

Master Contract

between

**Pinckney Community Schools
Board of Education**

and

Pinckney Education Association

Effective

September 1, 1998 Through August 31, 2001

Pinckney Community Schools

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MASTER CONTRACT

Agreement made April 23, 1998, by and between the BOARD OF EDUCATION OF PINCKNEY COMMUNITY SCHOOLS, hereinafter called "the Board" and the PINCKNEY EDUCATION ASSOCIATION, hereinafter called "the Association."

WITNESSETH

WHEREAS the Board and the Teachers desire a quality education for the children of this district, and

WHEREAS respect and cooperation between the Board, Association and the Teachers will assist in providing a quality educational program to the district's children, and

WHEREAS the Board has a statutory obligation, pursuant to ACT 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment,

THEREFORE, the parties following extended and deliberate negotiations have reached certain understandings which they desire to memorialize.

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

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 (eleven) of Act 379, Public Acts of 1965, for all certified personnel (including classroom teachers, guidance counselors, media specialists--formerly known as librarians--curriculum coordinators, reading coordinators, computer coordinators) employed by the Board, excluding substitutes, athletic director, supervisory and executive personnel and office and clerical employees.
- B. The term "teacher," where used hereinafter in this Agreement, shall refer to all employees who are employed by the Pinckney Community Schools as above defined.

ARTICLE II BOARD RIGHTS

The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, 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 the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.

- B. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees, transfer employees, assign work to employees, determine the size of the work force and to layoff employees.
- C. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including the institution of new and/or improved methods or changes therein.
- D. To adopt rules and regulations.
- E. To determine the qualifications of employees.
- F. To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. To determine all financial and educational policies.
- H. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

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

ARTICLE III ASSOCIATION SECURITY

- A. The Board agrees not to negotiate with any Teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual Teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is consistent with the terms of this Agreement and provided that the Association has been given an opportunity to be present at such adjustment.
- B. Each bargaining unit member shall, as a condition of employment on or before thirty (30) calendar days from the first work date, elect to either join the Association or to pay a service fee to the Association. Payroll deduction authorization may be exercised by the Teacher for either dues or fees deduction. Such dues and/or fees shall be set by the Association. The Teacher shall sign and deliver an authorization for payroll deductions to the Board for the dues or fees. Such authorization shall remain in effect from year to year unless revoked by the teacher. Teachers electing dues/fees deductions will have such deducted in equal amounts from ten (10) consecutive pays commencing with

the third (3rd) pay period of each year. The Teacher may also choose to pay in lump sum by personal check to the Association treasurer no later than September 30.

In the event that the Teacher does not elect dues deduction, fees deduction, or direct payment, then pursuant to MCLA 408.477; MSA 17.277(7) and to Association request, the Board shall commence fees deductions from the Teacher's paycheck. Such deductions shall be made in equal amounts over ten (10) consecutive paychecks beginning from the time of the Association notice.

All dues and fees so deducted shall be remitted to the Association in lump sum no later than twenty (20) days following the respective deduction.

C. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court and administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with Section B & C at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

ARTICLE IV ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. 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 Constitution 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 membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Any grievance which may arise under the specific charge of discrimination must state clearly the manner in which all parties were treated differently than said grievant which forms the basis for the charge of discrimination.

- B. The Association and its members may use school rooms at reasonable hours for meetings with the Administration's approval and by scheduling such use with the Community Education office.
- C. No Teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association.
- D. A bulletin board in the Teachers' lounge in each building shall be made available to the Association and its members.
- E. The Association shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school including annual financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other "readily available" and pertinent information which may be relevant to negotiations or the processing of any grievance.
- F. A copy of written Board policies as retained in each building will be available for the review of Teachers of that building.
- G. The Board agrees to provide to the Association up to ten (10) days per year to permit selected Association members the use of said days for the purpose of attending various Association functions excluding those of non-teaching (non-certified) affiliates. The Association shall reimburse the Board its actual substitute rate for days 6-10. None of these ten (10) days shall be utilized for overt strike support in other school districts.
- H. The PEA Grievance Chairperson shall be released from regular classroom duties when necessary to facilitate the processing of grievances in conjunction with administratively called meetings.
- I. The Association may use interschool mail and Teachers' mailboxes for Association mail provided that no clerical employees are expected to handle such mail.

ARTICLE V PROFESSIONAL COMPENSATION

- A. The salaries of Teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. Teachers hired from outside of the bargaining unit shall be placed on the salary schedule based on their prior years of teaching and/or administrative experience in other K-12 educational institutions. Normally, Teachers shall be granted one step credit for each two (2) years of prior experience up to Step 5.
 - 1. However, the Board reserves the right to hire Teachers with greater experience at a step above Step 5, but not greater than their years of experience, if the Board deems it necessary in order to hire a suitable candidate.

2. Furthermore, the Board also reserves the right to hire all Teachers at Step 0, should the Board deem that the financial condition of the district necessitates this.
 3. Should a new hire be placed on the salary schedule in accordance with B.1 or B.2 above, the Association shall be notified of the variance.
- C. Salary Step Determination: Initial salary step placement for all new Teachers to the district shall be as outlined in Section B of this Article. The initial and subsequent salary step placement of a Teacher shall be adjusted on a yearly basis at the beginning of a school year. Said salary step adjustment shall further be based on total accumulated district seniority as computed (on paid days) and maintained for district seniority purposes in Article XIII and that actual placement be made using the arithmetic mean as follows:
- 0.000yr to 0.250yr = no step increase
 - 0.251yr to 0.750yr = step increase
 - 0.751yr to 1.000yr = full step increase
- D. Initial paychecks will be provided on the first district payday that occurs after Teachers have returned to their daily assignments (excluding orientation days). Teachers shall have the option of receiving twenty-six (26) paychecks (Year round paychecks or lump sum payment in June) or twenty-one (21) paychecks for periods established by the Board. A Teacher shall receive the same number of paychecks he/she received the previous year unless the Teacher notifies the Business Office in writing prior to the end of "All Teacher Orientation" Day for the year in which the change is desired.
- E. Personnel employed in Guidance, Counseling, and Special Education positions prior to September 1, 1976, shall receive \$400.00 above their present step on the salary schedule plus 5% per week for work done before and after the regular school year. Personnel employed in Guidance, Counseling and Special Education positions subsequent to September 1, 1976, shall not be entitled to those stipends as herein set forth, but, instead, shall be entitled to other applicable provisions of this Agreement.
- F. After completion of the thirteenth (13th), nineteenth (19th) and twenty-fourth (24th) year of contract teaching and administrative experience (combined district and non-district), a Teacher shall annually receive a longevity increment which shall be \$550 after the 13th year, shall increase to \$1,500 after the 19th year, and shall increase to \$2,750 after the 24th year. This shall be paid as additional salary. The amount shall begin to be paid as part of a Teacher's fourteenth (14), twentieth (20), and twenty-fifth (25) year contract. Said increments shall be prorated for less than a full year and/or teaching schedule. A Teacher's signature on his/her annual contract salary statement shall constitute confirmation that his/her salary including longevity is correct.
- G. Substitute Duty
1. The administration agrees to make reasonable efforts to obtain volunteers for substitute duty; however, absent a volunteer, assignments to such duty shall be

made on an equitable basis. Teachers who have either volunteered or who are assigned to substitute during another teacher's absence shall receive \$15.00 per class period as assigned.

