

3696

8/31/2000

MASTER CONTRACT

Pellston Public Schools

Between

**THE PELLSTON BOARD OF EDUCATION
and
NORTHERN MICHIGAN EDUCATION ASSOCIATION**

1997 - 2000

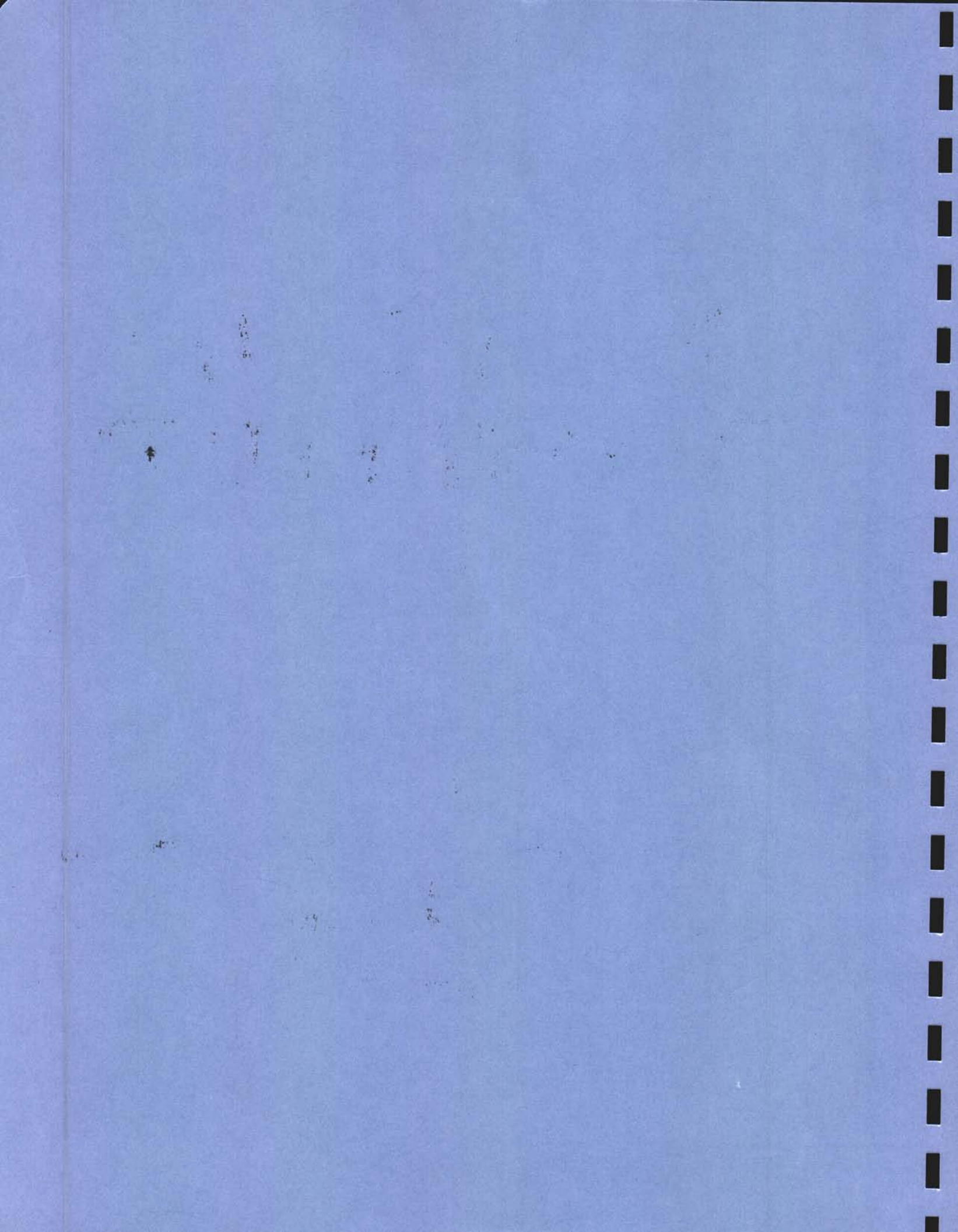




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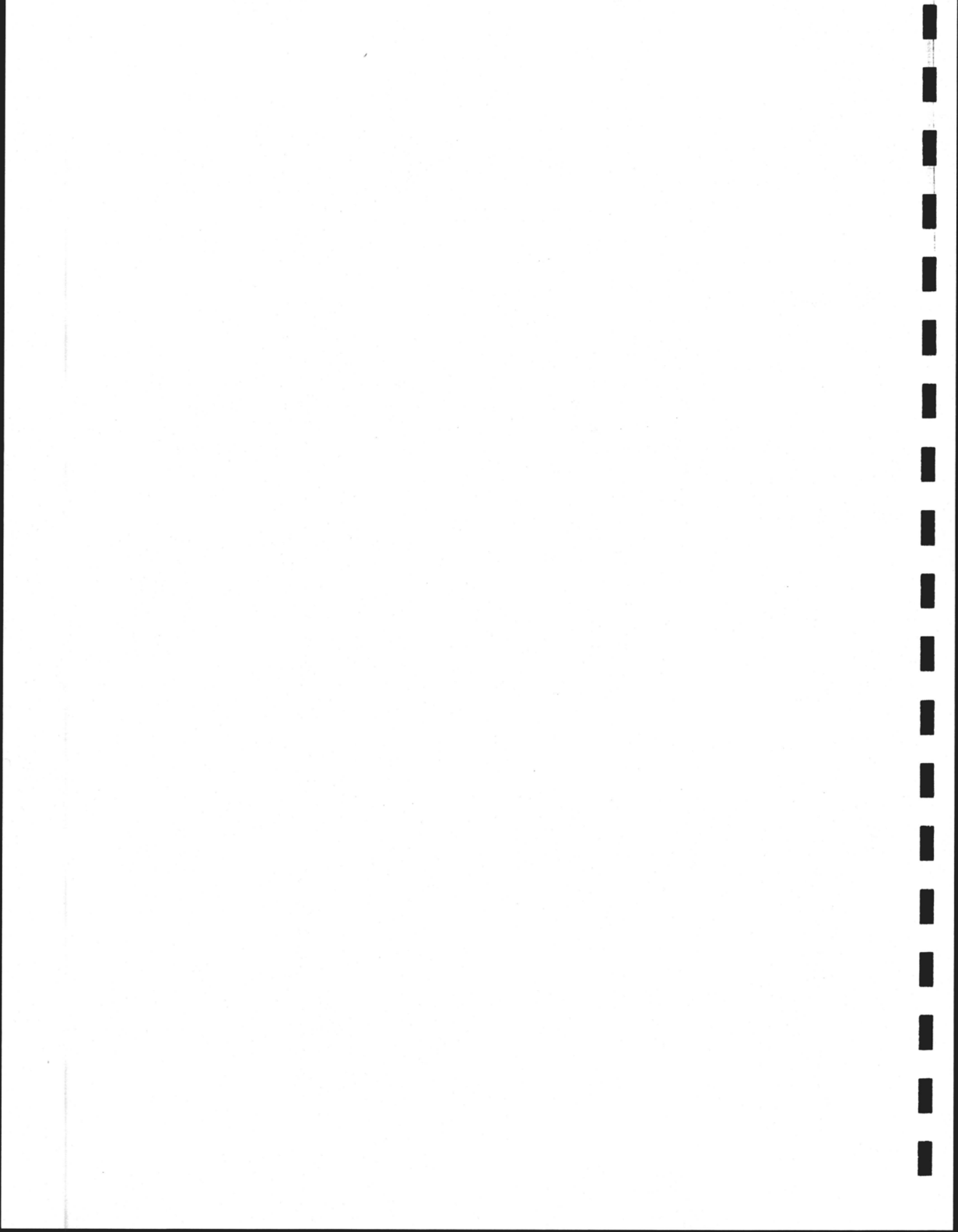
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SECTION ONE

CONTRACTUAL PROVISIONS

Section 1.1 Education Association Agreement.

The Pellston Public Schools, Board of Education of Pellston, Michigan, hereinafter called "Board" and the Pellston Chapter of Northern Michigan Education Association, MEA-NEA, hereinafter called "Association" hereby enter into the following mutual covenants and agree with one another as follows:

Section 1.2 Recognition.

The Pellston Public Schools Board of Education by former resolution recognizes the Northern Michigan Education Association MEA-NEA, as the exclusive bargaining representative to the extent defined in Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure or probation, certified classroom teachers, guidance counselor, librarians, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding substitute teachers, full time or part time, vocationally certified personnel, supervisory and executive personnel, and office and clerical employees. The term "teacher", when used hereinafter in the Agreement, shall refer to all employees represented by the NMEA, in the bargaining or negotiation unit as above defined, and references to male teachers shall include female teachers.

