties and responsibilities to control, supervise and manage the Pinconning Area Schools and its professional staff under the laws and the Constitutions of the State of Michigan and the United States.
- B. The exercise of the foregoing rights, authority and discretion shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the United States.
- C. The parties agree that this Contract incorporates their full and complete

understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

The right to direct the working forces, including the right to hire, promote, transfer, discipline and/or reassign employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this Agreement.

#### **ARTICLE IV - TEACHER RIGHTS**

- A. The Association shall have the right to use school building facilities for professional meetings as long as it does not interfere with the instructional programs or other school sponsored activities and does not take place during normal working hours. A building request form will be filed with the Building Principal a minimum of three (3) working days prior to the scheduled meeting, except in the case of an emergency as determined by the Building Principal. A written reply shall be forwarded to said applicant at least twenty-four (24) hours before the

scheduled meeting. The administration shall retain the right to regulate the use of the buildings or equipment and shall make a Ten Dollar (\$10.00) charge for maintenance, and service costs. Meetings to discuss grades, purchase orders, flower funds, scholarship funds, and other non-union activities shall not be construed as a union meeting for the purpose of assessing a Ten Dollar (\$10.00) fee.

No teacher shall be prevented from wearing an insignia, pins or other identification of membership in the Association either on or off school premises, provided it does not disrupt the normal school process. Bulletin boards shall be made available to the Association and its members for the purpose of posting meeting notices and other legitimate business.

- B. Upon request in writing by the Association, the following reports will be made available within thirty (30) calendar days:
1. Annual Financial Report [Form B] for the year ending as of June 30 after completion of the audit.
  2. Copy of the budget that has been adopted by the Board.



3. List of personnel covered by Master Agreement, including salaries, degree and years of experience in and out of system.
4. Six (6) copies of the current School Board Policies shall be given to the Association. Updated policies will be available within two (2) weeks after adoption by the Board.
5. Five (5) copies of the approved public minutes of the Board of Education meetings will be sent to the President of the Pinconning Education Association upon approval of the minutes.
6. A copy of the auditors report for the year ending as of June 30, after completion of the audit.

## **ARTICLE V**

### **PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this Agreement are set forth in Schedule "A", which is incorporated in this Agreement. Such salary schedules shall remain in effect during the terms of this Agreement.
- B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined in Article X. For extra

work, other than defined in Schedule "A" and in Article VI hereof, the teacher shall be entitled to appropriate additional professional compensation, at his/her professional hourly rate as established in Schedule "A". When attendance at activities other than staff or curriculum meetings not specified in Article VI as part of the regular teaching duties is required, he/she shall be paid at his/her professional hourly rate as established in Schedule "A". Daily preparation for effective teaching, correcting papers, themes, attending staff meetings require many hours of application outside the classroom and add to the professional responsibilities of the teacher. In addition, requests are made for attendance at staff conferences, parent-teacher conferences, PTA meetings, and the like, which requests can become excessive.

It is mutually agreed that if required attendance at staff meetings beyond their normal workday shall exceed three (3) fifty-five (55) minute periods per month, the Board will pay the teachers for any hours in excess thereof at the teacher's hourly rate. These meetings will be held on the first, second or third Monday of the month. However, if there is no school on the first, second or third Monday, then the meeting may be

rescheduled with a 24-hour notice. It is understood that staff meetings for elementary and secondary teachers will begin no later than fifteen (15) minutes after the students are dismissed or end fifteen (15) minutes before the students arrive. The Principal may excuse any teacher from attendance. The meeting times will be mutually agreed upon by the building Principal and the staff.

- C. A teacher released during the school day to engage in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, shall be released from regular duties without loss of salary.

## **ARTICLE VI - TEACHING HOURS**

The teaching hours covered in this Section shall be in effect during the normal school operation; however, in the event of a financial crisis in the District, or in the event of overcrowding in a given school or classroom situation, the Board and the Association agree to immediate negotiations.

- A. The teacher's normal work hours shall fall between 7:00 a.m. and 4:00 p.m.

Hours of Kindergarten shall be fixed by the Superintendent at the beginning of

each semester but shall be, in no event, longer than the foregoing.

If necessary to provide special programs, a teacher may have a schedule consisting of a combination high school (9-12)/middle school (7-8)/elementary (K-6). In no event will the total time be in excess of the regular day. The hours will be continuous with the exception of a lunch period. This Paragraph refers to Band, Vocal Music and Library.

1. High School and Middle School (7-12)  
7:00 a.m. - 3:00 p.m. Teacher work-day includes:

5 hrs. Instruction and pupil contact time. [5 classroom periods, including passing time.]

1/2 hr. Duty-free Lunch

1/4 hr. Duty-free recess or break in conjunction with conference period.

3/4 hr. Prep and/or parent/principal or student conference period.

1/4 hr. Prep and/or parent/principal or student conference period before school.

1/4 hr. Prep and/or parent/principal or student conference period after school.

1/2 hr. Prep and/or parent/principal or student conference period to be worked at the beginning or end of the school day. **(NOTE: This period will be selected by the individual teacher on the first day of each semester, with the exception of days when staff meetings are scheduled.)**

7-1/2 Consecutive hrs TOTAL (6-3/4 hr workday)

2. Elementary (K-6) 7:45 a.m. - 4:00 p.m.  
Teacher Workday.

5-1/4 hrs. Assigned to teachers

3/4 hr. Duty-free lunch

1/2 hr. Duty-free recess

1/4 hr. Conference before school

1/4 hr. Conference after school

1/2 hr. Prep and/or parent-principal or student conference period to be worked at the beginning or end of the school day. **(NOTE: This period will be selected by the individual teacher on the first day of each semester, with the exception of days when staff meetings are scheduled.)**

7-1/2 Consecutive hrs TOTAL (6-3/4  
hour workday)

- a. All elementary teachers, who remain in the classroom with their students the first fifteen (15) minutes of the lunch period daily, shall be given fifteen (15) minutes off the regular workday. Thus, those teachers who volunteer and are approved by the Principal will be allowed to leave twenty (20) minutes early.
- b. Teachers will be in or near their first teaching assignment fifteen (15) minutes before school begins for students.
- c. Whenever an Elementary Music Teacher or Elementary Physical Education Teacher is present in a classroom and assumes the teaching responsibility for that class, the regular Classroom Teacher will not be required to stay in the area where Music or Physical Education is being taught. This time shall be used to work on the Developmental Learning Program for students assigned to them under the direction of the Building Prin-

cipal. If no other area is available, the Principal may require the teacher to remain in the classroom. In the absence of the regular Music or Physical Education Teacher, the Administration agrees to provide a substitute teacher after the second consecutive day.

### 3. General Conditions:

- a. The hours of the normal working day may be adjusted to allow for parent attendance at parent-teacher conferences. It is accordingly agreed that the Board will not compensate teachers for the change.
- b. It is also agreed that on parent-teacher conference days, the starting time for teachers will not be later than 12 o'clock noon. In this instance, the workday will be no longer than a regularly scheduled day. Teachers shall be notified of the parent-teacher conferences no less than two (2) weeks prior to the scheduled parent-teacher conference date and time.

- c. Public Act 25/NCA (North Central Association of Colleges and Schools) released time is considered for the purpose of this document to be a regular teacher day.