2. The administration will continue to put forth efforts to have substitutes so that undue disruption of a regular teacher's day for substituting is minimized. Such efforts may be grieved through level three (3) of the grievance procedure.
- H. Direct deposit shall be available to employees, upon written request, for deposit to employee accounts in financial institutions that have cooperative agreements with the Board. Teachers utilizing payroll deductions and later electing to cancel their participation shall be prohibited from reapplying for payroll deductions until the commencement of the following school year. Employees may opt for payroll deduction to purchase MPERS retirement credit pursuant to applicable laws and regulations and upon the employee submitting a properly executed salary reduction agreement.
- I. Upon authorization of the Teacher and subject to those terms and conditions imposed by the insurance carrier, the Board agrees to make payroll deductions for Tax Deferred Annuities. The Tax Deferred Annuities shall be limited to eight (8) and/or those carriers of record as of June 30, 1978. MEFSA shall be included as one of the eight.
- J. Pay: Extra Class
- A high school teacher who voluntarily accepts an additional class assignment shall have added to her/his contract one-sixth (1/6) of the annual contract for Schedule A and Article V, F.
- A middle school teacher who voluntarily accepts an additional class assignment shall have added to her/his contract one-seventh (1/7) of the annual contract for Schedule A and Article V, F.
- K. Substituting While on Layoff
- Teachers on layoff status, who are certified and qualified, shall be afforded the opportunity to substitute for a regular Teacher when it is known that the regular Teacher's absence will be at least six (6) consecutive work days. The laid off Teacher who accepts such an assignment shall be paid her/his daily rate and shall also have Article XVIII coverage if the absence of the regular Teacher is known to be at least two (2) months duration; however, said coverage shall end at the end of the assignment or the end of the school year, whichever occurs first.
- Teachers on layoff status who are certified and qualified and who accept a substitute assignment of an unknown duration shall be paid their regular daily rate of pay after the fifth day of employment. These substitute assignments shall be considered as temporary for the duration of the approved leave; at the end of the temporary assignment the Teacher shall be considered as returned to her/his original layoff status without necessity for the Board to conduct another layoff.

- L. The following guidelines have been developed as a result of mutual desire by both the Board and Teachers to provide curriculum coordination and articulation through the use of Teacher "curriculum coordinators". It is further agreed that curriculum coordinators will serve on a K-12 Curriculum Committee to be "chaired" by a district administrator.

Duties for curriculum coordinators (K-8) shall be developed and form part of this article prior to the appointment of coordinators. Payment to curriculum coordinators shall be made according to one of the following options as determined by the Board of Education:

- Option A: \$20,500 will be allocated for K-12 Curriculum Cabinet stipends. The P.E.A. will determine the individual amount of allocated stipends.
- Option B: As a result of budget constraints, \$4,600 per year for High School Coordinators to be distributed according to "Duties and Guidelines" document (with appropriately reduced responsibilities).
- Option C: Severe budget restraints may result in the funding of neither Option A nor B above.

Curriculum coordinators will be notified no later than September 15 of each school year of the Board's intent to implement Option A, B or C.

Should a Teacher terminate his/her responsibilities as coordinator during the school calendar-year, payment shall be pro-rated in ten (10) equal parts.

ARTICLE VI TEACHING HOURS

- A. The duty day, excluding special committee work as per Article XVI, Section D, for classroom Teachers shall not exceed 445 consecutive minutes at any program level. Said regular duty day shall be inclusive of those contract provisions as set forth in paragraphs B(1) - B(6) below. However, in the event the school day needs to be adjusted from the 1995-96 schedule for curriculum and/or support program purposes, the daily time lines in paragraphs B(1) - B(5) below, excluding elementary preparation time in B(1), may be adjusted administratively by a maximum of twenty (20) minutes as long as the duty day does not exceed 445 consecutive minutes.
- B. Teachers shall be:
1. In the elementary school building $\frac{3}{4}$ hour prior to class time of which 30 consecutive minutes shall be used for preparation.
 2. In the secondary school building $\frac{1}{2}$ hour prior to class time.
 3. At place of duty $\frac{1}{4}$ hour prior to class time.
 4. At place of duty $\frac{1}{4}$ hour after school dismissal.
 5. Teachers are to return to their place of duty after noon dismissal five (5) minutes prior to class time.
 6. All Teachers shall have a duty free lunch period of twenty-five (25) minutes.

7. Hours for Teachers shall be fixed by the principal at the beginning of each semester. Except as otherwise agreed between the parties, such hours shall be subject to the aforementioned.
- C. The elementary Teachers shall not be required to have noon playground duty.
- D. Teachers at the elementary level shall not be required to supervise children during lunch periods. However, on the rare occasion that the building administrator is out of the building, or otherwise unable to oversee the lunchroom, Teacher(s) may volunteer or may be asked to volunteer to serve in this leadership capacity. The Teachers(s) shall be compensated in accordance with #56 in Schedule C.
- E. Teachers shall not be required to supervise children during recess periods except at the kindergarten level when the recess period is counted as part of the instructional block. Recess period times shall be used by the Teachers for planning/preparation.
- F. An elementary classroom Teacher shall be released for classroom preparation/conference purposes, during the period of time in which a district specialist utilizes classroom instruction time to provide specialized instruction for said Teacher's assigned students.
- G. It shall be an objective to equalize the length of the teaching day within the elementary school system.
- H. Teachers do not have to report when school is called off due to inclement weather or other emergency conditions as defined by State law. Such days not already scheduled in the school year calendar shall be rescheduled to comply with State requirements by adding all such days to the end of the school year and Teachers shall report to work on the rescheduled days.

In the event that the District decides to delay the opening of school as the result of inclement weather or other emergency conditions, Teachers shall only be expected to report at least thirty (30) minutes before the time set for the instructional day to commence. Such days will be counted as attendance days and will not be rescheduled or made up.

ARTICLE VII TEACHING LOADS AND ASSIGNMENTS

- A. The normal teaching schedule in the senior high school will include five (5) unassigned regular class-hour preparation periods per week. The normal weekly teaching schedule in the middle school will include five (5) unassigned regular class-hour preparation periods per week.
- B. Teachers shall not be assigned, except temporarily, outside the scope of their certificate.

- C. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practical and prior to the Friday before Memorial Day, if possible. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary Teachers to different grade levels unless requested by the Teacher.
- D. There shall be no more than one (1) regularly scheduled class per teaching station except in those areas designed to accommodate multiple teaching stations. Variances from this policy shall only be made by mutual consent between the Teacher and building principal.
- E. Course selections and teaching assignments shall be made on the basis of district seniority, certification and qualifications, professional background and course scheduling requirements. Consideration will be given to the language contained in Article VII, Section B, in determining assignments. Prior teaching experience in the Pinckney Community Schools will be recognized as to grade level and subject area.

ARTICLE VIII TEACHING CONDITIONS

The parties acknowledge that the primary duty and responsibility of the Teacher is to educate children and that the organization of the school and school day should be directed at insuring that the energy of the Teacher is primarily utilized to this end.

- A. Establishing and maintaining excellence in education is the primary goal of the Teachers and the Board of Education of Pinckney Community Schools. Both parties recognize the importance of acceptable pupil-teacher ratios in the equation of educational excellence. In continuous efforts to reach this commitment both parties agree to the following class size language:

- 1. Elementary School:
 - (a) Young Fives Range
 - 1-15
 - 18 Maximum
 - (b) Kindergarten and 1st Grade range
 - 1-25
 - 26-27 3 hours of aide time per week
 - 28-29 5 hours of aide time per week
 - 30 7 hours of aide time per week
 - 30 Maximum
 - (c) Second and Third Grade range
 - 1-28
 - 29-30 3 hours of aide time per week
 - 31-32 5 hours of aide time per week
 - 33 7 hours of aide time per week
 - 33 Maximum

(d)	Fourth and Fifth Grade range	1-29 30-31 32-33 33	3 hours of aide time per week 5 hours of aide time per week Maximum
(e)	Split Classes	1-28	7 Hours of aide time per week
	Kindergarten		None
	First/Second Grades	24	Maximum (the first/second grade split is to be avoided whenever possible)
	Second/Third Grades	26	Maximum
	Third/Fourth Grades	27	Maximum
	Fourth/Fifth Grades	28	Maximum