The Board agrees not to negotiate with any teachers' organization other than that organization recognized as the bargaining representative of the teachers. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance involving the interpretation and application of the provisions of this Agreement, and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given opportunity to be present at such adjustment.

Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Section 1.3 Witnesseth.

It is contemplated that matters not specifically covered in negotiation of this Agreement but of common concern to the parties shall be subject to discussion. Both parties shall have the right to bargain in the usual manner. Any agreement reached as a result of discussions with the Superintendent or the Board becomes, after approval of the Board, an addendum to this Agreement.

Section 1.4 Extent of Agreement.

The parties agree that all aspects of the school calendar except the first day of school are negotiable, including length of the school year, and further agree that the school calendar shall be set forth in Section 1.8. Any deviation shall be by mutual consent.

Section 1.5 Duration of Agreement.

This agreement and provisions hereto, when signed by the proper officers of the Board of Education and Association shall become operative as of September 1, 1997, unless otherwise stated herein, and shall continue through August 31, 2000, and shall continue in full force and effect from year to year thereafter unless written notice is given by either party on or before May 1 of each year thereafter requesting that the agreement or sections thereof be renegotiated. The notice shall contain the sections to be negotiated.

PELLSTON BOARD OF EDUCATION
PELLSTON PUBLIC SCHOOLS

NORTHERN MICHIGAN EDUCATION
MEA/NEA

By Serald Malloy
Its President

By Daniel V. Bennett
Chairperson NMEA

By Kenneth Cassidy
Its Vice President

By Dave Bowers
Director, NMEA

By Lance
Board Member

By Robert
Chief Negotiator Committee

By Arnold Burkhardt
Board Member

By Donna L. Baszler
PEA Negotiating Committee

By Will J. Tubbs
Superintendent

By Timothy E. McMan
PEA Negotiating Committee

Section 1.6 Maintenance of Standards.

All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hour relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of the Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association except as provided in 2.1.

Section 1.7 Association Dues or Fees and Payroll Deductions.

- A. All certified teachers, employed by the District, which positions are contained within the bargaining unit and/or not excluded from the bargaining unit by Section 1.2., following thirty (30) days after the effective date of this agreement or thirty (30) days after the commencement of employment shall have deducted from their pay monthly either:
 - 1. Membership dues of the Association (including NMEA, MEA and NEA) or
 - 2. Representation service fees of the Association not to exceed the amount of dues uniformly required of members of the Association.
- B. Teachers may pay Association dues or the representation service fees directly to the Association in lieu of deduction.
- C. The Association shall certify to the Board at the beginning of each school year, the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Board shall provide to the Association a list of teachers employed or to be employed by the Board, along with the full or part time status of each teacher. The Association shall also certify to the Board as soon as the amount is known, the amount of the monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, within five (5) working days after the end of the month in which the deductions were taken, provided that when a teacher objects to the proper amount of such deduction, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the proper amount of the deduction has been determined in the appropriate administrative and/or judicial forums.

The Association agrees to defend, indemnify and hold harmless the Public Schools of Pellston, its Board of Education, individual school board members, past and present, administrative employees and agents against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including but not limited to back pay damages and all court or administrative costs that may arise out of or by reason of any action taken by the Board or its agents for the purpose of complying with the terms of this Article. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies arising out of any claims or demands that are brought or made due to this Article. It is expressly understood that the Association has the right to select counsel, if necessary, for any defense necessary under this Article and shall have the sole discretion regarding the settlement of any claims to which the Association may be responsible.

The Association agrees that it will take no action claiming or supporting the claim that its agreements in this section pertaining to defense, indemnification, and holding harmless are void or unenforceable. Further, in the event that it is ever determined that the Association's agreement to indemnify and/or hold harmless is void or unenforceable, this shall not affect the Association's duty to defend same and assume all costs and expenses regarding defense, nor shall it affect the association's duty to indemnify and/or hold harmless.

- D. Each such teacher and the Association hereby authorize the Board to rely upon and honor certifications of the Association regarding the amounts to be deducted.
- E. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessments, and Contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments, and contributions from the regular salary check of the bargaining unit member each month for 10 months, beginning in September and ending in June of each year.
- F. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the Employer.

Section 1.8 Grievance Procedure.

A. Definitions:

1. A "grievance" shall mean an allegation by an identified teacher or group of teachers, or the Association, of a violation of the express terms of this Agreement. A "grievance" shall not include any of the following:
 - a. The termination of services or failure to employ or re-employ any teacher to a position on the extra curricular schedule;
 - b. Contents of teacher evaluations;
 - c. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (i.e. discharge and/or demotion).
2. The "aggrieved person" is the person making the claim.
3. The term "teacher" includes any individual who is a member of the Bargaining Unit covered by this contract.
4. A "party of interest" is the person who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean work days.

B. Procedure:

Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement shall, within ten (10) work days of knowledge of the occurrence, orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within ten (10) work days of the discussion, the teacher/Association shall file a written grievance with the principal. The "Statement of Grievance" shall specify the sections of this Agreement alleged to be violated by appropriate reference, shall state the contention of the teacher with respect to these provisions, shall indicate the relief requested, and shall be signed by the teacher or the Association representative involved." Within ten (10) days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If, at the meeting, the parties cannot agree, the grievance shall be promptly transmitted directly to the superintendent. He shall have ten (10) days from receipt to approve or disapprove it. If the grievance shall be denied by the superintendent, the grievance shall immediately be transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved.

Within one (1) month from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after its submission to the Board.

If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator, selected by the parties. If the parties can not agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any grounds, or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be born equally by the Board and the Association.

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

Section 1.9 Negotiation Procedure.

Negotiations shall begin by June 1 of the expired year.

PELLSTON PUBLIC SCHOOLS 1997-98 CALENDAR — DRAFT COPY

FULL SCHOOL DAY = 8:20 A.M. - 3:00 P.M. & HALF DAY = 8:20 A.M. - 11:30 A.M.

MON	TUE	WED	THU	FRI	(Teachers' Inservice = Wed., Aug. 27)	Staff Days = 01
SEPTEMBER						
L.Day	<u>2</u>	3	4	5	<u>2</u> = First Day of School	Student Days = 21
8	9	10	11	12	<u>23/</u> = Early Dismissal — Inservice	Staff Days = 21
15	16	17	18	19		
22	23/	24	25	26		
29	30					
OCTOBER						
---	---	1	2	3	<u>31</u> = End of First Marking Period (44 days)	Student Days = 23
6	7	8	9	10	<u>22/</u> = Early Dismissal — Inservice	Staff Days = 23
13	14	15	16	17		
20	21	22/	23	24		
27	28	29	30	<u>31</u>		
NOVEMBER						
3	4	5	6	7	13/ = Delay Day — Parent/Teacher Conf.	Student Days = 18
10	11	12	/13	14	27 & 28 = Thanksgiving Break	Staff Days = 18
17	18	19	20	21		
24	25	26	THANKSGIVING			
DECEMBER						
1	2	3	4	5	23/ = Early Dismissal — Christmas Break	Student Days = 17
8	9	10	11	12	24 - 31 = Christmas Break	Staff Days = 17
15	16	17	18	19		
22	23/	CHRISTMAS &				
NEW YEAR'S BREAK					---	
JANUARY						
	NEW	YEAR'S	BREAK		1 & 2 = New Year's Break	Student Days = 20
5	6	7	8	9	5 = School Resumes	Staff Days = 20
12	13	14	15	<u>16/</u>	<u>16/</u> = Early Dismissal — Quarter/Semester Ends	
19	20	21	22	23	(45 days/89 days)	
26	27	28	29	30	19 = Second Semester Begins	
FEBRUARY						
2	3	4	5	6	13 - 16 = Mid-Winter Break	Student Days = 18
9	10	11	12	---		Staff Days = 18
---	17	18	19	20		
23	24	25	26	27		
MARCH						
2	3	4	5	6	17/ = Early Dismissal — Inservice	Student Days = 22
9	10	11	12	13	<u>27</u> = End of 3 rd Quarter (48 days)	Staff Days = 22
16	17/	18	19	20		
23	24	25	26	<u>27</u>		
30	31	---	---	---		
APRIL						
---	---	1	2	3	6 - 10 = Spring Break	Student Days = 17
S P R I N G B R E A K						Staff Days = 17
13	14	15	16	17		
20	21	22	23	24		
27	28	29	30	---		
MAY						
---	---	---	---	1	25 = No School — Memorial Day	Student Days = 20
4	5	6	7	8		Staff Days = 20
11	12	13	14	15		
18	19	20	21	22		
---	26	27	28	29		
JUNE						
1	2	3	<u>4/</u>	5TD	<u>4/</u> = Early Dismissal -- End of 4 th Quarter/Semester	Student Days = 4
					(43 days/91 days)	Staff Days = <u>5</u>
					5TD = Teacher's In-Service Day	180
						Total Full Days = 173
						Total Half Days = 7

PELLSTON PUBLIC SCHOOLS

1998-99 CALENDAR — DRAFT COPY

FULL SCHOOL DAY = 8:20 A.M. - 3:00 P.M. & HALF DAY = 8:20 A.M. - 11:30 A.M.