## ARTICLE VII - TEACHING ASSIGNMENTS

- A. Since the educational program can be generally enhanced when teachers are working in their area of competency, teachers shall not be assigned, except temporarily and as a matter of educational expediency, outside the scope of their teaching certificates or their major or minor field.
- B. Teachers to be affected by changes in assignment as defined below, will be consulted by the Board representatives as early as practicable.
1. Teachers will be notified of their tentative assignment on or before the last teacher workday of the school year. A change in assignment shall be defined to be a deviation from the following:  
Secondary School (7-12): Major field of preparation or current teaching minor field, and NCA standards by 1994-95.



Elementary School (K-6): Kindergarten, Early Elementary [grades 1 thru 3]; Later Elementary [grades 4 thru 6], and NCA standards by 1994-95.

2. Every effort will be made to avoid reassigning non-experienced (two years or less) probationary elementary school teachers to different grade levels unless the teacher requests such change.
3. In the event of unexpected change in the student enrollment, a teacher will be notified of an assignment change no later than the fifth (5th) working day of school.

#### **ARTICLE VIII - LAYOFF AND RECALL**

- A. The Association and Board agree that the following conditions may necessitate a reduction in professional teaching staff:
  1. Financial crisis in the District.
  2. Substantial reduction in student enrollment.
  3. Building closure, building realignments, cooperative education programs, TWIT (Two-Way Interactive Television).

B. Should layoff of professional staff seem likely, the Association shall be contacted immediately. Possible alternatives to resolution of the crisis shall be discussed. If layoff of teachers is deemed necessary, the following procedure shall be used:

1. Teachers who may be laid off shall be given at least sixty (60) days notice except in the case of financial crisis.
2. For the purposes of this Article, "seniority" is defined to mean the amount of time an individual is continuously employed as a certificated teacher with the school district. Part-time employees working one-half (1/2) or less of the full academic year shall have their seniority on a prorata basis. The full academic year at the secondary level will be less than 1,295 hours, and a full academic year at the elementary level will be less than 1,248 hours. That is, they shall receive one-half (1/2) year seniority for said academic year if they have worked at least 644 hours at the secondary level, and at least 620 hours at the elementary level. An employee on an authorized, unpaid leave of absence shall not accrue

additional seniority while on leave, but shall be deemed to be continuously employed. An employee shall lose his/her seniority when he/she resigns, retires, or is discharged for cause. (The prorating of seniority shall not begin until the 1984-85 school year.)

3. All teachers shall be ranked on the list in order of their effective date of employment. A seniority list shall be mutually agreed upon by the representatives of the Association and the Board. Within fifteen (15) days after publication of this Master Agreement, the Pinconning Area Education Association will submit a teacher seniority list, it will then be placed on the teachers' Bulletin Board for fifteen (15) days. If there are no corrections by the teachers, the seniority list shall stand as posted.

In the circumstances of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the

drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.

4. Probationary teachers shall be laid off first.
  - a. A probationary teacher shall not be laid off unless there is a tenured teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating; or
  - b. Unless the position that the probationary teacher is vacating is being eliminated altogether.
5. If the reduction of teaching personnel is still necessary, then tenured teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereafter provided. Lay-offs 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.

6. A tenured teacher who is laid-off pursuant to this Article has the right to be placed in a teaching position for which the teacher is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purposes of this Article *qualified* shall be defined in the following manner:
- a. For placement in a K-6 grade level elementary classroom position, a tenured teacher is qualified if the teacher has elementary certification and meets NCA standards.
  - b. For placement in a middle school (7-8) classroom position, a tenured teacher shall be considered qualified if he/she has certification K-8 or 7-12 and meets NCA standards.
  - c. For placement in a secondary teaching position (9-12), a tenured teacher is qualified if the teacher has a major or minor in the specific subject area and meets NCA standards.
  - d. When an assignment has been made involuntarily and the Superintendent determines a need for

additional training in the subject area, the Board shall pay the cost incurred for the additional academic training upon submission of an itemized statement of costs limited to tuition, required textbooks, and mileage not to exceed sixty (60) miles one way.

7. All teachers shall maintain their sick leave benefits and seniority upon re-entrance to the System. Sick leave days and seniority do not accrue while on layoff.

8. A teacher may apply for, and if mutually agreed to, may receive a voluntary layoff in a situation where the Board of Education has determined that teacher layoffs are necessary.

C. Recall of teachers shall be in the inverse order of layoff (i.e., those laid-off last will be recalled first, provided that a teacher, in order to be reassigned, shall be certified and qualified as defined in this Article).

## ARTICLE IX - TEACHING CONDITIONS

A. The Board shall furnish, without charge, gym uniforms for all physical education

teachers, smocks for art teachers, home economics, industrial education and science teachers. Laundry of uniforms shall be the responsibility of the teacher.

- B. 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, chalkboards, blackout curtains, and similar materials are tools of the teaching profession. The Board agrees that the professional staff will be involved in selecting and recommending appropriate instructional tools and that every effort will be made to implement the recommendations as presented through the various departments and committees.
- C. The Board agrees to relieve the teachers of non-instructional duties as much as is practicable.
- D. The Board shall make available in each school building a restroom and lavatory facility exclusively for professional staff use and at least one (1) room appropriately furnished, including one (1) typewriter and one (1) adding machine, which shall be reserved for use as a faculty lounge and lunchroom in

which no use of tobacco products will be permitted. There shall be no structural modification of any kind in these lounges without the written permission of the Superintendent of Schools. Further, these rooms shall be open for inspection by the administration at all times.

E. School telephone facilities shall be made available to teachers for their reasonable use in the faculty lounge. Long distance calls shall not be made on these telephones unless one of the following conditions exists:

1. The phone call is credited to your personal credit card number.
2. The telephone call is credited to your home phone number.
3. The charge for the telephone call is transferred to the person who is being called (collect call).

F. Adequate parking facilities shall be made available to teachers for their use with teachers required to use designated areas.

G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or poli-



tical activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board; yet, if such teacher's personal activities impair his/her ability to teach or impairs the teacher-student relationship, or disrupts the educational process, it shall be a matter of concern of the Board and action commensurate with the facts may be undertaken.

- H. In any situation of severe weather, when in the opinion of the Superintendent of Schools or his/her delegated representative, it is necessary to close all schools, teachers will be notified through a teacher participation telephone fanout that they will not be required to report for work. Administration will begin the fanout by contacting the building faculty President who will implement the procedure. In the event that the building President cannot be reached (such as disrupted telephone service), in no way will the school be responsible for any additional compensation to any employee. Administration will provide the Association with a listing of radio and television

stations to be used for each school year.

Similarly, if all schools are closed by the Superintendent because of severe weather after classes have commenced, teachers will be permitted to leave after receiving permission from their Building Principal; except that teachers may not be retained beyond one (1) hour after dismissal of students by the Building Principal. However, in the event a school(s) is closed because of heating plant failure or other similar emergency, teachers will be subject to assignment of pre-planned educational activities which will be mutually agreed upon by the teachers and the Building Principal and/or the Superintendent or his/her delegated representative.

1. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, and which must be made up due to state mandate shall be made up as follows:

The Association shall decide the make-up dates and the sequence of dates and shall submit a list of those dates to the Board not later than February 15.

2. In the event there is a change in the Michigan State School Aid Act wherein inclement weather days do not have to be made up, the language in paragraph 1 above shall be void and the parties will abide by the language stipulated in Paragraph H. above.

## ARTICLE X - CLASS SIZE

- A. Senior High - A maximum of 33 (thirty-three) students per academic classroom. However, the Board will attempt to maintain an average of 30 (thirty), or less, per classroom district-wide. Basic English, Expository/Creative Writing, and Journalism classes shall be limited to 25 (twenty-five) students maximum.