2. Middle and High School:

Sixth Grade Classes	30 pupils
English.....	30 pupils
Social Studies.....	30 pupils
General Education.....	30 pupils
Mathematics	30 pupils
Science.....	30 pupils
Language Lab.....	30 pupils
Business.....	30 pupils
Typing	30 pupils
Industrial Arts & Vocational Shops	4 pupils/station with a maximum of 28 pupils
Computers.....	Not more than number of computers
Drafting.....	One per station maximum
Life Skills	5 pupils/station with maximum of 30 pupils
Art	30 pupils
Health Classes taught independent of a Physical Education Unit and health units as part of a physical education class [providing that the health portion is twelve (12) or more weeks in duration]	30 pupils
Health Units as part of a Physical Education Class & Physical Education Classes	32 pupils in a shared gym with no gym divider or 40 pupils in a shared gym with a gym divider or an unshared gym (no more than 2 classes per gym)

Reading Lab	15 pupils
Remedial Classes.....	15 pupils
Bands & Choirs.....	Unlimited

- B. The daily student load assigned to a respective staff member at the Middle School and High School level shall not exceed one hundred eighty (180) students and one hundred sixty (160) students respectively, except for physical education classes, health taught as a unit which is part of a physical education class and music classes, in which case said exempt classes may not exceed the individual class size plus three during any given class period; music classes, as stated, are unlimited. Daily student load figures stated shall be prorated for classes with "Article VIII, Section A" class sizes greater than 30 pupils. The above stated "Article VIII, Section A" class sizes may not be exceeded on an individual class period course basis by more than three (3) students. Student aides shall not count as part of any of the aforementioned student loads. However, should an individual course for a Teacher exceed the maximum, then the Board will review and remedy the situation by utilizing one, or a combination of, the following:
1. Level individual courses taught on a period-by-period basis in order to reduce all courses taught during an individual period to within class-size limits as listed in Article VIII, Section A, or
 2. Hire additional secondary teaching staff to reduce all courses taught on a period-by-period basis to within class-size limits as listed in Article VIII, Section A.
- C. The Board agrees at the elementary level to limit the total number of split classes district-wide to a number equal to two (2) per operating elementary building. Operating elementary buildings shall exclude buildings used exclusively to house kindergarten students.
- D. An individual Teacher may waive individual class size limits and/or daily load limits at his/her discretion.
- E. It is further agreed to between the parties that:
1. If a lack of facilities to adequately house students in accordance with Sections A, B and C above exists due to an "Act of God", growth in student enrollments, or if the district would be required to discontinue any existing student program offerings in order to accommodate for a shortage of facilities, then the language agreed to in Sections A, B and C above shall be relaxed to the extent necessary to accommodate the prevailing conditions until the beginning of the next semester that the condition or conditions no longer exist, and further;
 2. If the school district's financial condition is such that the June 30 year end audit establishes a General Operating Fund deficit (provided the school district has not passed prior to the opening of school increased millage which would cover said deficit and operating funds necessary for the ensuing school year) which may require the district under the rules and regulations of the State of Michigan to file a deficit elimination plan with the State of Michigan - Department of Education, then the Board of Education may exercise its responsibility to offset such by set-

ting aside the language agreed to in Sections A, B and C above until the beginning of the next school fiscal year in which an actual deficit no longer exists.

- F. The following shall apply with respect to the utilization of aides:
1. Classroom aides will be assigned to qualified classrooms as soon as possible but no later than Monday of the fourth week of school (counting the first partial week as a full week) with additional Teacher adjustment of aide time to begin on the first Monday of November and continue on the first Monday of the month through the first Monday of June (except that no new personnel will be added to staff after the first Monday of May adjustment).
 2. Regarding the absence of a classroom aide:
 - a. A substitute aide will be provided on the second consecutive day of the regular aide's absence and thereafter until the absent aide returns to work.
 - b. When an aide will be absent on a pre-arranged date, a substitute will be provided beginning on the first day of absence and thereafter until the absent aide returns to work.
 3. Special education students assigned to a general education Teacher shall be counted as part of the Teacher's student load.
- G. It is the responsibility of the Board to supply each Teacher with the necessary supplies, equipment and educational materials that are required for the attainment of the educational goals that have been prescribed by the Board.
- H. The purpose of the K-12 Curriculum Cabinet, composed of the related department chairpersons, will be to collaborate with the administration in the development of curriculum and the accompanying program of studies within the Pinckney Community Schools.

Teachers serving as Department Chairpersons shall represent their division on the K-12 Curriculum Cabinet and on content area committees. They shall meet on a regularly scheduled basis with the Director of Curriculum/Instruction relative to curriculum development. The Director of Curriculum/Instruction shall chair divisional and K-12 Curriculum Committees.

The elementary faculty will meet in the spring in general session to elect Departmental Chairpersons for lower and upper language arts, mathematics, science, social studies, K-5 music, physical education, art, computers/technology, and special education.

The middle and high school departments will meet in the spring to elect Departmental Chairpersons for language arts, mathematics, science, social studies, art, music, physical education, home economics, special education, counseling, industrial arts/applied technology, foreign language (H.S.), business/computer, media, etc.

Building administrators will serve as ad hoc Curriculum Cabinet members based upon their time availability for participation.

The Curriculum Cabinet (following elections) will meet in late spring to determine the succeeding year's area(s) of curriculum study and accompanying revision based upon curriculum budget parameters. The Cabinet will seek consensus in its decisions and recommendations, but in the event consensus is not possible, decisions may be made by majority vote. Recommended area(s) of study will be submitted to the Superintendent of Schools for approval.

Upon Superintendent approval, the representative Department Chairpersons or the area(s) to be revised and the Director of Curriculum/Instruction will convene to determine the structure of committee. In K-12 Curriculum Committees, the content area department chairpersons and the Director of Curriculum/Instruction will be standing members of that committee. Upon completion of the curriculum, recommendations from divisional or K-12 committees are submitted to the Director of Curriculum/Instruction for processing.

The recommendations of the committee shall be forwarded to the Superintendent of Schools with a copy to the Association. The Superintendent of Schools will then make a formal recommendation to the Board of Education.

All changes in curriculum ultimately require approval of the Pinckney Community Schools Board of Education. In the event the Board of Education does not approve the recommendation, it will send the matter back to the committee for further study accompanied by the reasons for non-approval.

- I. The Board shall attempt to make available in each school, a lunchroom and lavatory facility exclusively for professional and non-professional staff use, as well as a professional staff lounge, furnished, in which smoking shall not be permitted.
- J. Telephone facilities shall be made available to Teachers for their reasonable use. Personal long distance phone calls may be made, but only at the Teacher's expense. Personal long distance phone calls shall not be charged to the employer.
- K. Parking facilities shall be provided for Teacher use. Parking lots and walkways to and between buildings on the same site shall be lighted and maintained in such a manner that Teachers shall not have to continually contend with excessive mud, water, snow or ice.
- L. Religious or political activities of any Teacher or the lack thereof outside the scope of his/her teaching assignment shall not be grounds for any discipline or discrimination with respect to the employment of such Teacher.
- M. Middle School and High School Teachers will have no more than three (3) preparations unless mutually agreeable to the parties involved.
- N. The Board, in recognition of the value of field trips, agrees that those field trips which are administratively approved will have transportation costs paid for by the school. At

the elementary school level where two classes participate in a trip, the account of only one Teacher shall be credited. Each elementary Teacher may participate in only one administratively approved shared trip besides his own.

- O. In the event that the Pinckney Community School District and the Livingston County Educational Service Agency determine that the Pinckney Schools will provide services to medically fragile/ special education students (defined as medically fragile or special education students not currently served in a regular education classroom setting) in a least restrictive environment (LRE), the Board and Teachers agree to bargain the issues dealing with medically fragile students in a least restrictive environment (LRE). This shall not preclude the Board from enrolling the student and determining the educational placement as per the student's I.E.P.C.