MON TUE WED THU FRI

AUG./SEPT.

Aug 31	1	2	3	---
L. Day	8	9	10	11
14	15	16	17	18
21	22/	23	24	25
28	29	30	---	---

Aug. 26 = Staff Inservice/Teacher Day
 Aug. 31 = Students' First Day

Student Days = 21
 Staff Days = 22

Sept. 4-7 = No School — Extended Labor Day Weekend
 Sept. 22/ = Early Dismissal — Inservice

OCTOBER

---	---	---	1	2
5	6	7	8	9
12	13	14	15	16
19/	20	21	22	23
26	27	28	29	30

19/ = Early Dismissal — Inservice
 30 = End of 1st Quarter (43 Days)

Student Days = 22
 Staff Days = 22

NOVEMBER

2	3	4	5	6
9	10	11	/12	13
16	17	18	19	20
23	24	25	THANKSGIVING	
30	---	---	---	---

12/ = Delay Start — Parent/Teacher Conferences
 26-27 = Thanksgiving Break

Student Days = 19
 Staff Days = 19

DECEMBER

---	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	CHRISTMAS & NEW YEAR'S BREAK		

23 - 31 = Christmas Break

Student Days = 16
 Staff Days = 16

JANUARY

4	5	6	7	8
11	12	13	14	15
18	19	20	21	22/
25	26	27	28	29

22/ = Early Dismissal — End 2nd Quarter/1st Sem. (50 days/93 days)
 25 = Start of 3rd Quarter/ 2nd Semester

Student Days = 20
 Staff Days = 20

FEBRUARY

1	2	3	4	5
8	9	10	11	---
---	16	17	18	19
22	23	24	25	26

12 - 15 = Mid-Winter Break

Student Days = 18
 Staff Days = 18

MARCH

1	2	3	4	5
8	9	10	11	12
15	16/	17	18	19
22	23	24	25	26
S P R I N G				

16/ = Early Dismissal — Staff Inservice
 26 = End of 3rd Quarter (43 days)
 29 - 30 = Spring Break

Student Days = 20
 Staff Days = 20

APRIL

---	---	---	B R E A K	
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

1 - 2 = Spring Break
 5 = School Resumes

Student Days = 20
 Staff Days = 20

MAY

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
M. Day	---	---	---	---

31 = No School — Memorial Day

Student Days = 20
 Staff Days = 20

JUNE

---	1	2	3	4/
7TD				

4/ = Students' Last Day — End 4th Quarter (47 days)
 End of Semester (92 days)
 7TD = Staff Inservice Day — Teacher's Last Day

Student Days = 4
 Staff Days = 5
 Total Days = 180
 Total Full Days = 173
 Total Half Days = 7

PELLSTON PUBLIC SCHOOLS

1999 - 2000 CALENDAR — DRAFT COPY

FULL SCHOOL DAY = 8:10 A.M. - 3:05 P.M. & HALF DAY = 8:10 A.M. - 11:30 A.M.

	MON	TUE	WED	THU	FRI			
AUGUST			25TD			25 = Teacher Day — Staff Inservice Day	Staff Days	= 3
	30	31	---	---	---	30 = Students' First Day of School	Student Days	= 2
SEPTEMBER			1	2			Student Days	= 20
	---	7	8	9	10	3 - 6 = No School — Extended Labor Day Weekend	Staff Days	= 20
	13	14	15	16	17	7 = School Resumes		
	20	21/	22	23	24	21/ = Early Dismissal — Staff Inservice Day		
	27	28	29	30	---			
OCTOBER					1	18/ = Early Dismissal — Staff Inservice	Student Days	= 21
	4	5	6	7	8	29 = End of 1 st Quarter (43 Days)	Staff Days	= 21
	11	12	13	14	15			
	18/	19	20	21	22			
	25	26	27	28	29			
NOVEMBER						/11 = Delayed Start — Parent/Teacher Conferences	Student Days	= 20
	1	2	3	4	5	24 - 26 = Thanksgiving Break	Staff Days	= 20
	8	9	10	/11	12	29 = School Resumes		
	15	16	17	18	19			
	22	23	24	THANKSGIVING				
	29	30	---	---	---			
DECEMBER			1	2	3	23 - 31 = Christmas/New Year's Break	Student Days	= 16
	6	7	8	9	10		Staff Days	= 16
	13	14	15	16	17			
	20	21	22	CHRISTMAS & NEW YEAR'S BREAK				
JANUARY						3 = School Resumes	Student Days	= 21
	3	4	5	6	7	21/ = Early Dismissal — End of 2 nd Quarter/1st Sem. (51 days/94 days)	Staff Days	= 21
	10	11	12	13	14			
	17	18	19	20	21/			
	24	25	26	27	28			
	31	---	---	---	---			
FEBRUARY						18 - 21 = Mid-Winter Break	Student Days	= 19
	---	1	2	3	4		Staff Days	= 19
	7	8	9	10	11			
	14	15	16	17	---			
	---	22	23	24	25			
	28	29	---	---	---			
MARCH						23/ = Early Dismissal — Staff Inservice	Student Days	= 23
	---	---	1	2	3	24 = End of 3 rd Quarter (42 days)	Staff Days	= 23
	6	7	8	9	10			
	13	14	15	16	17			
	20	21	22	23/	24			
	27	28	29	30	31			
APRIL						3 - 7 = Spring Break	Student Days	= 15
						21/ = Early Dismissal — Good Friday	Staff Days	= 15
	S	P	R	I	N			
	10	11	12	13	14			
	17	18	19	20	21/			
	24	25	26	27	28			
MAY						29 = No School — Memorial Day	Student Days	= 22
	1	2	3	4	5		Staff Days	= 22
	8	9	10	11	12			
	15	16	17/	18	19			
	22	23	24	25	26			
	---	30	31	---	---			
JUNE						2/ = 1/2 Students' 1/2 Day Staff Last Day — End of 4 th Qtr. (45 days)		
	---	---	---	1	2/	End of 2 nd Sem. (87 days) Student / Staff Days = 2	Total Days	= 181
							Total Student Days	= 173
							Total Half Days	= 8

SECTION TWO

EMPLOYMENT RELATIONSHIPS

2.1 Vacancies, Transfers.

The right of determination of teacher employment and assignment is vested in the Board of Education, or its designated representative.

Transfer procedures will tend to follow the same pattern used in any filling of vacancies. When vacancies occur in any professional position in the bargaining unit, the vacancy shall be posted in each building in which there are bargaining unit members regularly assigned. The vacancy posting shall state the position, qualifications, procedures for application and the posting date. Any bargaining unit member may apply for any vacancy for which he is qualified. Applications must be submitted within two weeks (10 work days) of the posting. Interviews will be granted to all qualified applicants from within the system.

Teachers who request a change in grade or subject assignments, or request to transfer to another building will file a written statement of such desire with the Supt. of Schools prior to March 1, in so far as possible. Such statement shall include in order of preference, the grade or subject to which s/he desires to be transferred. The request must be renewed annually. An involuntary transfer such as a change in department or physical plant, will be made only in the case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reasons for such a transfer.

Reassignments or transfers at other times will be considered when vacancies occur during the school year or summer. Applications will be considered should a vacancy occur during the school year or during the summer using the same procedures outlined in this section for filling vacancies. Applicants will be notified by phone or via the bi-weekly paycheck should a vacancy occur during the summer.

The Board supports filling professional staff vacancies including vacancies in supervisory positions from within the district. Further, it is the Board's intentions to fill every vacancy with the best available candidate. Vacancies shall be filled on the basis of experience, competency and certification of the applicant. With all other qualifications being equal, preference may be given to current staff. Interviews will be granted to all qualified applicants from within the system.

The Superintendent will notify the Association of all vacancies in administrative positions and shall identify and recommend the appointment of qualified individuals to fill vacant administrative positions. The Board reserves the right to reject and all recommendations and to proceed on its own initiative.