Middle School - A maximum of 32 (thirty-two) students per academic classroom. However, the Board will attempt to maintain an average of 29 (twenty-nine) students, or less, per academic classroom.

Upper Elementary [Grades 4-6] - A maximum of 31 (thirty-one) students per academic classroom. However, the Board will attempt to maintain an average of 28 (twenty-eight) students, or less per academic classroom, district-wide.

Lower Elementary [Grades K-3] - A maximum of 27 (twenty-seven) students per academic classroom. However, the Board will attempt to maintain an average of 24 (twenty-four) students, or less, per academic classroom, district-wide.

1. Should a split class (a class in which two grade levels are taught in a self-contained classroom) be necessary, a maximum of 25 (twenty-five) students will be maintained.
  2. The foregoing standards are subject to modification for educational purposes such as specialized or experimental instruction (e.g., team teaching, physical education, band, and vocal music). **NOTE: If additional classrooms become available and the Board accepts the Superintendent's proposal, the Board and the Association shall commence immediate negotiations concerning class size.**
- B. Children shall not be assigned to any classroom in larger numbers than the capacity of the teaching facilities available in the classroom.
- C. Secondary teachers shall not be required to teach more than two (2) fields, or

more than three (3) teaching preparation classes. A teaching preparation is defined as each course having a different text and/or title, or each course having the same title and using the same text, but offered to classes of differing ability and/or achievement levels such as English 8A or 8B.

Upon written notification to the Association, teachers may, at their option, consent in writing to a schedule necessitating more than three (3) preparations; however, refusal to consent shall in no way enter into, in whole or in part, any evaluation of a teacher.

- D. An involuntary assignment of an academic preparation for a teacher for one (1) semester only may be made where a class cannot be conducted except for the involuntary assignment. The purpose of this paragraph is to enhance the educational opportunities of the students.

#### ARTICLE XI - VACANCY

- A. A teaching "vacancy" is defined as an opening in a teacher's minor or major field of accreditation or in the case of elementary teachers, lower or upper elementary. A vacancy is defined as a non-administrative professional opening in the building in which a teacher is

employed, or an educational unit defined as High School (9-12), Middle School (7-8), or Elementary (K-6).

- B. If a teacher is interested in changing his/her assignment, he/she shall submit a letter to the Superintendent so stating. This should be submitted by the end of the school year for consideration during the non-posting period.
- C. When the Administration determines that a teacher vacancy or a new position is created, the following procedure will be used:
1. Tenured teachers who are certified and have a major or minor in the subject area of the opening may apply.
  2. When certification, seniority and North Central Accreditation Standards are equal, the Board will consider evaluations and graduate work.
  3. The Superintendent will post notice of the vacancy for a period of fifteen (15) normal workdays between May 1 and July 1.
  4. The Superintendent will notify the President of the PAEA of any vacancy

to be posted. From the end of the teacher's workyear until July 15th, postings will be sent only to those teachers who are presently on the staff who are certified and qualified. Extending the posting date to July 15th does not negate the teacher's responsibility to resign sixty (60) days before September 1 of any school year.

5. During the school year, vacancies will be posted for five (5) days. Any job vacancy to be filled during the school year shall normally exclude teachers currently employed by the Board unless the administration determines that the move would be in the best interest of the students. Vacancies created during the school year will be assigned to new staff members on a temporary basis for the remainder of the school year. If the vacancy exists at the end of the school year, the vacancy will once again be posted.

6. There shall be no more than one (1) successful bid permitted in any two (2) year period.

D. Vacancies created by quits or resignations after July 1 need not be posted and may be filled on a permanent basis.

- E. Between May 1 and July 15, any tenure teacher may apply for a posted vacancy for the ensuing year for which they are certified and qualified. Teachers who are certified and qualified for a posted position that was received by the Administration on or before June 30th, may make application for said position until 4:00 p.m. on July 15th. If July 15th falls on a Saturday or Sunday, then the application will be received until 4:00 p.m. on the following Monday.

## ARTICLE XII - TRANSFERS

### A. VOLUNTARY.

1. A "*transfer*" is defined as a change from one educational unit to another educational unit. An "*educational unit*" is defined in our system as: High School (9-12), Middle School (7-8), or Elementary (K-6) buildings.
2. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another school building shall file a written statement of such desire with the Superintendent or designated person in his/her office not later than the last day of school. Such statement shall include the grade and/or sub-



ject to which the teacher desires to be assigned and/or the school building(s) to which he/she desires to be transferred. Where such request contains a multiple choice, the grades, subjects, or schools shall be listed in order of preference. Teachers shall have the option of talking to the principals involved. All such requests shall have a written reply.

3. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system as determined by the administration.
4. Teachers desiring such transfers shall make their desires known, and be given consideration according to the criteria as set forth in Article XI. C. 2.

## B. INVOLUNTARY.

An involuntary transfer should be avoided as much as possible and used only as a last resort. It will be used only when necessitated by the educa-

tional needs of the District or for other good causes: i.e., declining enrollment, shifting student population, or lack of teaching assignments. When an involuntary transfer is necessary, the teacher with the lowest seniority who is qualified will be moved. Teachers will be notified of all foreseeable involuntary transfers on or before being given their teaching assignments for the next school year. If unforeseen circumstances necessitate involuntary transfers after this date, teachers and the Pinconning Area Education Association will be notified as soon as possible. Under this procedure no more than three (3) involuntary transfers will occur in any one (1) year.

If unusual or extreme circumstances require more than three (3) involuntary transfers in one (1) year, the Superintendent and/or Board Representative will meet with the Pinconning Area Education Association leadership and/or negotiating team to sign a *Letter of Intent* to agree upon the procedure to be followed, and to limit the number of involuntary transfers required.

1. When involuntary transfers are necessary, a teacher's area of competency, major and/or minor field of study, quality of teaching

performance, and length of service in the School System will be considered, together with instructional requirements and staff availability, in determining which teacher is to be transferred.

2. An involuntary transfer will be made only after a meeting between the teacher and the principals involved, at which time the teacher will be notified of the reasons for the proposed transfer. No transfers will be made after the fifth (5th) day of the school year.
3. Teachers who are involuntarily transferred will be transferred only to a substantially equivalent position. The term "substantially equivalent position" is construed to mean the same grade or grades previously taught or as close thereto as possible at the time of the transfer, and in no event outside the teacher's area of certification.
4. No teacher shall be involuntarily transferred more than once in a three (3) year period.
5. Involuntary transfers from one grade to another within the same building

may be unavoidable, but shall be for good cause.

## ARTICLE XIII - LEAVES OF ABSENCE

### A. SICK LEAVE.

1. All teachers employed by the Pinconning Area School System shall be entitled to ten (10) sick leave days per year, cumulative to one hundred sixty-six (166) days. Teachers absent from duty on account of illness or other approved reasons as stated in this Agreement may draw from their accumulated sick days.
  - a. Personal illness shall be described and attested to by the employee through the completion of a sick leave form furnished by the school, upon the return of the employee to school.
  - b. During the term of this Agreement, all full-time and regularly employed part-time teachers covered by this Agreement shall be entitled to paid sick leave on a full participation or pro-rata basis in accordance with the following:

- (1) Sick days are intended to be used in cases of personal illness and/or injury to the teacher, spouse, or unmarried minor children or children in college.
- (2) Elective surgery or treatment unrelated to preservation of health and which may be postponed to non-school year time are not covered by sick days.
- (3) Teachers shall be informed of a telephone number they should make every effort to call at least one (1) hour before school is scheduled to begin 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.

A telephone number shall be available that high school/middle school teachers may call up to three (3) hours prior to the opening of school in case of illness or emergency.