ARTICLE IX VACANCIES, TRANSFERS AND PROMOTIONS

A. VACANCIES

1. A vacancy shall occur whenever a bargaining unit member vacates a unit position as the result of resignation, dismissal or transfer. Newly created bargaining unit positions shall also be considered a vacancy. A leave of absence by a Teacher for the entire school year shall also be considered a vacancy.
2. Bargaining unit vacancies shall be publicized by the Personnel Office with a posting in each school, a copy mailed to the Association President, and an announcement placed on the district's *JOBLINE*. The posting of vacancies in each school building shall serve as constructive notice to each bargaining unit member of a position vacancy. Failure to have a posting announced on the *JOBLINE* will not be grievable.
3. Vacancies occurring during June and July shall be publicized by mailing a notice of such vacancy to each Teacher who has requested to be placed on a summer mailing list. Teachers desiring to be placed on the summer mailing list shall so notify the Personnel Office in writing annually by May 15. It is agreed between the parties that notification of vacancies through the mail is a courtesy and failure to have received same shall not be subject to the grievance procedure.
4. No vacancy shall be filled until it has been posted for seven (7) calendar days between the end of the previous school year and before August 15. Vacancies on or after August 15 and prior to the end of the second week of school shall be posted on the *JOBLINE* for twenty-four (24) hours (4 p.m. to 4 p.m.). Positions filled during these times can be filled on a permanent basis.

Vacancies occurring after the second week of school must be posted for seven (7) calendar days. If no internal transfer requests are received, the position can be filled permanently. If the Board selects an internal candidate, the Board may have the choice of transferring the Teacher immediately or if the Board deems the transfer will cause undue disruption, the Board may postpone the transfer

until the following school year.

B. TRANSFERS

Teachers interested in transferring to another unit position which may become available shall submit a Transfer Request Form annually to the Personnel Office by May 1. Teachers may also apply for specific posted positions by submitting a written request to the Personnel Office by the end date listed on the specific posting. When considering applicants for posted vacancies, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. Teacher transfer requests and applications will be considered prior to consideration of outside applicants. Those Teachers possessing the appropriate certification and qualifications as posted will be given an interview.

C. PROMOTIONS

The Board declares its support of a policy of promotion from within its own Teacher staff. Any Teacher who shall be promoted to an educational administrative position in the district shall have the right to return, or be placed by the Board, to a unit position within the first two years after promotion. Should a promoted Teacher return to a unit position within the first two years, he/she shall be entitled to such rights as he/she may have had under this Agreement at the point that he/she left the unit.

D. Teachers who are involuntarily transferred will be notified and given consideration for vacancies in a position from which they were transferred.

Current district practice regarding involuntary transfers will continue to be followed whenever possible.

**ARTICLE X
MUTUAL PROBLEM SOLVING PROCESS**

As a means to facilitate communications and address on-going issues, the parties agree to implement the A.C.C.O.R.D. process:

1. Committee membership will consist of not more than five (5) members appointed by the Association with representation from the various levels (i.e. elementary, middle and high schools), and not more than five (5) members appointed by the district with representation from the Board, Central Office Administration and Building Administration.
2. The committee will develop the process for operation and decision-making.
3. At a minimum, the committee will meet on a quarterly basis. Specific times and frequency of meetings will be established by the committee.
4. Decisions of the committee which change any current contractual provision will be subject to the normal ratification process of the parties.

ARTICLE XI BUSINESS AND LEAVE DAYS

- A. Personal Business Days: Each Teacher shall be allowed four business days per year with pay which may be used for any reason and without explanation, upon giving forty-eight (48) hours notice to the immediate principal. No more than one (1) separate application per shift at Hamburg Elementary, Pinckney Elementary, and Village Elementary; no more than two (2) separate applications per shift at Country Elementary, Farley Hill Elementary and Lakeland Elementary and no more than three (3) separate applications per shift at the Middle School and High School level shall be granted by said administrator for the same day or days. The administrator may exceed these quotas at his/her discretion and may allow a business day with less than 48 hours notice in the event of extenuating circumstances. Any unused personal business days shall be accumulated as sick leave days.
- B. Sick Leave Days: Each tenure Teacher shall be allowed twelve (12) full days with pay per year for sick leave. Each probationary Teacher shall be allowed up to seven (7) full days per year with pay for sick leave. Teachers shall only be permitted to use sick leave in half or full day increments. Usage of less than ($\frac{1}{2}$) day shall be charged to the Teacher as ($\frac{1}{2}$) day. Usage of more than ($\frac{1}{2}$) day and less than one (1) full day shall be charged to the Teacher as usage of one (1) full day.
- C. All unused leave days (business and sick) granted may be accumulated without a limit from year to year. A Teacher leaving the school district shall receive payment for said accumulated days on the following basis:
1. At times of voluntary separation, \$33.00 per day up to 45; \$50.00 per day for those in excess of 45.
 2. At retirement, all accumulated days at \$50.00 per day.
- In the event of a Teacher's death, the above payment will be made to the Teacher's estate.
- D. A Teacher whose unused leave day accumulation exceeds forty-five (45) days (before the next year's allowance is granted) may request at the close of the school year or during the week of October 15 of the following school year to have the number of accumulated leave days reduced down to forty-five (45) and thereby receive payment for those days within thirty (30) calendar days from request. Said payment shall be made on the following basis:
1. Days in excess of 45 at \$50.00 per day with a cap of 25 days per year unless a higher individual cap is approved by the Superintendent or his designee.
- E. Any Teacher who is absent from duty because of an injury or illness compensable under the Michigan Workers' Compensation Act shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his regular salary until the accumulated sick leave equivalent (pro-rated) is exhausted, except that in no case shall the staff member be compensated more than he would have received in net

earnings had he worked during such period.

F. Sick Leave Banks

SHORT TERM BANK:

1. This bank shall be established by the Board of Education and administered by district administrators.
2. Any Teacher may borrow up to ten (10) days of sick leave from future allocations for an illness certified by a doctor and which occurs within a limited and continuous period.
3. Any Teacher leaving the district with borrowed sick leave shall, upon written Board of Education request, have the borrowed days deducted from his final year-end check at the Teacher's current daily wage rate. If final payment has already been made, said Teacher must reimburse the Board of Education this same amount, upon written Board of Education request.

LONG TERM BANK:

1. This bank will be established by the Teachers and governed by the Executive Board of PEA. However, the bookkeeping process will be an administrative function of the Board of Education.
2. A Teacher who has consecutive absences initiated by hospitalization or a doctor-certified medical emergency followed by continuous doctor-directed confined illness may apply for consideration .
3. Prior to application to the Long Term Bank, Teachers must request and receive 10 days from the Short Term Bank.
4. After receiving 10 days from the Short Term Bank, the Teacher may request up to 20 additional days from the Long Term Bank. Probationary Teachers may request up to 30 days from the Long Term Bank.
5. At the beginning of a second year of experience, probationary Teachers shall donate one (1) non-refundable day to the Long Term Bank. Additional days, in one (1) day increments per tenure Teacher, shall be assessed if and when the Bank ever drops below 40 total days.
6. All borrowed days must be repaid, first to the Short Term Bank and then to the Long Term Bank.
 - a. Of the sixteen (16) allotted tenure Teacher days per year, ten (10) days shall be replaced annually until the bank(s) is/are reimbursed. A Teacher's remaining six (6) days will consist of four (4) sick days and two (2) personal business days.

- b. Of the eleven (11) allotted probationary Teacher days per year, six (6) days will be repaid annually until said probationary Teacher becomes a tenured Teacher at which time the tenured Teacher's pay-back schedule will apply. A probationary Teacher's remaining five (5) days will consist of three (3) sick days and two (2) personal business days.
- 7. Any Teacher leaving the district with borrowed Long Term Bank days shall, upon written Board of Education/PEA request, have the borrowed days deducted from his/her final year-end check at the Teacher's current daily wage rate. If final payment has already been made, said Teacher must reimburse the Board of Education/PEA this same amount, upon written Board of Education/ PEA request. Failure to repay may result in legal action to recover any liability owed.
- 8. Teachers receiving days are encouraged to elect 26 pays to ensure repayment of borrowed days.

In the event that the district has reason to believe that there has been an abuse of sick leave, a Teacher may be required to submit a doctor s statement.