Whenever a vacancy occurs during the school year (i.e. when regular school is in session) the following procedure shall be followed:

1. Fill the vacancy by recalling a laid-off staff member who is certified and qualified for the vacancy.
2. Fill the vacancy temporarily until the end of the school year. In the event such a vacancy is filled temporarily until the end of the school year, it shall subsequently be posted so that interested faculty personnel may apply to be employed in the vacancy effective at the start of the following school year.

Teachers shall not be assigned or changed from one department to another department which is outside the scope of their teaching certificate except temporarily and for good cause. Temporarily is defined as not extending beyond the remainder of the school year. The Association shall be notified in each such instance, and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certified person.

Any teacher who shall be transferred to an Administrative or executive position and shall later return to teaching status, shall be entitled to retain such rights as he may have had under this agreement prior to such transfer to a supervisory or executive status.

Section 2.2 Association Rights.

Pursuant to Act 379, of the Public Acts of 1965, the Board shall hereby agree that every employee of the Board shall have the right to freely organize, join and support an Association for the purpose of engaging in collective bargaining of negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it 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 reason of his membership in an Association. His participation in any activities of an Association or collective professional negotiations with the Board, or his institution of any grievances, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

The Association and its members shall have the right to use school building facilities as stated under existing school board policies. No teacher shall be prevented from wearing insignia, pins or other identification of membership in an Association off school premises. Bulletin boards and other established media or communication shall be made available to an Association and its members provided these bulletin boards and media are restricted to teacher communications and further provided that such communications relate to the official business of the employee organization, such as notice of meetings or social events, announcements of results of employee organization meeting or elections, and the like, and signed by a designated employee organization official.

The Board agrees to furnish to the recognized negotiation unit in response to reasonable requests from time to time 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.

Section 2.3 Innovative and Experimental Programs.

Innovative and experimental programs will come from the school improvement committee and be subject to approval by the Board of Education.

Section 2.4 Teacher Qualifications and Assignments.

No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, a provisional or permanent certificate, and not less than ten (10) weeks of supervised student teaching experience with a certified teacher or teachers in a K-12 school district. New Teachers employed by the Board of Education shall meet all certification standards established by the Department of Education. Certification materials must be filed with the Superintendent of Schools no later than September 15.

A person who is eligible for the Michigan substitute permit shall be employed only in cases of absolute necessity and where the teacher has outstanding credentials. In no event will such a person be employed in a regular full-time position for more than one semester.

All professional staff shall have on file with the Superintendent of Schools an up-to-date official record of credits earned toward advanced degrees.

In so far as is possible, all teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. If the change occurs during the summer break, the affected teachers who are in the area, or who have left summer telephone numbers with the Superintendent will be consulted.

Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties, and summer school courses, shall not be obligatory, but shall be with the consent of the teacher.

Teachers who are asked to assist* with another teacher's class load in other than emergency situations** may elect compensatory time through any of the following options:

- A. 1/2-day sub pay
- B. 1/2-day vacation time***
- C. 1/2-day added to sick leave
- D. 1/6-day sub pay per hour

(Options A, B, and C are based on a full day of assistance or accumulations equal to.)

- * No teacher shall be required to assist by taking additional students.
- ** Emergency situations are interpreted to mean unforeseen and unplanned occasions which necessitate a teacher's immediate absence for less than one hour of class time.
- *** Vacation time, (B above) is to be agreed to in advance with administration, and may be used for any reason.

If a teacher shall be asked to teach more than the normal teaching load as set forth in this article, he shall receive the ratio of one to total number of hours in school day as additional compensation. Teachers shall not be assigned extra teaching periods without their consent.

Section 2.5 Teacher Evaluation.

- A. The parties recognize the importance and value of a procedure for assisting and evaluation of the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals. It is understood that the teacher evaluation shall include the teacher's total performance of contracted responsibilities.
- B. An evaluation cycle shall be defined as having: 1) a pre-observation conference; 2) work site observation(s); 3) post observation conference(s); and, 4) a written evaluation.
- C. Probationary Teacher
 - 1. If a probationary teacher is employed for at least one (1) full year:
 - a. The teacher will be provided with an individualized development plan (IDP) developed within 20 work days of the beginning of the school year by appropriate administrative personnel in consultation with the individual teacher; and
 - b. The teacher will be provided with at least an annual year-end performance evaluation each year during the teacher's probationary period. The Administrator may perform an evaluation more often if he/she so desires; and
 - (1) The annual year-end performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the administration; and
 - (2) The performance evaluations shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized

development plan (IDP), which will include the evaluation form included as part of this contract.

D. Tenured Teacher

1. Tenured teachers will be provided with a performance evaluation at least once every three (3) years or every year if necessary.
2. If the teacher has received a less than overall satisfactory performance evaluation, the teacher will be provided with an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher.
3. The performance evaluation required every three (3) years shall be based on, but is not limited to, at least two (2) classroom observations conducted during the period covered by the evaluation and, if the teacher has an individualized development plan (IDP), shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan (IDP).

E. The professional staff evaluation process will be administered in the following manner:

1. Formal observations shall not occur prior to October 1 nor later than May 15 of a school year.
2. No observation shall unduly interfere with the normal teaching-learning process.
3. The administrator(s) evaluation shall be sent to the Central Office and placed in the personnel records by the end of the school year.
4. A teacher who disagrees with an evaluation or recommendation made by this evaluation procedure may submit a written answer which shall be attached to the file copy of the evaluation in question.
5. A committee of three (3) teachers selected by the PEA President, two (2) principals and another administrator or Board member shall determine the criteria to be used to evaluate teachers. The evaluation form, shall be approved by both parties.
6. All evaluators shall be fully and properly trained in the technique and criteria to be used in the evaluation process and shall be an administrator within the school system.

F. All formal monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited.

- G. A formal observation of the teacher shall be for not less than one class period or the duration of a particular learning activity.
- H. Within 10 work days of the first observation, the administrator will hold a post observation conference with the teacher to discuss the observation. Within 10 work days of the second observation, the administrator shall prepare a draft of a written report and hold a post-observation conference with the teacher to discuss the draft. Within ten (10) work days of the conference, the administrator shall prepare and submit a final written report and recommendation to the teacher.
- I. If an administrator makes a recommendation to the Superintendent to deny a probationary teacher a contract for the ensuing year, a copy of said recommendation shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall, within ten (10) days, have an opportunity to submit additional information to the superintendent.
- J. Failure of the Board to follow any provision of this agreement with respect to the evaluation of teachers shall result in restoring any teacher, against whom action has been taken, to full teaching status with appropriate compensation and the record surrounding the events in question shall be destroyed.

Section 2.6 Reductions in Personnel, Seniority, Recall.

- A. No later than thirty (30) days following the ratification of the agreement, and by September 30 thereafter, the Employer shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit and shall be computed from the bargaining unit member's first day of work since the most recent date of hire. All bargaining unit members shall be ranked on the list in the order of their date of hire. In circumstance of more than one individual having the same first day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members 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 bargaining unit members and Association representatives to be in attendance.
- B. The seniority list shall be published and distributed to all teachers of the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and distributed as they are made.
- C. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause. However, seniority is retained if severance of employment is due to layoff or leave of absence. In cases of layoff, bargaining unit members so affected shall retain all seniority accumulated as of the effective date of layoff.

- D. In the event that a reduction of personnel, as heretofore defined shall become necessary, the Board shall first retain those teachers possessing current teaching certificates with the longest period of continuous service in the school district who are qualified to teach in those areas or disciplines to be preserved.
- E. Qualifications for placement in position shall be based solely on the valid state teaching certificate(s) or license(s) held by the affected bargaining unit member.
- F. For a period of three (3) years after the effective date of the termination of the teacher's services, a teacher whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district for which the teacher is certified and qualified. Said recall shall be in reverse order of layoff.
- G. Refusal of an offer from the Employer of a position for which the laid off bargaining unit member is certified/qualified, or failure to respond within twenty (20) work days of the receipt of a written offer of a position made by the Employer shall be cause for termination.
- H. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the bargaining unit member's last known address. It shall be the responsibility of each bargaining unit member to notify the Employer of any change of address.
- I. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its personnel in the consolidated district.

Section 2.7 Discipline of Teachers.

- A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association.
- B. Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, will be promptly called to the attention of the teacher.
- C. If a teacher is to be disciplined or reprimanded by the Board or its agents, he shall be entitled to have a representative of the Association present.
- D. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.

Section 2.8 Rights of the Board.