- (4) Teachers will try to plan medical or dental appointments or treatments at a time other than the school day except in case of illness or emergency.
- (5) The Board can require, at its expense, an examination of a teacher by a physician mutually agreed upon by the Board and the Pinconning Education Association when a situation develops in the opinion of the Superintendent that the teacher's pattern of absenteeism has a disruptive influence on the education of students. In the event that the physician's diagnosis indicates that the teacher is unable to provide reasonable attendance to the educational needs of the students, the Board reserves the right to place the teacher on an involuntary sick leave.

Once a teacher is placed on involuntary sick leave, he/she can return to work

upon presentation of a doctor's release from his/her personal physician releasing him/her to resume work. The Board reserves the right to have the employee reevaluated by the Board's physician. A teacher's accumulated sick days and the sick leave bank may be used while on involuntary sick leave.

**B. ILLNESS IN FAMILY.**

1. Leave of absence with pay, chargeable against the teacher's sick leave allowance shall be granted for the following:

- a. A maximum of three (3) days per school year for an illness of a person who is a member of the immediate family. Immediate family shall be defined as children not covered under Paragraph 1. (b) [1] above: father, mother, brother, sister, mother-in-law, and father-in-law.

**C. SICK LEAVE REIMBURSEMENT.** A teacher not using any sick leave days during the school year will receive Two Hundred

Dollars (\$200.00) at the conclusion of the fiscal year.

D. NON-CHARGEABLE LEAVE. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox shall suffer no diminution of compensation and shall not be charged for sick leave.

E. SICK LEAVE BANK.

1. To afford the maximum protection against a prolonged illness, the following Sick Leave Bank shall be established and each teacher shall participate as follows:

a. Subsequent new employees will contribute one (1) sick leave day to the Bank from their first leave allowance.

b. When the Sick Leave Bank balance falls below thirty-five (35) days, the Board will assess each teacher one (1) day of his/her accumulated sick leave days. One hundred percent (100%) of the teachers are required to participate, except those that are presently drawing from the sick leave bank.

c. A Review Board will be established to grant or suspend sick days from



the Bank. Its judgment and/or decisions will be final. The Review Board will consist of two (2) members of the Pinconning Area School Board or its representatives, two (2) members of the Pinconning Area Education Association and one (1) member, mutually agreed upon, from the Business Community. Under no circumstances shall a teacher serving on the Review Board be involved in reviewing his/her own application. In such a case, the Association will select an interim representative.

- d. Upon depletion of a teacher's own accumulated sick leave, he/she must file an application to participate in the Sick Leave Bank. The illness must be for three (3) consecutive days to be eligible for withdrawals unless it is related to a previous prolonged illness.
- e. Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member of the Bank.
- f. If it appears that an individual is abusing the above policy, the Review Board may direct said individual to

be examined by a doctor of the Review Board's choosing to determine if the illness is valid.

- g. At no time, as long as this is in the Contract, will the Pinconning Area Education Association ask the Board to contribute any sick days.
- h. The Sick Leave Review Board will consider all applications within the following guidelines:
  - (1) Upon approved application, withdrawals may be made for up to the balance of the school year, but in no event will the withdrawal exceed two-thirds (2/3) of the regular school year.
  - (2) If the teacher is qualified to receive compensation from Teacher's Retirement Disability, Social Security Disability, or Worker's Compensation, they shall make application for same and upon approval from this source of compensation, stop drawing days from the sick leave bank provided the total compensation is not more than nor less than the teacher's normal regular salary.

- (3) The Sick Leave Bank cannot be used for elective or cosmetic surgery.

## F. FUNERAL LEAVE.

1. Leave of absence with pay, not chargeable against leave allowance described in "A", shall be granted for the following reasons:

- a. A maximum of five (5) days per death per school year for a death in the immediate family. Additional days at the discretion of the Administration.

- (1) Immediate family shall be defined as husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law.

- (2) Leave of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reason:

- (a) A maximum of three (3) days for the attendance at the funeral services of a person who is a sister-in-

law, brother-in-law,  
niece, nephew, grand-  
parent, aunt and uncle.

- (3) Teachers will be entitled to a leave of absence of up to one (1) day, but not less than one-half (1/2) day, without pay, at their request for a funeral not covered by the provisions of the present Contract, and providing 24-hour notice is given.

G. JURY DUTY. Leave of absence with pay not chargeable against leave allowance described in "A" shall be granted for jury service. The teacher must notify the Superintendent immediately after being called for jury service and present a letter to the Court asking to be excused or deferred from jury service because of teaching children. The request to be excused or deferred until the summer months. A copy of that letter needs to be sent to the Superintendent so that payment for jury services will be forthcoming. If a teacher serves on a jury, he/she will turn over pay received for time on jury if it coincides with a school day, and will receive his/her full teaching pay.

- H. COURT APPEARANCE. Leave of absence with pay not chargeable against leave allowance described in "A". Court appearance as a witness in any case connected with the teacher's employment at the school, or whenever the teacher is subpoenaed to attend any proceeding. Witness fees shall be turned back to the Pinconning Area Schools.
- I. VISITATIONS, CONFERENCES AND CONVENTIONS. Upon proper application and approval by the Superintendent, teachers will be allowed to visit other schools for attendance at educational conferences or conventions.
- J. ASSOCIATION BUSINESS. Two (2) days per year shall be granted with pay for Association business. Up to three (3) additional days may be granted for Association business without pay. The Association agrees to pay for all substitutes for any Association business.
- K. BUSINESS DAYS. *Personal business* is defined as an activity that requires the teacher's presence during the school day.
1. Three (3) days per year shall be provided each teacher other than a substitute as leave for business

reasons. Days will be granted only in the present school year.

2. Unused business days will be credited to the teacher's accumulated sick leave.
3. Business days will be granted provided application for personal business days have been applied for at least one (1) week in advance. However, on short notice (less than one [1] week) business days will be granted provided a satisfactory replacement can be obtained.
4. Business days shall not be approved during the last five (5) student days of the school year.
5. Limit: Not more than eight (8) teachers shall be granted any one (1) day.
6. Procedure:
  - a. Business days will be granted in order of applications received (effective date is the date the principal signs the leave request).

- b. If there are more requests received for the same day that goes over the eight (8) allowed per day, then seniority shall be used to determine granted days prior to twenty (20) working days before the leave date. Thereafter, days shall be granted according to date received. If two (2) or more individuals apply for the same date, then seniority shall be the determining factor. If two (2) individuals have the same seniority, then a flip of the coin shall be used to determine who will be granted leave.

L. SHORT-TERM LEAVE. A short-term leave, without pay, may be applied for and may be granted for up to a total of five (5) school days per school year upon proper application by the teacher.

1. Leave time cannot be taken in less than one-half ( $\frac{1}{2}$ ) day segments.
2. Leave time cannot be taken during the first week of the school year. The last week of the first semester, the last two (2) days of attendance for seniors, or the last three (3) days of the teacher's workyear.

3. All leaves under this Article must be applied for and approval received seven (7) calendar days before the leave is to commence.
4. No more than four (4) teachers may be off on a short-term leave on any one workday.

M. STUDY AND RESEARCH LEAVE. A leave of absence without pay shall be granted upon approval for the purpose of study and research. Upon expiration of said leave, a teacher will be placed on the staff in any position for which he/she is certified, if an opening exists. A teacher shall return from such leave with the same seniority and sick leave accumulation as when the leave was granted. In order to apply for leave, a teacher must be on tenure and have a minimum of three (3) years seniority in the system.