Each Teacher's status of accumulated leave days will be reported to him/her at the beginning of each school year.

- G. Because of death in a Teacher's immediate family, up to three (3) school days of absence immediately following the death will be granted without loss of pay or sick days.

Immediate family constitutes brother, sister, mother-in-law, father-in-law, grandparents and any relative or dependent living in the home. Five (5) school days of absence immediately following the death, without loss of pay, will be granted due to death of spouse, child or parents.

- H. Teachers may be absent without pay at the principal's discretion.
- I. A Teacher called for jury duty will be paid by the Board of Education the difference between the Teacher's salary and jury duty pay for up to a maximum of sixty (60) days. Within the limits prescribed above, said absence shall not be chargeable against accumulation. In the event a Teacher is subpoenaed to appear in a legal proceeding the Board may, at its option, pay the difference between the Teacher's salary and witness fees.
- J. Upon return from sick leave within a given school year, the Teacher shall be returned to his/her position held prior to the leave.

ARTICLE XII SABBATICAL LEAVES

- A. A sabbatical leave of absence may be granted to a Teacher, at Board discretion, for educational improvement through further training or travel, either of which must be related to the Teacher's current or future assignment in education.

- B. The conditions for an approved sabbatical shall be:
1. Employed by the Pinckney Board for no less than seven (7) full years.
 2. No previous leaves of absence in the preceding five (5) years.
 3. Holder of a Masters' Degree (except that the Board may consider some applications where the purpose is to fulfill the residency requirements for a Masters' Degree when those cannot be obtained during the summer session).
- C. The application for a sabbatical leave shall be in writing and shall:
1. Be accompanied by sufficient documentation to support the purported nature of the educational improvement and the value to the school system.
 2. Have commencement and termination dates established utilizing natural breaks in the school calendar.
 3. Be filed with the Board no less than sixty (60) days prior to the end of the semester.
 4. Be accompanied by both principal and superintendent written approval.
- D. The Teacher granted a sabbatical leave shall, as a condition of said grant, be under the duty at the end of said leave time to return and teach in this school system for at least three (3) years thereafter.
- E. Further, such Teacher shall receive as compensation the difference between starting base salary and her/his pay as shown on Schedule A at the time the leave was granted. Should said Teacher for reasons within her/his control, fail to return as herein provided, or voluntarily terminate employment with this Board at any time during said three-year period, she/he shall be obliged and required to return the compensation received from the Board while on leave on the pro rata basis that the unfulfilled time bears to the total three year requirement. The Board has the right to apply any pay check due and owing the Teacher toward this sum at the time of termination of employment, but said application shall not forego the Board's right to recover any additional unpaid amount.
- The Teacher shall further be required upon completion of said leave to file with the superintendent an official transcript of college credits earned on said leave and/or an outline summary of the travel completed.
- F. Should an individual Teacher, granted a leave under the terms and conditions of this Article, accept employment and/or be employed in a full or part-time position in another school district or educational institution then said Teacher's leave shall be terminated immediately and shall be considered to have resigned from the Pinckney Community School District, and shall have severed all employment and/or contractual relationships said Teacher may have enjoyed with the Pinckney Community School District. This section shall not apply to individuals granted leaves for the purpose of educational im-

provement where employment in another school district or educational institution may be mandated.

- G. The Teacher on a sabbatical leave may continue her/his health insurance coverage by submitting a check by the first of each month for one-half ($\frac{1}{2}$) the cost of the monthly premium.
- H. A Teacher returning from a sabbatical leave is not guaranteed the same assignment held prior to the leave but will be assigned to a position for which she/he is certified and qualified.

ARTICLE XIII LAYOFF AND RECALL

LAYOFF

- A. The Board shall give no less than twenty-one (21) calendar days notice to the Teacher being laid off.
- B. Probationary Teachers with up to two (2) years of seniority shall be laid off first. Probationary Teachers with over two (2) years of seniority shall be laid off by inverse order of seniority. A probationary Teacher shall not be laid off unless there is a tenure Teacher who is certified and qualified to perform the duties of the position the probationary Teacher is vacating, or unless the position that the probationary Teacher is vacating is being eliminated altogether.
- C. If further reduction in teaching personnel is necessary, then tenured Teachers will be laid off by inverse order of seniority, provided there is a more senior tenured Teacher certified and qualified to perform the duties of the position, or provided the position the tenured Teacher holds is being eliminated.
- D.
 - 1. The term "qualified" as used in this article shall be defined as appropriate certification with either a major or minor in the area to which the staff member is assigned.
 - 2. Seniority for Teachers hired into the bargaining unit before May 1, 1994 is defined by the seniority list dated January 9, 1996. Teachers hired into the bargaining unit on or after May 1, 1994 shall be placed on the seniority list on their first day of work in the bargaining unit.
 - 3. All seniority shall be lost when a Teacher retires, resigns or is discharged for cause.
 - 4. Seniority shall continue to accrue during periods of layoff and/or leaves of less than one (1) school year. Time on layoff and unpaid leave do not count as service time for Board-paid longevity.

5. In the event of a "tie" on the seniority list, the tie shall be broken according to the last four digits of the social security number, with the person having the lowest number having the greatest seniority, the second lowest number the second greatest seniority, and proceeding in a similar manner until all persons with the tie are assigned a seniority position. This method of breaking the tie shall apply to all ties on the list, including those employed before May 1, 1994.
- E. A Teacher who is to be laid off pursuant to this Article has the right to be administratively placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a Teacher with less seniority.
 - F. The positions of Special Education Teachers, Reading Support Teachers, Counselors, and Librarians shall be subject to the layoff procedure but shall not be subject to bumping during time of staff layoffs, except by a tenured staff member who is certified and qualified.
 - G. A Teacher on a Board approved leave shall be subject to the layoff provisions of Article XIII of this Agreement. However, the Teacher shall not be subject to actual layoff until his/her return from said leave.

RECALL

- H. Recall of Teachers shall be by seniority with tenured Teachers recalled first; provided, however, that a Teacher in order to be reassigned shall be certified and qualified to teach the specific course(s) he/she is being assigned. No new Teachers shall be employed by the Board while there are Teachers of the district who are laid off unless there are no laid off Teachers with proper certification and qualifications to fill the vacancy which has arisen.
- I.
 1. The Board shall file written notice of recall from layoff by sending a registered or certified letter to said Teacher at his/her last known address. It shall be the responsibility of each Teacher to notify the Board of any change in address. The Teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the Teacher. If a Teacher fails to report to work within ten (10) calendar days of the date of the sending of the recall, unless an extension is granted in writing by the Board, said Teacher shall be considered as a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board.
 2. A Teacher may decline recall if, within ten (10) days of his/her notice of recall, he/she provides evidence that he/she is under contract for the current school year with another Michigan K-12 or Intermediate School District. However, not later than May 1 of the school year in which recall is declined under this provision, the Teacher shall either submit a written resignation or shall file a written statement with the Board confirming his/her intent to return to active service with the Board if offered a position for the ensuing school year. Failure to comply with the provisions of this paragraph shall result in loss of seniority and re-employment rights.

3. A tenured Teacher may remain on the layoff list for more than three (3) school years if they file a written notice with the Personnel Office annually by March 1 of their intent to return to active service with the Board if offered a position for the ensuing school year. Failure to comply with the provisions of this paragraph shall result in loss of seniority and re-employment rights. Probationary Teachers shall remain on the recall list and shall be eligible for recall for a period not to exceed three (3) years from the effective date of layoff.