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:

- A. To executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- B. To hire all employees and subject to the provisions of law, determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
- D. 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;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to the terms and conditions of employment. To determine duties, responsibilities and assignments with respect to administrative and non-teaching activities.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance therefor, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

Section 2.9 Joint Instructional Council and In-Service Teacher Development.

Any time a committee is formed requiring teacher representation, the president of the Teachers' Association shall be notified so that he may conduct proper procedures for election or appointment of teacher(s) to serve on said committee.

Section 2.10 Teacher Rights.

- A. A teacher will have the right to review the contents of all records of the district pertaining to said teacher, originating after original employment and to have a representative of the Association accompany him in such review. Each teacher's **personal** file shall contain the following items of information:

- (1) All teacher evaluation reports
- (2) Copies of the annual contracts
- (3) Teaching certificate
- (4) Transcript of academic records
- (5) Tenure recommendation

- B. No material originating after original employment will be placed in his personal file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his file is inappropriate or in error, he may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- C. Should the District receive a Freedom of Information (FOIA) request for any teacher's file or portion thereof, the district will immediately notify the teacher of said request. Furthermore, the district agrees to take the maximum time allowed by the law to respond to that request unless the teacher requests the FOIA request be responded to sooner.

(Refer to Section 2.2 - Association Rights).

Section 2.11 School Improvement.

- A. The Board, Administration, Teachers and Association recognize the necessity of maintaining on-going district-wide school improvement plans and importance of establishing educational quality as a fundamental priority and shared goal of the parties.
- B. Building and District School Improvement Teams shall be established to conduct on-going school improvement activities and to develop school and district school improvement plans as required in Section 1277 of the Revised School Code. School Board Members, School Building Administrators, Teachers, other school employees, parents and pupils shall be invited and allowed to voluntarily participate in the planning, development, implementation and evaluation of the district's school improvement plans.
- C. The School Improvement Team is not designed to address collectively bargained areas of salary, fringe benefits, employee performance or matters established in statute such as the Public Employees Relations Act and the Michigan Tenure Teachers Act..
- D. The Board shall ensure that decisions made at the school building level are made using a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality education. It is a process through which those individuals

responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.

Section 2.12 Commitment to In-Service.

In-service and professional development programs will be developed through the school improvement process.

SECTION THREE

TEACHING CONDITIONS

Section 3.1 Student Discipline, Teacher Protection.

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take steps within its means to relieve the teacher of responsibilities with respect to such pupil, upon recommendation of the classroom teacher and approval of the Principal.
- B. Any case of assault upon a teacher while in pursuit of his employment, shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly 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 as a result of any reasonable action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, until such time as MEA renders assistance.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- E. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.
- F. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year.
- G. The Board will carry a liability insurance to protect the teachers from any action taken against them as a result of complaints made against them while they are engaged in sponsoring any school-related activities, such as class trips, dances, etc.
- H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers.

The private and personal life of any teacher is not within the appropriate concern or attention of the Board.

- I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- J. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being.

Section 3.2 Instructional Materials.

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires and similar materials are tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific, and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such education tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association.

Section 3.3 School Equipment.

The Board agrees at all times to keep the schools reasonably equipped and maintained.

Section 3.4 Teaching Facilities.

The Board agrees to make available in each school adequate typing and copying facilities to aid teachers in the preparation of instructional material.

The Board shall make available in each school, adequate lunchroom, restroom and lavatory facilities exclusively for teacher use, and at least one room, appropriately furnished, which shall be reserved for use as a faculty work room.

The Board shall provide:

- A. A separate desk for each teacher in the district with a lockable drawer space.
- B. Suitable closet space for each teacher to store coats, overshoes and personals.
- C. Adequate chalkboard space in every classroom.

- D. Copies, exclusively for teacher's use, of text for each course to be taught.
- E. A complete unabridged dictionary in every classroom.
- F. Adequate storage space in each classroom for instructional materials.
- G. Adequate attendance books, supplies and other such material for daily use.
- H. Telephone facilities to be made available for their reasonable use.
- I. Adequate off-street parking facilities, reasonably protected from vandalism and properly maintained and identified exclusively for teacher use.

Section 3.5 Teaching Hours.

The teacher's normal hours of attendance in the school system shall be as follows: In 1997-98 and 1998-99, all teachers are required under this contract to be in the school complex by 8:15 a.m.. Classes shall not begin prior to 8:20 a.m. without reducing by an equal amount of time the teacher dismissal time at the end of the school day, or go beyond 3:00 p.m.. Teacher dismissal time to be 3:05 p.m. In 1999-2000 all teachers are required to be in the school complex by 8:05 a.m. Classes shall not begin prior to 8:10 a.m. without reducing by an equal amount of time the teacher dismissal time at the end of the school day, or go beyond 3:05 p.m. Teacher time to be 3:10 p.m. except for days when there are faculty meetings which were scheduled in such a way as to allow 24 hour notice, and except on Fridays and days before holidays when teachers shall be allowed to leave the building at the same time students are dismissed.

Faculty meetings, except in emergency situations, should be no more than two (2) per month. Additionally, the principal may call up to four (4) additional meetings per year, on a subject level, for the purpose of curriculum. Faculty meetings and curriculum meetings will be no longer than one hour unless the participants mutually agree for the meeting to be longer.

For those teachers working in more than one building, the principal in whose building the teacher spends the least amount of time, will place agenda items pertinent to that teacher, early on the agenda so as not to require the teacher's attendance for nonpertinent items.

Teachers are encouraged to remain for a sufficient period after the close of the pupil's school day to attend to those matters which properly require attention at the time, including consultations with parents. The teacher may request the building principal to be present if he feels that such assistance is warranted.

Each teacher shall be entitled to lesson preparation time each week as follows:

- A. Elementary (Grades K-5). K-5 teachers shall receive a planning period when responsibility for their class has been assumed by another teacher for special instruction such as physical

education and art, and when the students are assigned to be on recess. The aggregate planning time in 1997-98 shall not be less than 240 minutes per week and 250 minutes per week in 1998-99 and 1999-2000.

- B. Secondary (Grades 6-12). Grade 6-12 teachers shall normally receive planning periods in accordance to the block schedule for secondary students. The aggregate planning time shall not be less than an average of 480 minutes during a two-week period in 1997-98 and 500 minutes during a two-week period in 1998-99 and 1999-2000.

It is further understood that the primary purpose of planning time is to provide teachers time to plan and prepare for classroom instruction.

All teachers shall be entitled to a duty-free lunch period of thirty (30) minutes. The Board and Administration shall make every effort to provide recess supervision.

The teacher contract covers a period of 180 teaching days plus two (2) days of pre-school or post-school inservice (1997-98 and 1998-99), and 181 teaching days plus one and one half (1 ½) days of pre-school or post-school inservice (1999-2000) for a total of 182 days for that year.

Section 3.6 Class Size and Teaching Conditions.

It is agreed that the maximum class pupil load per teacher per day on the secondary level or departmentalized basis not exceed 180 pupils.

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also 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.

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.

<u>Grade</u>	<u>Recommended</u>
Kindergarten	22
1st - 2nd Grade	22
3rd - 5th Grade	25
6th - 12th Grade	30

Because most educators feel the pupil-teacher ratio is an important aspect of an effective educational program, the Board will make a continuing effort to reach the recommended standards as mentioned above. (Exceptions are traditional large group instruction). Anyone who has to teach an overload can make arrangements with the Superintendent for paraprofessional or volunteer aid.

When special education students are mainstreamed into the regular classroom, every possible effort will be made to have class size decreased according to the number of such pupils and nature and severity of impairment as indicated by the following weighing factors:

1 <u>Student Category</u>	2 <u>Weight Factor</u>
1. Normally Achieving (students who are progressing satisfactorily and achieving at an acceptable rate for their grade level).	1.0
2. Trainable Mentally Impaired	3.0
3. Educable Mentally Impaired	2.5
4. Learning Disability	2-2.5 (Dependent upon nature and severity)
5. Severe Hearing Handicapped	2.5
6. Moderate Hearing Handicapped	2.0
7. Visually Handicapped - Blind - Partially Sighted	3.0 2.5
8. Physically Handicapped	1.5-2.5 (Dependent upon nature and severity)
9. Severe Multiple Handicapped	3.0 (with aides)
10. Emotionally Impaired	2-3.0 (Dependent upon nature and severity)

Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists and during recess periods.

Section 3.7 Night Parent/Teacher Conferences.

The employer may schedule evening parent/teacher conferences (not to exceed one evening per year from 4:30 p.m. - 7:30 p.m.) for the purpose of providing increased opportunity for parents whose employment or responsibilities prevent attendance at day conferences to communicate with teachers

concerning their child's progress. School will be delayed 3 hours (11:30 a.m.) on parent conference days.