Teachers, who have been granted a study or research leave, will take graduate courses no less than (6) semester hours per semester, and will attend two full semesters. For the writing of a dissertation and other special projects, the above can be waived by the approval of the administration.

N. SENIORITY LEAVE. A teacher, who is on



tenure and has a minimum of three (3) years seniority in the system, may apply for and shall be granted a leave of absence without pay for no longer than one (1) year. This type of leave of absence shall be granted only from the first day of school until the end of the same school year. Such leave shall be requested by July 1st.

A teacher on a seniority leave must re-apply in writing for reemployment for the following year to the Superintendent no later than April 1st. If written notification is not received by April 1st, said employee's contract will automatically be terminated.

#### O. SABBATICAL LEAVE:

1. Section 380.1235 of the School Code allows the Board to grant a sabbatical leave to teachers holding Life, Permanent, or Continuing Certificates, who have been an employee of the District for a period of seven (7) consecutive years. Section 380.1235 limits the leave to two (2) semesters and provides that upon return the teacher shall be restored to his/her position, or a position of like nature, seniority, status and pay.

a. Subject to applicable Michigan Statutory provisions and any amendments thereto, the Board may grant sabbatical leaves for study, at one-half (1/2) base pay, providing:

(1) Not more than 1% of the teachers in the school system shall be absent on sabbatical leaves at any one time.

(2) Requests are made in writing to the Superintendent on or before February 1 of the school year preceding the school year for which the leave is sought.

(3) The teacher shall agree to remain in the employment of the District for a period of not less than one (1) year following his return from sabbatical leave.

(4) The employee on sabbatical leave will be required to file three (3) reports with the Superintendent. One report shall be presented during the sabbatical containing ideas and objec-

tives which may be utilized upon returning to the school system.

One report each semester will be submitted during the year after the person returns from his/her sabbatical.

- (5) Teachers who have been granted a sabbatical leave shall be required to take a minimum of ten (10) semester hours for two full semesters. For the writing of a dissertation, the above hours may be waived by the Superintendent.
- (6) Approval by the Board will be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave. Upon return, the teacher shall be entitled to advance to the next level of the salary schedule providing all requirements of the sabbatical leave policy have been fulfilled satisfactorily.

- (7) During the sabbatical leave, leave, the sick leave policy will not apply. Sick leave days shall not accrue, but unused sick leave days held at the start of the sabbatical leave shall be reinstated.

**P. MATERNITY/CHILD CARE LEAVE.**

**Maternity leave is available to female teachers during the normal school year.**

1. A leave of absence chargeable to sick leave shall be granted for a period of up to forty (40) working days.
2. A child care leave is available for male or female teachers, without pay or without paid benefits, for the remainder of the semester the pregnancy or adoption occurs in or for the remainder of the school year if desired.
3. A teacher having been duly granted a child care leave must, to retain his/her rights with the School District, apply for reemployment on or before April 1st prior to the school term for which reemployment is desired.

Q. PEACE CORPS LEAVE. A leave of absence will be granted for up to two (2) years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in this Agreement. Such teacher, in order to take advantage of this subparagraph must make application for reemployment with the District within ninety (90) days after discharge from the Peace Corps; and provided, further, that such teacher reports for his teaching assignment at the outset of the semester immediately following such application for reemployment.

R. ASSOCIATION OFFICE LEAVE. Teachers, who are officers of the Association, or are appointed to its staff may upon proper application be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

S. MILITARY LEAVE. Military leaves without pay shall be granted to teachers, who are drafted into military service in any branch of the armed forces of the United States within the meaning of the

Selective Service Act of 1967, herein called the Act, or a similar Federal law in the time of National Emergency.

Such teacher must return to his/her teaching duties at the end of his/her first tour of duty and shall be given the benefit of any increments and such leave allowances which would have been credited to them had they remained in active service with the School System; provided, however, that such teacher shall make application for such reemployment within ninety (90) days after honorable separation from the Armed Forces, and provided further that such teacher reports for his/her teaching assignment at the outset of the semester immediately following his/her application for reemployment. The above provision applies to persons who qualified for a Michigan Regular Teaching Certificate prior to active military service, and was an employee of the Pinconning Area Board of Education at the time he/she was drafted into the military.

- T. PUBLIC OFFICE LEAVE. A teacher elected or selected for a full-time public office which takes them from their teaching duties with the School System shall, upon prior written request, receive a leave of absence without pay for the terms of such

office, or three (3) years, whichever is less, and upon their return shall be placed on the next step of the salary schedule.

It is recognized that teachers have the right to serve in, or be elected to public office, less than full-time. However, such service shall not be permitted to interfere with the educational process of any teacher's contractual obligation of employment.

- U. All paid leaves of absence will include paid benefits per contract.

#### ARTICLE XIV - TERMINAL LEAVE

- A. Eligibility will be governed by the following:

1. He/she must have seventeen and one-half ( $17\frac{1}{2}$ ) or more years of service with the Pinconning Area Schools, or have attained the age of fifty-five (55) years and have fifteen (15) years of service in the school system.
2. He/she must have been employed by the System for one or more years following ratification of this Agreement.

3. A teacher, who leaves the System before qualifying for terminal leave payments, shall forfeit all rights for payment. If a teacher is granted a leave of absence for one semester or more, then he/she shall not accumulate terminal payment time during the leave. However, time accumulated before or after a return from leave shall be considered terminal leave accumulated time.

B. Terminal leave pay shall be computed as follows:

1. Forty Dollars (\$40.00) shall be paid for each year of service up to a maximum of thirty (30) years.
2. The Board will pay Fifty Dollars (\$50.00) for each day of accumulated sick leave.
3. In the event of death, all terminal leave benefits accumulated shall be paid to the teacher's designated beneficiary.

## ARTICLE XV - TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with knowledge of



the teacher. Closed circuit television, public address or audio systems, and similar devices shall be used only by mutual consent of the principal and individual teacher. There shall be no electronic monitoring of the lounges and workrooms.

B. Official teacher files shall be maintained under the following circumstances:

1. No derogatory material regarding a teacher's conduct, service, character or personality shall be placed in the files unless the teacher has had an opportunity to read the material.
2. The teacher shall have the right to inspect and answer any material files and his/her answer shall be attached to the file copy.
3. Confidential university files, and/or those from placement agencies will be maintained in separate files and retained in the Superintendent's office.

C. A teacher may request to have present a witness from the Association when he/she is being reprimanded, warned, or disciplined for any infraction or discipline or delinquency in professional perfor-

mance. The Administration will so advise the teacher to have his/her building representative present when a written reprimand is to be given. A teacher must sign a waiver in order to release the reprimand to the Association if it is a written reprimand. When a request for such witness is made, no action shall be taken with respect to the teacher until such witness from the Association is present.

- D. Any teacher, who is formally disciplined or reprimanded and who has no recourse available under the Teacher Tenure Act of 1937, may process a grievance under the procedures established in this Agreement.
- E. No teacher shall be reprimanded or disciplined in front of students.
- F. Procedure for non-tenured teachers:
  - 1. The administration shall evaluate all first year teachers no sooner than October 1st, and minimally before November 15th and March 1st. Second and third year non-tenured teachers will be evaluated at least before December 1st and March 15th.
  - 2. Each evaluation will be written-up by the Administrator. After each

write-up, the probationer will discuss the evaluation with the building Administrator. The probationer may attach any pertinent statement to this form he/she wishes, and the teacher shall receive a copy of the evaluation and must acknowledge receipt of same by signing.