GENERAL

- J. The individual contract executed between each Teacher and the employer is subject to the terms and conditions of this Agreement. It is specifically agreed that this section takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid off Teachers and except as hereinafter provided shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any laid off Teacher's individual or supplemental employment contract as well as any and all benefits under this collective bargaining Agreement. The Board agrees that all insurance benefits will continue in effect until such time as a Teacher on notice of layoff actually misses the first day of work. Thereafter, upon carrier approval, a laid off Teacher may continue insurance coverage at no expense to the employer.
- K. A seniority list shall be maintained by the district. Teachers shall be ranked in order of seniority. Accompanying the name of each Teacher shall be a listing of the Teacher's certification and endorsements. Said seniority list shall be presented to the Association annually during the month of November for review. Corrections shall be brought to the attention of the administration within thirty (30) days thereafter.
- L. The Association shall have the right to review the reduction list prior to notification of the individuals involved. After the reduction list has been prepared, the Association and administration shall review said list in an attempt to resolve potential misunderstandings which could result in conflict.
- M. The term vacancy as referred to in paragraph H, above, includes a position from which a person will be on leave for sixty (60) work days or more.
- N. A person on layoff who rejects recall to a temporary vacancy or to a position which is less time (on an FTE basis) than the position from which they were laid off, shall not lose rights to recall.
- O. Laid off Teachers may sign up for substitute teaching work and be given first consideration. Rejection of substitute work shall not effect the Teacher's right to recall.

ARTICLE XIV TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a Teacher shall be conducted openly.
- B. Each Teacher shall have the right to review in the presence of the building principal, non-confidential district records maintained in the Teacher's personnel file. A representative of the Association may be requested by either party to accompany the Teacher in such review.
- C. No Teacher shall be disciplined, reprimanded, reduced in rank or compensation or denied renewal of contract without just cause. Any such discipline, reprimand, or reduction in rank or compensation including unjustified and undocumented adverse evaluation of Teacher performance asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure hereinunder set forth. When disciplining or questioning staff members regarding delinquency in professional performance, the administration shall take reasonable measures to carry out the questioning or discipline privately.
- D. Each probationary Teacher's work performance in the classroom shall be observed and evaluated by an administrator during the first halves of the first and second semesters and monthly thereafter if the first evaluation is unsatisfactory. Three unsatisfactory evaluations can be grounds for dismissal.

Each tenure Teacher's work shall be evaluated at least once every three years.

- E. Written evaluations based on classroom observations shall be reviewed and explained to the Teacher by the evaluating administrator within ten (10) days. The Teacher shall sign the evaluation report. If the Teacher disagrees with the evaluation he may attach his written objections which the administrator shall sign and date. Written evaluations based on classroom observations shall be a major but not exclusive factor in determining a Teacher's job status and/or renewal of his/her contract.

Only documented reports concerning written evaluations and/or substantiated reports concerning disciplinary problems shall be used to determine a Teacher's job status and/or renewal of his/her contract.

- F. In evaluating Teachers the evaluator shall provide those Teachers that have performed unsatisfactorily during the evaluation period with (1) a statement of specific problem areas observed; (2) specific suggestions as to how the problems are to be resolved; and, (3) a statement of the types of assistance that may be available to the Teacher in improving his performance.
- G. The Board recognizes that new Teachers have difficulty digesting the many policies and procedures received during the first orientation days. Therefore, each building principal shall hold a second group orientation period with new Teachers after class hours during the first marking period of the first semester to review policies, procedures and techniques that may not have been clearly understood during the first orientation. Problems

thereafter shall be discussed on a one to one basis with the building principal by appointment.

ARTICLE XV PROTECTION OF TEACHERS

- A. When a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Superintendent of Schools shall so determine and the Board will take reasonable steps to relieve the Teacher of responsibility with respect to the pupil.
- B. Any case of assault upon a Teacher associated with Teacher-student or Teacher-parent relationships shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the Teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- C. Teachers will continue to be included in the "blanket" liability coverage as established by the Board.
- D. Time lost by a Teacher in connection with any incident mentioned in this Article shall not be charged the Teacher provided the time lost was allowed by a representative of the Board, or required by a court of competent jurisdiction, or required by law enforcement agencies, or in the case of an assault, as advised by a Teacher's physician. In the case of an assault, full compensation will be made by the Board until such time as the Teacher qualifies for Worker's Compensation and/or Disability Insurance. In the event a Teacher is found to be at fault by a court of competent jurisdiction the Board may at the time charge the Teacher for the time lost.
- E. Deficiencies in professional performance and complaints which result in a written document being placed in the personnel file shall be copied to the Teacher.
- 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 negligence or neglect of duty, for any damage or loss to person or property.
- G. Public school board meetings are not courts of law. Reasonable efforts will be made by the Board to see that, within the guidelines set forth in Public Act No. 267 of the Acts of 1976 (Open Meetings Act), Teachers are not accused, ridiculed, libeled or demeaned during public meetings. This section shall not be subject to step four of the grievance procedure.
- H. All communications received by a counselor in the course of his professional duties and deemed, by said counselor, to be of a confidential nature, need not, except with the consent of said counselor, be disclosed to anyone unless said disclosure is required by law or court order.
- I. The Pinckney Community Schools' goal is to educate its students in the American tradition; to recognize individual freedom and to instill in the individual social responsibility,

to know and respect the value of the Constitution and the Bill of Rights, and to know the value of self-respect and the preservation of an individual's personality and personal image. The Board recognizes that these values can best be transmitted in an atmosphere which is free from censorship and artificial restraints on free inquiry and learning and in which academic freedom is encouraged, except academic responsibility is also necessary in that:

1. The Teacher must be acting within his certified area and in accord with the accepted and/or adopted curriculum and courses of study.
 2. The Teacher must remember to exercise responsibility and prudence at either the elementary or secondary level and to carefully consider the maturity level of the student and the special circumstances that surround the Teacher-learning relationship.
 3. The Teacher must have approval from the building principal prior to the use of special materials or a resource speaker.
 4. If a controversial issue is to be presented, it shall be the responsibility of the Teacher to have both sides of the issue effectively presented with equal care.
- J. Teachers shall be informed to the extent permitted by law and/or parental permission, about any specific medical needs of students assigned to them.
- K. No Teacher shall be assigned nor expected to perform any medical procedure or provide personal hygiene care on a student except to provide emergency first aid until such time as other assistance is available.
- L. In the event that an inoculation may protect the Teacher from contacting any medical condition from a student, the Teacher shall be promptly notified and if the Teacher elects to have such inoculation, it shall be paid for by the district.

ARTICLE XVI PROFESSIONAL GROWTH

- A. Each Teacher may request to attend a professional conference. Conference request approved by the building principal and the Board will be at no expense to the Teacher except as otherwise established by the Board prior to the Teacher's departure to the conference.
- B. The parties recognize the value of continued professional growth. Each Teacher shall annually participate in in-service programs, professional conferences, professional workshops, professional seminars, travel related to their teaching activities or post graduate study. Costs incurred in compliance with this Article shall be borne by the individual concerned, except as provided elsewhere in this Agreement.
- C. The building principal may call staff meetings at his/her discretion; providing, that in scheduling staff meetings the building principal does not schedule more than six (6) per

semester before or after regular school hours except as otherwise approved by a majority vote of the building's Teachers. Staff meetings scheduled to commence after regular school hours shall begin five (5) minutes after student dismissal and shall terminate within one (1) hour thereafter. Attendance at all staff meetings is mandatory.

Teachers are encouraged to submit for discussion at said meetings any concerns worthy of the time of the administrators and fellow Teachers in advance of the meeting.

A tentative schedule of staff meetings for each semester will be posted at the beginning of each semester. As soon as a need for a change in the schedule is realized, said posting shall be revised with the intent to try to give at least a week's notice prior to the changed meeting.

- D. The professional responsibilities of Teachers include serving on professional committees. Committee assignments will be done on a volunteer basis. Should a Teacher not volunteer for a committee, he/she may be assigned by the principal on an equitable basis.
- E. Each non-experienced bargaining unit member in the first three (3) years in the classroom shall be assigned a mentor Teacher. All new hires in the district with previous teaching experience shall be assigned a mentor for their first year of employment, even if he/she has three or more years of previous teaching experience.