SECTION FOUR

LEAVES OF ABSENCE

Section 4.1 Professional, Personal, Association Leaves

- A. A teacher shall be released from regular duties without loss of pay for the purpose of attending a selected professional conference, as approved by the Superintendent of Schools. Approval of such leave shall be granted by the administration if it promotes professional growth.

The Board agrees to pay the necessary expenses of motel/hotel, mileage, registration fee, and meals for teachers attending selected professional conferences.

- B. At the beginning of every school year (1997-98 and 1998-1999, each teacher shall be credited with two (2) Personal Leave days. At the beginning of 1999-2000 each teacher shall be credited with three (3) Personal Leave days. A teacher planning to use a Personal Leave day, or days, shall notify his principal at least one (1) day in advance, except in the case of an emergency. No more than a total of four (4) teachers from both buildings will be granted Personal Leave for the same date, unless the Superintendent has issued special authorization for additional teachers to use Personal Leave days. Days shall be granted on a first-come basis. In the event there is a need to break a tie, the seniority shall determine which teacher gets the leave (i.e., most seniority, etc.). The use of Personal Leave during the last two weeks of school is discouraged by the Association and Administration and will require a written reason for such use and approval by the Administration.

The form for Personal Leave notification shall be as follows:

NOTICE OF PERSONAL LEAVE

I, _____, request a personal leave day on _____
to _____

which is personal business I can not conduct at a time other than during school hours.

Certified by:

Signature

Date

- C. Unused personal day(s) or half day(s) may be added to sick leave accumulation at the end of the school year.
- D. At the beginning of every school year the PEA shall be credited with ten (10) days to be used by teachers who are officers or agents of the PEA; such use to be at the discretion of the association. The association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. PEA will provide substitute pay with no loss of salary to the teacher.
- E. To encourage the performance of Civic Duty, the Board of Education should make it possible for a teacher to perform jury duty. Said teacher shall receive his regular salary less the amount received for said jury duty. A teacher who is subpoenaed as a witness shall receive his regular salary less the amount received for such witness duty.
- F. A teacher shall be granted up to five (5) days Bereavement Leave for death in the immediate family. Immediate family is defined as father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchild or step family (i.e. step father, etc.)

- G. The district will provide on an annual basis an emergency personal business leave bank of five (5) days. A teacher who has used his/her annual business days and who encounters unusual circumstances warranting additional paid personal leave may apply to the Superintendent for additional personal leave time to be used from the emergency personal leave bank. Depending upon the urgency and the nature of the emergency, application may be oral (followed by written application), or in writing, using an application form determined by the employer. Personal Leave days may be requested one day at a time as opposed to multiple days (days in anticipation of need) by any bargaining unit member. In any event no more than two (2) days per teacher per year will be allowed. The granting of such emergency leave from the emergency personal leave bank shall be at the sole discretion of the Superintendent of Schools on a first-come-first-served basis. The Superintendent's decision(s) regarding emergency leave shall not constitute the establishment of precedent for future decisions.

The bank of five (5) days represents the maximum number of emergency personal leave time that may be available to the bargaining unit as an employee group in a given year. Unused days will not be applied to subsequent years under this arrangement.

A bargaining unit member who utilizes emergency leave days under this section will be required to "pay back" such days in subsequent years, at an annual rate of NO LESS THAN ONE (1) DAY PER YEAR TO BE DEDUCTED, when possible, from the current year's accumulated sick leave or personal business days.

Section 4.2 Sabbatical Leave.

Teachers who have been employed for seven (7) consecutive years by the Board of Education may be granted an unpaid sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution, and travel which will improve the teacher's ability to teach.

A teacher must notify the Board in writing of his intention to take such leave ninety (90) days prior to the date on which such leave shall take effect. A teacher returning from such leave shall notify the Board of his intention to return at least ninety days prior to termination of such leave.

Section 4.3 Unpaid Leave.

- A. A general leave of absence is defined as an extended time of employee absence for reasons approved by the Board of Education upon recommendation of the Superintendent.
- B. Military leaves of absence shall be granted to any regularly appointed employee who shall be inducted for military duty with any branch of the Armed Forces of the United States.

A probationary teacher returning to employment from military service shall serve at least one

year of probationary teaching before being granted tenure.

Employees on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system, the Board of Education reserving the right to give or to withhold increments to those remaining in military service beyond the compulsory period.

Prospective replacements for Military Leave Personnel shall be informed that the position could be of a temporary nature.

- C. The Board of Education shall grant a leave of absence for maternity, without pay, to any staff member who is employed by the school district.
- (1) This maternity leave shall be granted upon written request for such leave and upon proper certification of pregnancy by the employee's physician.
 - (2) A teacher must notify the Board in writing of her intention to take such leave ninety (90) days prior to the date on which such leave shall take effect.
 - (3) Maternity leave shall be granted for a period of one calendar year and shall be renewed at the discretion of the Superintendent.
 - (4) Childbirth shall be considered as sick leave within the interpretation of sick leave policy.
- D. A leave of absence for Child Care, if requested, by the mother or father, one (1) only, shall be granted for a period not to exceed one year, plus an unfinished year.
- E. If requested by the foster mother or foster father, one (1) only, within thirty (30) days after the child is assigned to said foster parent, Adoptive Leave shall be granted, a period not to exceed one year, plus an unfinished year.
- F. Family and Medical Leave in accordance with The Family and Medical Leave Act of 1993. This section shall not be construed as limiting the right of the Board to require or the right of the teacher to elect to substitute paid leave for unpaid leave in accordance with Section 102(d)(2) of The Family and Medical Leave Act of 1993.

Section 4.4 Illness and Disability.

- A. Sick leave shall be granted on the following basis: For all employees with a work year of 36 to 42 weeks, in 1997-98 shall be credited fifteen (15) days and fourteen (14) days in each of the last two years of this contract (1998-99 and 1999-2000) only.

- B. At the beginning of the contract year for each full time teacher the above sick leave shall be credited for accumulation. The unused portion of sick leave shall be allowed to accumulate to 115. For those who have accumulated over 115 days (for the 1983-84 school year), their days shall be frozen. These shall not be diminished until they exceed the fifteen (15) days allowed per year.
- C.1. Sick leave shall be useable for either personal or family illness. Family illness shall be defined as father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, or step family (i.e., step father, etc.)
- C.2. After five (5) or more consecutive days of absence, or if a pattern of continuous absence because of illness occurs, a medical certificate may be required. If, within five working days after the Superintendent's request, the employee does not provide a requested medical certificate, the employee may be charged for those days of absence.
- D. Absence due to injury incurred in the course of and as direct result of the teacher's employment in the school system shall not be charged against the teacher's sick leave days, and the Board shall pay to such teacher the difference between his salary and the benefits received under the Michigan Workman's Compensation Act for the duration of such absence and within the limitation of the teacher's present contract.
- E. A teacher absent from work because of mumps, scarlet fever, pink eye, lice, scabies, impetigo, or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave, if such illness occurs when cases of such illness are present in this school.
- F. A teacher must notify the school administration when he is ready to return from sick leave. If the teacher fails to notify the Administration and both the teacher and the substitute report to work, the teacher will be sent home and the substitute will be permitted to work. The substitute's pay will be deducted from the teacher's salary.
- G. A teacher proven guilty of abusing sick leave shall be penalized to the extent of 3-5 days off with loss of pay at the discretion of the Superintendent.
- H. Within 24 hours after a teacher returns from sick leave, he shall fill out a sick leave form in the office.
- I. A teacher may use all or any portion of her accumulated sick leave days to recover from childbirth complications. A teacher may use up to two (2) weeks of his sick leave time to attend to the spouse and/or child following childbirth.
- J. A \$200.00 bonus will be paid to any teacher who misses not more than one day of school due to illness (sick leave day) during a school year.

Section 4.5 Sick Leave Bank

- A. A sick leave bank shall be established consisting of a number of days equal to twice the bargaining unit membership of which one (1) day shall be contributed by each bargaining unit member, and one (1) day **per bargaining unit member** shall be contributed by the employer. Days shall be credited at the beginning of each fiscal year. In subsequent years, bargaining unit members and the employer will make equal contributions to maintain the beginning of the fiscal year total at the level of twice the bargaining unit membership. Bargaining unit member contributions to maintain the sick leave bank beginning total mentioned above will be in order of seniority (most to least) on a continuous rotating basis.

- B. Upon depletion of his/her personal sick days, a bargaining unit member may make application to the Sick Leave Bank Review Board. This board will consist of the members of the current association negotiating team and the Superintendent of Schools. The Superintendent of Schools, upon the recommendation of the Association members of the Sick Leave Bank Review Board, will determine whether or not the applicant's request will be approved.