3. At any time, should the progress of the probationer be considered inadequate, he shall be informed in writing by the Administrator. Then the Administrator and the probationer shall meet to plan out a program of corrective action for the probationer. Each subsequent evaluation will specifically state whether successful progress is or is not being achieved.

G. Tenured teacher evaluation. Teachers may be evaluated in any class they teach. If this evaluation is in a subject which is not their major or minor field, an evaluation will also be done within these fields. After each written evaluation, the teacher and Administrator will discuss it. The teacher may attach any pertinent statement to the form he/she wishes and will receive a copy of the evaluation and may acknowledge receipt of same by signing.

## ARTICLE XVI - PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it is apparent to both the regular teacher and the principal that a particular pupil needs special attention or treatment, the principal will seek the appropriate assistance of skilled personnel.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense if the teacher is acting in accordance with School Board Policies.

- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- E. When a teacher is injured in the course of his/her employment with the school system, all medical, surgical and hospital care and other benefits as provided by Worker's Compensation will be furnished by the Board.
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence.
- G. The school and the Association agree that neither shall use polygraph or lie detector devices in any investigation of any teacher.

#### **ARTICLE XVII - REVIEW COMMITTEE**

The Board representatives agree to have meetings during the school year with the Pinconning Area Education Association Committee that is appointed by the Board of Directors of the Association, to discuss problems not covered by the provisions of this Contract; said meetings and problems pertaining to the Pinconning Area Schools

must be agreed to by mutual consent of the President of the Board of Education or his/her representative and the President of the Pinconning Area Education Association or his/her representative. Reasonable advance notice must be given.

## **ARTICLE XVIII - GRIEVANCE PROCEDURE**

### **A. DEFINITION:**

1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been to him/her a violation, misinterpretation, or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by the Tenure Act.
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
3. Information that is germane to processing and handling of grievances shall be made available to the officers of the Association upon request.
4. Teachers, who are on an approved leave of absence, shall be entitled

to file a grievance when there is a violation of the leave section.

5. A grievance can be advanced to Level Four or Five only by the Association.

## B. PROCEDURE FOR HANDLING.

1. **Level One** - When the teacher feels that he/she has a grievance, he/she and/or his/her representative should first take the matter up verbally with the Principal of the School (within three [3] working days following the act or condition which is the basis of his/her grievance), who will attempt to resolve it with him/her. If the grievance does not fall within the total purview of the Principal, then the Principal will indicate that the grievance may be taken directly to the Second Level - Superintendent's Step.
2. If this fails to resolve the grievance, the Grievance Committee shall reduce the grievance to writing, specifying the section of the Contract he/she alleges is violated, the events that caused the alleged violation, and the remedy he/she seeks (within five [5] working days following the act or condition which is the basis of his/her grievance).

3. Within three (3) working days of receipt of the written grievance, the Principal shall arrange a conference; the teacher may appear personally or he/she may be represented by an Association representative, or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.
4. Within three (3) working days after such conference, the Principal shall answer such grievance in writing or said grievance shall be awarded to the teacher.
5. If the grievance is not appealed from the written answer within three (3) working days after receipt of such answer, the Principal's decision will be final.
6. If the Association does not accept the Principal's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to him/her within three (3) working days from the date of the Principal's written decision.



### **C. Level Two - Superintendent**

1. Within five (5) working days of receipt of the written appeal, the Superintendent or his/her designated representative will arrange for a conference to satisfactorily resolve the grievance, or said grievance will be awarded to the teacher. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.
2. Within five (5) working days, the Superintendent, or his/her designated representative shall answer such grievance in writing, or said grievance shall be awarded to the teacher.
3. If the grievance is not appealed from the written answer within three (3) working days after receipt of such answer, the Superintendent's decision will be final.

### **D. Level Three - Board of Education**

1. If the Association does not accept the Superintendent's written answer, the grievance may be appealed to the Board of Education by sending such notice in writing within three (3)

working days from the date of the Superintendent's written decision.

2. Within five (5) working days of receipt of the written appeal, the Board of Education, or its designated representative, shall arrange for a conference to satisfactorily resolve the grievance, or said grievance will be awarded to the teacher. Physical presence of the grievant shall be required at the Board meeting level.
3. Within five (5) working days, the Board of Education or its designated representative, shall answer such grievance in writing, or said grievance shall be awarded to the teacher.
4. Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of the Board of Education's written decision.

#### **E. Level Four - Mediation/Arbitration**

1. In the event such answer is not acceptable to the Association, they may at their option appeal the grievance to the State Mediation Service and/or binding arbitration

by notifying the Board Representatives.

#### **F. Level Five - Arbitration**

1. Within ten (10) working days referred to above (Level Four [4]), the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the dispute to be arbitrated and must file with the American Arbitration Association (AAA) within ten (10) days.

Within five (5) working days from the receipt of such notice, the other party shall notify the first party of its statement.

The impartial arbitrator shall be selected from a list provided by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing.

2. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to

determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall he/she consider it his/her function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which its practical or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. Past practice of the parties interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or detraction) of written terms of this Agreement. The Arbitrator has no obligation or function to render a decision or not to render a decision merely because in his/her opinion such a decision is fair or equitable or because in his/her opinion it is unfair or inequitable.

3. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same as set forth in this Article (Grievance Procedure), the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether he/she will hear the case upon its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a recommendation on the merits.
4. Within thirty (30) days after the close of the hearing, or the date of filing Post Hearing Briefs if so desired by either party, the Arbitrator shall issue his/her decision which shall be final and binding.
5. Wherever used, the singular shall include the plural.
6. The fees and expenses of the Arbitrator cost of transcript (if one is requested by the Arbitrator) and cost of the hearing room shall be

borne by the loser of the grievance. All other expenses incurred shall be paid by the party incurring them.

7. All arbitrable grievances which are submitted to arbitration shall be heard, if possible, simultaneously or consecutively by one arbitrator.
8. An extension may be granted in any step of the Grievance Procedure by mutual consent.

## **ARTICLE XIX - NO STRIKE**

The Association agrees that its officers and representatives shall not authorize, instigate, cause, aid, encourage, or ratify, nor shall any member take part in any strike or stoppage of work or any other interruption of activities in the school system. The Association officers shall promptly disavow any such activities by members of the Association in the school system.

## **ARTICLE XX**

### **MISCELLANEOUS PROVISIONS**

- A. The Board recognizes that the acceptable criteria of professional behavior is the National Education Association Code of Ethics as adopted in 1974.

- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- C. Three and one-half-inch by seven-inch ( $3\frac{1}{2}$ " x 7") copies of this Agreement in booklet form shall be printed and presented to all teachers now employed or hereafter employed by the Board. The cost of printing this Agreement in booklet form shall be equally shared between the Board and the Pinconning Area Education Association.
- D. If any provisions 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 not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. By mutual consent, any portion of this Agreement may be reopened for negotiations.

## ARTICLE XXI - WAIVER CLAUSE

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subjects or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Any changes that appear in the new Contract, except those mutually agreed upon, shall be considered a typing error and shall revert back to the signed statement.



## **ARTICLE XXII - DURATION OF AGREEMENT**

This Agreement shall be effective as of August 1, 1992 and shall continue in effect until August 1, 1995.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed this 1st day of August, 1992.