The mentor Teacher shall be available to provide professional support and guidance for the mentee. The purpose of the mentor assignment is to provide a peer who will offer assistance, resources, and information in a non-threatening, supportive fashion. Mentor Teachers shall be tenured Teachers, except that after two years of teaching a probationary Teacher with exceptional experience may be considered for such assignment. Efforts will be made to match mentors and mentees who work in the same building and who have similar grade and/or subject assignments. A mentor shall be assigned to only one mentee. The mentor shall not be involved in the teacher evaluation process in any way.

The principal shall make mentor assignments on a one year basis, subject to review after two months and occasionally thereafter.

Participation as a mentor Teacher shall be voluntary and without additional compensation.

ARTICLE XVII GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract.

It is expressly agreed that the following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Any claim, complaint or matter for which the Teacher has sought redress via

another forum established by law or by regulation having the force of law.

2. Any matter in which the grievant has sought redress under the Teacher Tenure Act.

- B. A Teacher engaged in arbitration or grievance procedures on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary.

The Association may designate the representative to process a grievance when so-requested by a grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described. If the particular grievance is a "class" grievance affecting Teachers in more than one building, the grievance shall be processed directly to Level Two and shall be subject to the same time limitations and other requirements as set forth for the institution of grievances at Level One.

- C. The term "days" as used herein shall mean days in which school is in session; however, during the summer vacation "days" shall mean week days (excluding legal holidays).

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

1. It shall be signed by the grievant(s) or the Association in the case of a class action grievance.
2. It shall be specific and relate to contractual provisions alleged to have been violated;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date(s) of the alleged violation(s);
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above minimal requirements may be returned to the originator for reconciliation; however, time limitations shall run anew from the date of such return of the grievance to the originator.

- E. Should a Teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a Teacher fail to appeal a decision within the time limits specified, all further proceedings on the previously instituted grievance shall be barred. Should the administration or Board not respond within the specified timelines, the grievance shall advance to the next level.

F. PROCEDURE:

LEVEL ONE

A Teacher alleging a violation of the express provisions of this Agreement shall, within fifteen (15) days of its alleged occurrence or gaining knowledge thereof, orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within fifteen (15) days after the oral discussion with the principal, the Teacher shall, within fifteen (15) days of such oral discussion, reduce the grievance to writing and deliver it to the principal. If the Teacher does not receive an answer within fifteen (15) days thereafter, or if the written answer is unacceptable, the Teacher shall within fifteen (15) days of the date on which the written grievance was submitted to the principal, file his grievance at Level Two.

A copy of the written decision of the principal shall be forwarded by the principal to the Superintendent of Schools and the Grievance Chair for permanent filing.

LEVEL TWO

A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within fifteen (15) days of receipt of the grievance, the Superintendent or his designated agent shall arrange for a meeting to be held with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within fifteen (15) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of same to the grievant, the Association grievance chairman, the building principal in which the grievance arose, and place a copy of the same in a permanent file in his office.

If no decision is rendered within fifteen (15) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within fifteen (15) days thereafter appeal same to the Board of Education by filing the written grievance along with the decision of the Superintendent with the Secretary of the Board, with a copy sent to the Superintendent of Schools. The date on which the above copy is received by the Superintendent of Schools shall be determinative in establishing the effective filing date.

LEVEL THREE

Within twenty-five (25) days from receipt of a grievance the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to 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 twenty-five (25) days after its submission to the Board.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the

grievant, and the grievance chairman of the Association.

LEVEL FOUR

Individual Teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it shall, within twenty-five (25) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator within fifteen (15) days, he/she shall be selected in accordance with the rules of the American Arbitration Association, which rules shall also govern the arbitration proceedings.
2. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He shall have no power to establish salary scales or to change any salary scale.
 - c. He shall not hear a grievance barred through this Agreement from the scope of the grievance procedure.
 - d. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - e. More than one grievance may not be considered by the arbitrator at the same time except upon express written mutual consent and then only if they are of similar nature.
 - f. The arbitrator shall have no power to award punitive damages.
 - g. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
 - h. The arbitrator shall have no power to hear, consider or make a determination on a grievance issue which is claimed as a violation of state or federal law. A single grievance which has a combined claim of a contract violation and a violation of state or federal law, shall have only the contract violation considered by the arbitrator.

3. The cost of the arbitrator shall be borne equally by the parties. Each party shall assume its own costs for transcripts, representation (including any expense of witnesses), etc.
 4. The arbitrator shall document all pertinent findings that influenced and/or were used directly in formulating his opinion. The decision of the arbitrator shall be binding.
- G. A written grievance shall be submitted on the mutually agreed upon grievance forms with the designated signatures so affixed throughout the procedure. A copy of the form is included as Appendix E.

**ARTICLE XVIII
INSURANCE**

- A. The Board agrees to make payment of the total cost of premiums for every full-time Teacher and his/her dependents for the insurance and cash stipend of either MESSA-PAK Super Care I Plan A or Plan B and the expanded Section 125 Cafeteria Plan (See Section E). For Teachers assigned to and working less than full-time, but at least 50% (.5 FTE), the Board shall make payment of one-half (1/2) the cost of premiums for insurance and cash stipend of either MESSA-PAK Super Care I Plan A or Plan B. If a Teacher assigned less than full-time but at least 50% (.5 FTE) elects Plan A insurance coverage, any excess premiums required to maintain full participation in Plan A shall be the responsibility of the Teacher and shall be payroll deducted from the employee's bi-weekly salary. Teachers employed less than 50% (.5 FTE) shall not be eligible for insurance or cash stipend.

MESSA-PAK Super Care I (For employees electing health insurance)

(\$5.00 Prescription Co-Pay: 100/200 Deductible)

PLAN A

Long-Term Disability.....	60%; \$3,000 Maximum; 60 calendar day modified fill; freeze on offset; alcohol/drug addiction (2 year limit); mental/nervous (2 year limit)
Delta Dental.....	(75/75/50: \$1,000)
Negotiated Term Life.....	(\$50,000 with AD & D)
Vision	(VSP-2)

MESSA-PAK Super Care I +Cash pursuant to Section 125 Plan (For employees not electing health insurance)

PLAN B

Long Term Disability(As described in Plan A above)

Negotiated Term Life(\$50,000 with AD & D)

1. Said insurance terminates at the end of the month of the effective date of subscriber's leaving the district, while on unpaid leaves of absence, or termination of employment. Health insurance and other fringe benefits will not cease while the employee is absent due to long-term illness for the duration of this contract. All recourse shall be between the subscriber and the carrier.
- B. It is the responsibility of all Teachers to make written application and sign the appropriate insurance forms for the insurance coverage provided in this Agreement. The Board shall not be responsible for nor incur any liability for a Teacher's failure to make proper application.
- C. Coverage shall be subject to the rules and regulations of the carrier.
- D. Those Teachers electing Plan B shall receive cash pursuant to a Section 125 Plan in the amount of 36.5% of the difference between the Plan A rate and the Plan B rate which shall be annually established by the insurance carrier by July 1 of each year or \$1,700 whichever is greater. Equal payments shall be made beginning in September and ending in August. Employees may elect to direct this cash into a tax-deferred annuity (in accordance with Article V, Section I).
- E. Effective with the 1998/99 school year, the Section 125 Cafeteria Plan will be amended to include medical reimbursement and dependent care options. Employees may choose either of these options by completing the necessary application procedures in accordance with the provisions of the Board adopted Section 125 Plan.
- F. This article may be reopened at the request of the Board/Association if the insurance rates become disproportionate with those of other major carriers.

**ARTICLE XIX
SCOPE OF AGREEMENT**

- A. 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.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provi-

sions or applications shall continue in full force and effect. The parties shall promptly meet to negotiate alternative language for the voided provisions to the extent allowed by law.

- C. 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 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. The Board and the Association voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively, during the term of this Agreement, with regard to: (1) any subject matter covered by this Agreement; or (2) any subject matter which was negotiated but on which no agreement was reached; or (3) any subject matter reasonably within the contemplation of the parties at the time that negotiations for this Agreement occurred. Bargaining on other matters shall occur to the extent required by law during the term of this Agreement.
- D. This Agreement constitutes the sole and entire agreement between the parties in regard to items covered herein and may be altered, changed, added to, deleted or modified only by mutual written consent of the parties.