- C. An individual bargaining unit member who utilizes sick leave bank days during a school year must "pay back" days used from their annual sick leave allowance in subsequent years at an annual rate not to exceed five (5) days per year. Individual bargaining unit members and the employer who must contribute on an annual basis to the sick leave bank beginning fiscal year total under Section 4.5 (A) will be assessed contribution days after the required "pay backs" of sick leave bank users have been determined.

SECTION FIVE

COMPENSATION AND BENEFITS

Section 5.1 Insurance Protection.

- A. The Board shall provide without cost to full time employee the following MESSA PAK: The employer shall pay health care premiums up to and including full family coverage for full time employees who are assigned to work a regular schedule as defined in Section 3.5. Employees who are assigned a regular schedule less than full time shall have benefits as outlined in this section on a pro rata basis by the Employer. Part time employees whose premiums are paid on a pro rata basis will pay the remaining portion of health care premiums through a payroll deduction. Employees who are assigned a regular work schedule of less than .33 of a full time teacher are not eligible for Employer-paid health care benefits.

A full-time employee as described herein is defined as someone who works at least ten (10) months per year for the Employer, six (6) hours and fifty (50) minutes per day for five days a week or seven (7) hours and five (5) minutes in 1999-2000.

PLAN A

(For employees needing health insurance)

Super Care I which will include a \$2.00 deductible for prescriptions prior to January 1, 1998 and \$5.00 deductible for prescriptions beginning on January 1, 1998 up to and including full family. The Board will reimburse each employee, upon receipt, for the deductible amounts for the health care deductible and up to \$66 each reimbursement for each full time employee on prescription drugs. Upon receipt, reimbursements for prescription drugs will be made on the last regular pay period prior to June 30 of each fiscal year.

Long Term Disability - 66-2/3%

- \$3,500 maximum
- 90 calendar days modified fill
- Freezes on offsets
- Alcoholism/drug addiction and mental/nervous same as any other illness
- COLA
- Dental - E 007 (80/80/80: \$1,300)
- Vision - VSP 2
- Negotiated Life - \$25,000 AD & D

PLAN B

(For employees not needing health insurance)

- Dental - E 007 (80/80/80: \$1,300)
 - Vision - VSP 3
 - Negotiated Life - \$35,000 AD & D
 - Long Term Disability - Same as above
 - Option - \$218.12 (present price, not a cap.)
- B. Employees not wishing health care protection may apply the equivalent of an individual employee's Super Care I premium for the purpose of compliance with Section 125 of the Internal Revenue Code.
- C. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full 12-month period commencing October 1 and ending the following September 30, for all employees who complete their contractual obligation. If an employee terminates his employment for reasons other than illness prior to June, his subsidy shall terminate on the first of each month following. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. Instances where cost of coverage exceeds the amount of subsidy, the Board shall make provision for the excess to be payroll deductible.
- D. When a bargaining unit member goes on long term disability or on an unpaid medical leave, the Board will continue to pay all insurance premiums, at the request of the bargaining unit member. The bargaining unit member will reimburse the Board on a monthly basis for the insurance premiums.

Section 5.2 Salary Schedule.

- A. Three years experience may be credited from outside the district. One year will be given for military service, if honorably discharged.
- B. Any teacher who enrolls in a course related to his instructional responsibilities at an accredited college or university shall receive, upon successful completion, \$100.00 per credit hour reimbursement from the Board toward the expense of said course. This credit hour reimbursement shall not be granted for those credit hours needed to obtain continuing certification (BA or BS+18).
- C. The Board agrees at all time to maintain a list of substitute teachers. The administration shall obtain substitutes.

D. RETIREMENT INCENTIVE: (See Letter of Agreement)

E. Payment of Unused Sick Days.

Employees not electing early retirements under the provisions of this section Article 5.2 subsection D shall receive a payment of \$35.00 (thirty-five dollars) for each of their unused sick leave days over ninety (90). This one-time payment will be calculated upon the number of days in the employee's individual frozen sick leave account at the time of retirement. Employees who elect an early retirement incentive as provided in Article 5.2, subsection D shall not be eligible for payment of unused sick days.

1997-1998 Salary Schedule

STEP	BA	BA + 20	MA	MA + 15
1	26,037.00	27,214.00	28,608.00	29,803.00
2	27,221.00	28,364.00	29,883.00	31,103.00
3	28,405.00	29,614.00	31,183.00	32,403.00
4	29,591.00	30,864.00	32,483.00	33,753.00
5	30,775.00	32,114.00	33,808.00	35,103.00
6	31,959.00	33,414.00	35,133.00	36,403.00
7	33,145.00	34,714.00	36,483.00	37,703.00
8	34,329.00	35,964.00	37,808.00	39,053.00
9	35,837.00	37,264.00	39,183.00	40,403.00
10	36,914.00	38,564.00	40,558.00	41,803.00
11	37,774.00	39,854.00	41,933.00	43,203.00
12	39,282.00	41,264.00	43,308.00	44,604.00
13*	40,683.00	42,664.00	44,708.00	46,003.00

1998-1999 Salary Schedule

STEP	BA	BA + 20	MA	MA + 15
1	26,688.00	27,894.00	29,323.00	30,548.00
2	27,902.00	29,073.00	30,630.00	31,881.00
3	29,115.00	30,354.00	31,963.00	33,213.00
4	30,331.00	31,636.00	33,295.00	34,597.00
5	31,544.00	32,917.00	34,653.00	35,981.00
6	32,758.00	34,249.00	36,011.00	37,313.00
7	33,974.00	35,582.00	37,395.00	38,646.00
8	35,187.00	36,863.00	38,753.00	40,029.00
9	36,733.00	38,196.00	40,163.00	41,413.00
10	37,837.00	39,528.00	41,572.00	42,848.00
11	38,718.00	40,861.00	42,981.00	44,283.00
12	40,264.00	42,296.00	44,391.00	45,719.00
13*	41,700.00	43,731.00	45,826.00	47,153.00

1999-2000 Salary Schedule

STEP	BA	BA + 20	MA	MA + 15
1	27,355.00	28,592.00	30,056.00	31,312.00
2	28,599.00	29,800.00	31,396.00	32,678.00
3	29,843.00	31,113.00	32,762.00	34,043.00
4	31,089.00	32,426.00	34,127.00	35,462.00
5	32,333.00	33,740.00	35,520.00	36,880.00
6	33,577.00	35,106.00	36,912.00	38,246.00
7	34,823.00	36,471.00	38,330.00	39,612.00
8	36,067.00	37,785.00	39,722.00	41,030.00
9	37,651.00	39,150.00	41,167.00	42,448.00
10	38,783.00	40,516.00	42,611.00	43,919.00
11	39,686.00	41,882.00	44,056.00	45,390.00
12	41,271.00	43,353.00	45,500.00	46,862.00
13	42,743.00	44,824.00	46,971.00	48,332.00

* Teachers who have reached step thirteen (13) will be eligible for "career increments" as follows:

- After 14 years of service (15th, 16th, 17th, 18th and 19th years) each teacher will receive \$950.00 in addition to the Step 13 salary.
- After 19 years of service (20 years plus) each teacher will receive \$1,900 in addition to the Step 13 salary.
- For 1997-98: BA 20 = 1996-97 rate x 1.0236 = 1997-98 base + applicable career increment.
- For 1998-99: BA 20 = 1997-98 base rate (1997-98 salary less \$1,900) x 1.025 = 1998-99 base + .003 off schedule payment plus applicable career increment.
- For 1999-2000: BA 20 = 1998-99 (1998-99 salary less \$1,900) rate x 1.025 = 1999-2000 base + .003 off schedule payment plus applicable career increment.

** In 1998-99 and 1999-2000 all teachers will receive in addition to the salary schedule salary a stipend of .003 which will be paid over the 21 or 26 pay schedule.