### **PINCONNING AREA SCHOOLS BOARD OF EDUCATION**

By: William J. Schmelzer, President  
Michael J. Manor, Superintendent

### **PINCONNING AREA EDUCATION ASSOCIATION/MEA-NEA**

By: Richard Klender, Chief Negotiator  
Roger Petri, President

## APPENDIX "A"

Part-time teachers will receive twenty percent (20%) of all benefits and pay for each hour of teaching as follows:

- 1 Hr of Teaching - 20%
- 2 Hrs of Teaching - 40%
- 3 Hrs of Teaching - 60%
- 4 Hrs of Teaching - 80%
- 5 Hrs of Teaching - 100%

For example, if a teacher was scheduled to teach three (3) hours, then that individual would receive 60% of salary, 60% of insurance and other benefits and ten (10) part-time sick days [same as amount of hours worked].

### 1992-93 Salary Schedule

<u>Step</u>	<u>B.S.</u>	<u>M.A. B.S.+35</u>	<u>Ed.D. Spec M.A.+35</u>
1	\$24,575	\$26,463	\$27,771
2	26,387	28,318	29,686
3	28,195	30,175	31,605
4	30,008	32,030	33,520
5	31,821	33,885	35,436
6	33,633	35,740	37,350
7	35,444	37,595	39,266
8	37,256	39,449	41,180
9	39,080	41,307	43,097
10	40,884	43,164	45,013

### 1993-94 Salary Schedule

Step	M.A.		Ed.D. Spec
	B.S.	B.S.+35	M.A.+35
1	\$25,558	\$27,522	\$28,882
2	27,442	29,451	30,873
3	29,323	31,382	32,869
4	31,208	33,311	34,861
5	33,094	35,240	36,853
6	34,978	37,170	38,844
7	36,862	39,099	40,837
8	38,746	41,027	42,827
9	40,643	42,959	44,821
10	42,519	44,891	46,814

### 1994-95 Salary Schedule

Step	M.A.		Ed.D. Spec
	B.S.	B.S.+35	M.A.+35
1	\$26,580	\$28,623	\$30,037
2	28,540	30,629	32,108
3	30,496	32,637	34,184
4	32,456	34,643	36,255
5	34,418	36,650	38,327
6	36,377	38,657	40,398
7	38,336	40,663	42,470
8	40,296	42,668	44,540
9	42,269	44,677	46,614
10	44,220	46,687	48,687

- A. Credit for experience outside the school system shall be evaluated on an equitable basis by the Board and credit may be allowed on an equitable basis whenever the prior service of the teacher is deemed satisfactory. Full credit may be given for degree teaching experience up to five (5) years. Teachers may be advanced one (1) step on the salary schedule for between one (1) and three (3) years of active military service and two (2) steps if active military service exceeds three (3) years. This provision applies to individuals who qualified for a Michigan Regular Teaching Certificate prior to active military service. Credit for experience in a related field may be granted.
- B. Increments become effective with the initiation of employment following July 1 of each year. Advancement under the salary schedule will be automatic as of September 15th or February 15th following completion of academic or professional courses and an official transcript is in the Business Office.
- C. A payment of Twenty Two Dollars (\$22.00) per semester hour will also be made for all hours directed toward a Masters degree and other hours approved in advance by the Superintendent in excess

of eighteen (18) hours beyond a Bachelors degree. Payment is limited to \$264.00.

Twenty Two Dollars (\$22.00) per semester hour will also be paid for approved hours beyond a Masters degree and/or Educational Specialist degree. A \$660.00 maximum shall apply.

All employees employed under the 1971 Contract are grandfathered in at ten (10) hours beyond the B.S. for certification. Thus, teachers who were employed during 1971 shall be paid for graduate hours earned beyond the State's required ten (10) hours.

- D. A payment for the 1992-93, 1993-94, and the 1994-95 school years of Seven Hundred Dollars (\$700.00) shall be paid to all teachers who have completed five (5) additional years beyond the last step of the salary schedule.

A payment for the 1992-93, 1993-94, and the 1994-95 school years of One Thousand One Hundred Dollars (\$1,100.00) shall be paid to all teachers who have completed ten (10) additional years beyond the last step of the salary schedule.

A payment for the 1992-93, 1993-94, and the 1994-95 school years of One Thousand

**Five Hundred Dollars (\$1,500.00) shall be paid to all teachers who have completed fifteen (15) additional years beyond the last step of the salary schedule.**

## APPENDIX "B"

### Extra-Curricular Salary Schedule

- A. All coaches will be paid at the following rates and placed in the following classifications:

Class I - Head Football, Head Basketball, Head Baseball, Softball, Track, Wrestling, Volleyball, Drama and Varsity Cheerleading

Class II - Head Golf, Debate/Forensics and Cross-Country

Class III - All Varsity Assistants, including coaches of Junior Varsity teams; Assistant Drama, Assistant Cheerleader and Yearbook

Class IV - All Freshmen Coaches

Class V - All 7th and 8th grade Coaches

### 1992-95 Schedule

	<u>1st yr</u>	<u>2nd yr</u>	<u>3rd yr</u>	<u>4th yr</u>	<u>5th yr</u>
Class I	2,250	2,325	2,400	2,475	2,550
Class II	2,025	2,100	2,150	2,225	2,300
Class III	1,750	1,800	1,875	1,950	2,025
Class IV	1,525	1,600	1,650	1,725	1,800
Class V	1,150	1,200	1,275	1,350	1,425

## OTHER ACTIVITIES

Senior Sponsor	\$500
Junior Sponsor	425
8th Grade Cheerleading Sponsor	425
S.A.E.	425
National Honor Society	425
Band	1,575
Assistant Band	800
Choir	1,575
<u>Student Council</u>	
High School & Middle School	750
7th Grade Sponsor	250
8th Grade Sponsor	250
9th Grade Sponsor	250
10th Grade Sponsor	275
Pom Pon Sponsor	250

B. Positions requiring additional responsibility and attendance at numerous functions over and above that required of a normal teaching load:

1. Driver Education - Instructors shall be paid a total of \$45.00 per student for the years 1992-93, 1993-94 and 1994-1995, which includes both classroom periods and behind-the-wheel training. A Study Committee shall be formed to decide on possible program revision. The Committee will include a PEA representative, Administration representative and a Board representative.



D. Work over and above the regular school day:

1. A sixth (6th) assignment to a teaching position shall be pro-rated to one-sixth (1/6) of the teacher's salary.
2. Summer Teaching: Library, Band, Guidance and Adult Education shall be paid Eighteen Dollars (\$18.00) per hour for the 1992-93, 1993-94 and 1994-95 school years.
3. Teachers used as subs will be paid as follows:

\$18.00/period for the 1992-93 school year

\$18.00/period for the 1993-94 school year

\$18.00/period for the 1994-95 school year

## APPENDIX "C"

### Salary Schedule

#### A. Tutorial Positions

1. The pay rate for 1992-93, 1993-94 and 1994-95 will be \$10.00 to \$18.00 per hour.
2. Tutorial positions will be added to the bargaining unit, but the person will not gain seniority or bumping rights. Fifty Percent (50%) of teacher benefits will be paid by the Board per the Master Agreement if the individual opts to pay Fifty Percent (50%).
3. Tutorial positions are meant to be temporary. For example, a position created from grant money such as Chapter One in which funding may fluctuate from year-to-year, tutorial positions are designed to enhance and not displace regular classroom instruction. For example, a Chapter One Reading teacher may give instruction which enhances, but does not displace the regular Reading Program. This is where the tutorial position differs from that of the part-time teacher. The part-

time teacher is hired to teach at least one (1) but not more than five (5) regular education courses. The tutor is not teaching any regular education course which is a part of the regular curriculum.

**B. In-House Suspension**

1. This position will receive the following:
  - a. Full Family medical insurance coverage on a yearly basis.
  - b. Life insurance for current year.
  - c. Sick days as per the Pinconning Education Association Master Agreement.
  - d. Ten Dollars (\$10.00) per hour, and will work eight (8) hours per student instruction day.
  - e. The work year for this position will be One Hundred Eighty (180) student attendance days.

## APPENDIX "D"

### Fringe Benefits

- A. The Board agrees to pay the premium for a \$37,500 Term Life Insurance policy for all teachers in the system for the 1992-93 school year.

The Board agrees to pay the premium for a \$40,000 Term Life Insurance policy for all teachers in the system for the 1993-94 and 1994-95 school years.

- B. The Board agrees to furnish full Blue Cross-Blue Shield Health Comprehensive Hospital, Semi-Private, with D45NM, XF, SOT, SAT-II, MVF-IML, PPNV-1, FC & SC, EF, MMIV, COB III, SOT, SAT-II, PD-MAC, (FAE-RC and AS-1) and reciprocity if there is no additional charge. The following riders were added to the present coverage: 7107-7 Pre-Determine and Second Opinion. Effective January 1, 1993 the prescription co-pay shall be \$5.00; Vision II, and 19 to 25 year-old dependent coverage shall be instituted.

The Board shall be subject to the rules and regulations of the carrier.

For the 1993-94 and 1994-95 school years, the cost and coverage between MESSA and Blue Cross-Blue Shield shall be compared

by the Board. The health insurer with the lowest premium shall be specified as the health care provider for the teacher. If the premiums increase more than ten percent (10%) above the prior year's premium for health insurance, the amount of the increase in excess of ten percent (10%) shall be shared equally by the employee and the Board. Employee contributions shall be deducted from the employee's biweekly payroll check.

C. Teachers in the District who are covered by their spouse's health insurance program will be allowed to choose one of the following options:

1. Income protection with the School District plan, beginning the tenth (10th) day of sickness, \$200.00 weekly (52 weeks at \$200.00); 52 weeks at \$100.00) with the school carrier.
2. A tax-sheltered annuity in the amount of \$1,000 (to be prorated and paid monthly) will be paid to the employee's choice of the Board's tax-sheltered annuity.
3. Employees who previously received health insurance and cease such coverage by November 30, 1992 shall receive a \$1,000 bonus to be paid

the final paycheck in December, 1992. An employee who recommences health insurance before August 30, 1993 shall repay to the district a prorata amount of the \$1,000 bonus. For such employees, the tax-sheltered annuity shall be \$1,000. A cafeteria plan, as required by law, shall be established.

- D. Any employee, no longer covered under his/her spouse's health insurance, will be allowed to be reinstated under the Board's present policy. In order to be eligible, the employee must notify the school district within three (3) weeks of the qualifying event. The coverage will begin within forty-five (45) days after the paper work is submitted to the school district.
- E. The Board agrees to pay the premiums for Blue Cross-Blue Shield of Michigan's full family dental coverage. Benefit levels shall be paid as follows with a \$1,000 annual maximum per individual:

CLASS I	-	100%
CLASS II	-	75%
CLASS III	-	50%
ORTHODONTICS	-	50% (\$1,000 one-time maximum for dependents under age 19)

- F. The Board agrees to provide MESSA Long Term Disability Insurance for all teachers in the system. Benefits shall begin upon termination of a 180-day waiting period and continue at 50% to age 70 [sickness], or lifetime for accident.
- G. Paragraphs A, E and F of this Section may be subject to amendment if the health insurance provider is changed pursuant to Paragraph B above.

# APPENDIX "E"

## 1992-93 School Calendar

### AUGUST

M	T	W	TH	F
24	25	<u>26</u>	<u>27</u>	28
<u>31</u>				

### SEPTEMBER

M	T	W	TH	F
	1	2	3	<u>4</u>
<u>7</u>	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

### OCTOBER

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	<u>16</u>
19	20	21	22	23
26	27	28	29	30

### NOVEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	12
16	17	18	19	20
23	24	25	<u>26</u>	<u>27</u>
30				

### DECEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	<u>24</u>	<u>25</u>
<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>	

### JANUARY

M	T	W	TH	F
				<u>1</u>
4	5	6	7	8
11	12	13	14	15
18	19	20	21	<u>22</u>
25	26	27	28	29

### FEBRUARY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

### MARCH

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

### APRIL

M	T	W	TH	F
			1	2
5	6	7	8	<u>9</u>
<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>
19	20	21	22	23
26	27	28	29	30

### MAY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
<u>31</u>				

### JUNE

M	T	W	TH	F
	1	2	3	<u>4</u>
<u>7</u>	8	9	10	11
14	15	16	17	18

#### LEGEND

- Vacation Day - No school
- In-service Day and/or 8/31 New Teacher Orientation - No Students
- Teacher Records Day - No students
- First & last student day






# APPENDIX "E"

## 1993-94 School Calendar



### AUGUST

M	T	W	TH	F
				





### SEPTEMBER

M	T	W	TH	F
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13	14	15	16	17
20	21	22	23	24
27	28	29	30	




### OCTOBER

M	T	W	TH	F
				1
4	5	6	7	
11	12	13	14	
18	19	20	21	22
25	26	27	28	29


### NOVEMBER

M	T	W	TH	F
1	2	3	4	5
	8	9	10	11
	15	16	18	19
22	23	24		
29	30			

### DECEMBER

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	
	27	28	29	30
				

### JANUARY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	
31				


### FEBRUARY

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

### MARCH

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	



### APRIL

M	T	W	TH	F
				
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29





### MAY

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
	31			

### JUNE

M	T	W	TH	F
		1	2	3
6			9	10
13	14	15	16	17

#### LEGEND

-  Vacation Day - No school
-  In-service Day and/or 8/30 New Teacher Orientation - No Students
-  Teacher Records Day - No Students
-  First & last student day

# APPENDIX "E"

## 1994-95 School Calendar

### AUGUST

M	T	W	TH	F
29	30	<del>31</del>		

### SEPTEMBER

M	T	W	TH	F
<u>5</u>	<u>6</u>	7	<u>8</u>	<u>9</u>
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

### OCTOBER

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	<del>21</del>
25	26	27	28	29
31				

### NOVEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	<u>15</u>	16	<u>17</u>	<u>18</u>
21	22	23	<del>24</del>	<del>25</del>
28	29	30		

### DECEMBER

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
<del>26</del>	<del>27</del>	<del>28</del>	<del>29</del>	<del>30</del>

### JANUARY

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	<del>20</del>
23	24	25	26	27
30	31			

### FEBRUARY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

### MARCH

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

### APRIL

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	<u>14</u>
<del>17</del>	<del>18</del>	<del>19</del>	<del>20</del>	<del>21</del>
24	25	26	27	28

### MAY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
<u>29</u>	30	31		

### JUNE

M	T	W	TH	F
			1	2
5	6	7	<u>8</u>	<u>9</u>
12	13	14	15	16

#### LEGEND

- Vacation Day - No school
- △ In-service Day and/or 8/26 New Teacher Orientation - No Students
- ▽ Teacher Records Day - No students
- First & last student day

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations.

In the second section, the author provides a detailed breakdown of the company's revenue streams. This includes sales from various product lines and services. The data shows a steady increase in revenue over the past year, which is attributed to improved marketing strategies and operational efficiency.

The third section focuses on the company's financial health. It highlights the strong cash flow and the ability to meet all financial obligations. The author notes that the company's debt-to-equity ratio remains low, indicating a solid financial foundation.

Finally, the document concludes with a summary of the overall performance and a look ahead at future goals. The author expresses confidence in the company's ability to continue its growth trajectory in the coming year.