EXTRA-DUTY SCHEDULE

Head Football Coach.....	10%
Assistant Varsity Football.....	7%
Junior Varsity Football.....	7%
Assistant Junior Varsity Football.....	4%
Boys or Girls Head Basketball.....	10%
Boys or Girls Junior Varsity Basketball.....	7%
9th Grade Basketball.....	5%
8th Grade Boys/Girls Basketball.....	4%
7th Grade Boys/Girls Basketball.....	4%
Boys or Girls Elementary Basketball.....	1%
Varsity Volleyball.....	10%
JV Volleyball.....	7%
8 th Grade Volleyball.....	1.5%
7 th Grade Volleyball.....	1.5%
Fall Var. & JV. Cheerleading.....	5%
Winter Var. & JV Cheerleading.....	6%
Junior High Cheerleading.....	3%
Elementary Cheerleading.....	1%
Head Baseball Coach.....	10%
Head Softball Coach.....	10%
Boys or Girls Track Coach.....	7%
Junior High Track Coach.....	3%
Band Director.....	6%
Marching Band.....	3%
Yearbook.....	4%
Play Director.....	2%/Performance
Club Sponsor.....	0.5%
Student Council.....	3%
National Honor Society.....	0.5%
Class Sponsors: Senior Class.....	3%
Junior Class.....	2%
Sophomore Class.....	1.25%
Freshman Class.....	1%
8th Grade.....	1%
7th Grade.....	1%
6th Grade.....	1%
K-5.....	0.5%
Drivers Education	\$13.00/hr. 1997-98

Extra-duty to be paid at the percent of BA track based on years of experience in the activity in the Pellston system. Years of experience to be capped at Step Four (4) of the BA track. (Current Schedule).

Where there are 24 or more players on either the baseball or softball teams, Junior Varsity coach shall be hired for that team and shall receive 3%.

The salaries of teachers covered by this agreement are set forth in Section 5.2 (and others as negotiated) which is attached to and incorporated in this agreement.

The salary schedule is based upon a normal weekly teaching load as defined in Section 3.6.

The following legal holidays shall be observed, and all schools shall be closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas.

A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the School Board or State Labor Relations Board while participating in any professional grievance negotiation shall be released from regular duties without loss of pay.

Section 5.3 Extra-Curricular Compensation.

- A. The Board of Education shall grant extra pay to those who are selected by the Administration to perform the extra-curricular (beyond the school day) duties as set forth in Appendix.
- B. This pay will be awarded at the conclusion of the duty.
- C. Extra curricular duty positions will be filled at the discretion of the Board; however, if a current coach or teacher applies and is equally qualified as an applicant who is not a current teacher or coach, then the current coach or teacher applicant will be offered the position.

Appendix B may be reopened at any time during the contract year to include additional items deemed necessary by the Board or teachers.

If one person coaches both varsity and junior varsity of the same sport, the junior varsity salary will be reduced by 1/5.

Any new club formed must receive approval of the Superintendent before any compensation will be allowed.

D. It is recognized that part of the Athletic Director's responsibilities are to evaluate coaches.

SECTION SIX

OTHER

Section 6.1 Miscellaneous Provisions.

- A. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil, in matters pertaining to school.
- 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 to or inconsistent terms contained in any individual teacher contracts hereto in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- D. Each teacher who is new to the system shall present a transcript of credits to the Superintendent by the fourth Friday of the school year.
- E. If the percentage growth in the basic foundation allowance under Section 20 of the State School Aid Act of 1979, being Section 388.1620 of the Michigan Compiled Laws for the State Fiscal year, as compared to the basic foundation allowance for the immediately preceding state fiscal year is less than the percentage increase in the average consumer price index for all items, as determined by the U.S. Department of Labor statistics for the 12 month period ending on the June 30 immediately preceding the beginning of the state fiscal year, then there shall be no increase in the required minimum number of days or hours of pupil instruction under Subsection (1) for the school year ending in the state fiscal year.
- F. Nothing in this contract shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty. In the event scheduled days of student instruction which are not held because of conditions such as inclement weather, fire, epidemics, mechanical breakdowns or health conditions as defined by the city, county or State health authorities, days are required to be made up under State Law PA298 of 1986, then the parties will meet to bargain the rescheduling of the days.

Teachers will receive their regular pay for days which are canceled, but shall work on

any rescheduled day(s) with no additional compensation.

In the event State Law PA 298 of 1986 is changed, the parties will revert to their former practice.

- G. Pellston Public Schools will type the contract, and the Superintendent and PEA will proofread prior to distribution.

Section 6.2 Separability.

If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be 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.

It is further agreed that within ten (10) days of notification of a final and binding determination of such illegality, the employer and Association/Union will commence negotiations concerning the subject matter of the provision determined to be illegal.

PELLSTON PUBLIC SCHOOLS

Pellston, Michigan 49769

MEMORANDUM

To: _____
(Teacher's Name)

From: _____
(Administrator)

I shall be visiting your class for the purpose of evaluation on the following date:

_____, and time:

_____.

The class to be visited is:

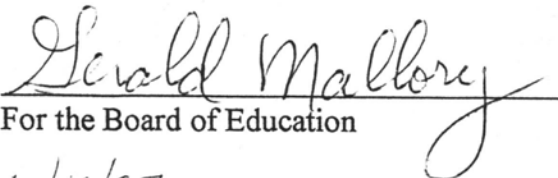
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LETTER OF AGREEMENT

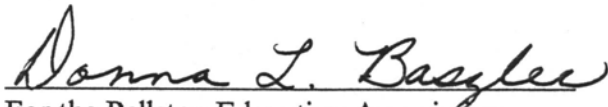
MASTER/MENTOR-TEACHER PROGRAM

Pursuant to provisions of Public Act 335 of 1993, the parties agree to implement a Master/Mentor teacher program during the 1997-2000 school years. The program will follow the guidelines outlined below.

- A. During the 1997-2000 school years any new teacher employed by the district shall be assigned by the Administration to a master teacher, who shall act as a mentor to the teacher.
- B. Selection of the master teacher shall be as follows:
 - 1. A master teacher shall be a tenured teacher.
 - 2. Participation as a mentor-teacher shall be voluntary. The administrator shall select from a pool of available teachers the one who is best suited for work with the mentee, i.e. in the same grade or curriculum certification, mutual planning time, etc.
 - 3. The appointment shall be renewed annually or changed if by mutual agreement the mentor/mentee arrangement is not working as it should.
- C. The mentoring and support activities within this program will be separate and non-contributing to the district's formal evaluation process.
- D. The Board shall provide appropriate resources and support including adequate released time if it is requested by the mentor teacher, to ensure the success of the program. The Board will also cooperate with other districts, colleges or universities and the Intermediate School District in the implementation.
- E. Up to fifteen (15) days of release time for professional development shall be provided to new teachers over the first three years of employment.
- F. If at any time either of the parties agree that the provisions of this Letter of Agreement are not meeting the needs of the Master/Mentor Statute, they shall meet and revise this Letter of Agreement to make any necessary changes to come into compliance.


For the Board of Education

11/10/97
Date


For the Pellston Education Association

12-8-97
Date

LETTER OF AGREEMENT
Between
PELLSTON PUBLIC SCHOOLS
And
PELLSTON EDUCATION ASSOCIATION

The undersigned and the Board of Education of Pellston Public Schools ("Board") agree to the Early Leave Incentive Program as a responsible approach to providing an early leaving option for teachers. Both parties agree that the Early Leaving Incentive Program will not affect any terms or conditions of the current collective bargaining agreement between the parties or create a binding precedent on the part of either party.

1. **Eligibility Requirements.** Pellston Education Association (PEA) bargaining unit members who will complete fifteen (15) years of service at Pellston Public Schools as a teacher by the end of the 1997-98 school year and are in good standing will be eligible to submit a written application to participate in an Early Leaving Incentive Program on or before April 1. Interested teachers may obtain an application from the Office of the Superintendent on or after March 10.

2. **Incentive Payments.** A successful applicant shall have the opportunity to elect one of the following incentive options:
 - Option A: A one-time lump sum payment of \$23,000 which will be paid on the last bi-weekly pay date of the current contract year.

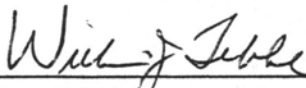
 - Option B: Two payments of \$12,000, the first of which will be paid on the last bi-weekly pay date of the current contract year and the second on the last bi-weekly pay date of the next succeeding fiscal year.

 - Option C: Five payments of \$5,200, the first of which will be paid on the last bi-weekly pay date of the current contract year and the remaining four payments on the last bi-weekly pay date of each succeeding fiscal year.

3. **Conditions and Limitations.**
 - A. If the teacher participating in this Program dies prior to receiving all scheduled payments, any unpaid balance will be paid to his/her designated beneficiary.

 - B. The Board of Education reserves the right to limit the number of Early Leaving Incentive Program participants. Applicants with the greatest number of service years in the School District will be first selected.

FOR THE BOARD

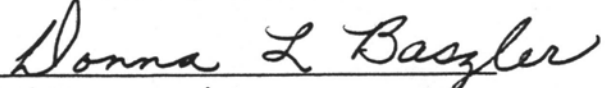


William J. Tebbe, Superintendent

12-9-97

Date

FOR THE ASSOCIATION



PEA Representative

12-8-97

Date