ARTICLE XX MISCELLANEOUS PROVISIONS

- A. Within a reasonable period after ratification, copies of this Agreement shall be printed at the expense of the Board and presented to all Teachers, and an additional twenty-five (25) copies for the Association.
- B. The school calendar FOR 1998/99 shall be set forth in Schedule D of this contract. The calendar for 1999/2000 and 2000/2001 will be developed by the A.C.C.O.R.D. team.
- C. Except as otherwise provided by the Agreement and subject to request by the Administration, Teachers shall be compensated (provided request for compensation is made and administratively approved in advance) for work beyond the regular school day which involves responsibility for children in accordance with Schedule C.

ARTICLE XXI LENGTH OF AGREEMENT

The terms of this Agreement shall be in effect from September 1, 1998 through August 31, 2001.

**ARTICLE XXII
UNPAID LEAVES OF ABSENCE (MEDICAL/CHILDCARE)**

A. Medical

1. Upon written request accompanied with medical documentation to support the authenticity of the reason for the leave, a non-compensatory medical leave of absence will be granted for up to one (1) year. The same procedure will be followed in the event that an extension of the leave becomes necessary.
2. The approved medical leave of absence can be for the needs of the employee or the employee's spouse, child, or parent. This includes stepchildren and stepparents.
3. The medical leaves in the Article are not to be construed as limiting any other Article in this Master Contract.
4. Upon return from a medical leave of absence, a Teacher shall be returned to the assignment vacated if the return is during the same year of the leave. In the event that the Teacher is to return in a succeeding year, then the Board will assign the Teacher to a position for which he/she is certified and qualified.

B. Childcare

1. A non-compensatory childbearing and/or childcare leave of absence will be granted for up to one (1) year for care of an infant, care of a child or for adoption or foster care. Said leave may be extended by the Board after review of the written request from the teacher.
2. Upon return from a childbearing and/or childcare leave of absence, a Teacher shall be returned to the assignment vacated if the return is during the same year of the leave. In the event that the Teacher is to return in a succeeding year, then the Board will assign the Teacher to a position for which she/he is certified and qualified.

C. Family Medical Leave Act

The Board shall comply with the Family Medical Leave Act of 1993 including the right of Teachers to have Board-paid health-care coverage continued for up to 12 (twelve) weeks. A summary of the Act shall be available in each school office and/or the personnel office.

**ARTICLE XXIII
PARENT/TEACHER CONFERENCES**

It is desirable to continue to list the schedules for parent/teacher conferences on the calendar for all to be able to schedule and plan in advance. The Fall Open House, when scheduled, should continue to be treated with appropriate advance notice and planning. Suggestions for

making the open house more creative, informative, and interesting will be solicited from Teachers and others.

ARTICLE XXIV JOB SHARING

Two teachers who wish to share one position may do so provided that these steps are satisfied:

1. A summary plan is written to specify how the position responsibilities will be divided, and will be submitted to the principal by May 1 for the ensuing year.
2. The principal(s) involved gives approval.
3. The open houses and parent-teacher conferences will be attended by both job sharers as appropriate.
4. The Director of Personnel accepts the proposal.
5. The Association President accepts the proposal.
6. The cost of insurance combined, shall not exceed the cost of Plan A for one Teacher if the position were not shared.
7. Building specific inservices and curriculum meetings will be attended by both job sharers to the same extent that full-time Teachers are required to attend.

ARTICLE XXV STUDENT TEACHERS

- A. No probationary Teacher shall be assigned to supervise a student Teacher during the first two years of probationary teaching. Only probationary Teachers with significant occupational experience will be considered during the second two years of probation.
- B. No Teacher shall be assigned a student Teacher without his/her consent.
- C. No Teacher shall be assigned more than one student Teacher during any one school year.
- D. A student Teacher shall not be used as a substitute Teacher.

ARTICLE XXVI
SITE-BASED DECISION MAKING

A. Definition

Site-based decision making is 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 actually and legitimately involved in making decisions.

B. Assurance and Participation

When the site-based decision making and/or school improvement committee is being utilized, care will be taken to assure that the terms and conditions set forth in this master agreement will not be violated. No site-based decision making committee shall engage in collective bargaining. Should concerns arise in regard to a possible infringement upon the collective bargaining agreement, a referral will be made to the process stipulated in Article X for mutual resolution. Any Teacher's participation in any site-based decision making and school improvement committees shall be voluntary.

ARTICLE XXVII
DISCRIMINATION AND HARASSMENT

Employer and employees of the School District will comply with Board policy on discrimination and harassment and with the terms and conditions of Federal and State laws which prohibit discrimination and harassment.

Schedule A
(Master's Salary Schedules Conditions)

MA+10 OR MA+20

In order for credit to qualify for placement on the MA+10 OR MA+20 salary schedule, the credit must be earned after the master's degree and one of the following conditions must be satisfied:

- A. The college credit must be earned with the prior written approval of the Superintendent based upon the Teacher's potential contributions to the school district. (Prior written approval shall not be required for those credits earned or in the process of being earned prior to September 1, 1991. Teachers requests to update their placement on the MA+20 Salary Schedule, due to any non pre-approved credits, must be submitted by October 1, 1991.)
- B. Any of the conditions pertaining to the MA+30 salary schedule.

MA+30

In order for credit to qualify for placement on the MA+30 salary schedule, the credit must be earned after the master's degree and one of the following conditions must be satisfied:

- A. The college credit must be earned in a major and in graduate-level work.
- B. The college credit must apply toward additional state certification.
- C. The college credit must be earned in a college or university-approved program and apply toward either a second major, an Ed.S. degree, a second master's degree or a Ph.D. degree.

A₁. The 1998-99 base salary for the Teachers shall be as follows:

Step	BA	1/2MA	MA	MA+10	MA+20	MA+30
0	32,509	33,801	35,098	35,940	36,875	37,907
0.5	33,321	34,697	36,081	36,947	37,907	38,970
1	34,134	35,592	37,063	37,953	38,940	40,031
1.5	34,988	36,537	38,101	39,016	40,030	41,150
2	35,842	37,480	39,139	40,078	41,119	42,271
2.5	36,738	38,472	40,234	41,200	42,272	43,454
3	37,633	39,467	41,332	42,323	43,424	44,640
3.5	38,574	40,512	42,489	43,509	44,640	45,890
4	39,515	41,559	43,646	44,693	45,856	47,139
4.5	40,503	42,659	44,869	45,945	47,140	48,459
5	41,491	43,759	46,089	47,195	48,421	49,778
5.5	42,528	44,921	47,381	48,518	49,779	51,173
6	43,566	46,081	48,671	49,839	51,134	52,567
6.5	44,655	47,302	50,033	51,233	52,566	54,036
7	45,744	48,521	51,396	52,630	53,997	55,510
7.5	46,888	49,807	52,836	54,104	55,511	57,065
8	48,031	51,094	54,275	55,578	57,022	58,620
8.5	49,232	52,449	55,794	57,133	58,619	60,260
9	50,432	53,801	57,313	58,689	60,215	61,900

For the 1998/99 fiscal year, salary steps will be frozen, i.e., each teacher not currently at Step 9 on the salary schedule will remain at the same step placement for 1998/99 as they are currently placed in 1997/98.

Placement on the salary schedule on a yearly basis at the beginning of the school year shall be firm with no adjustments for completion of MA degree.

A₂. The 1999-2000 base salary for the Teachers shall be as follows:

Step	BA	1/2MA	MA	MA+10	MA+20	MA+30
0	33,224	34,545	35,870	36,731	37,686	38,741
0.5	34,054	35,460	36,875	37,760	38,741	39,827
1	34,885	36,375	37,878	38,788	39,797	40,912
1.5	35,758	37,341	38,939	39,874	40,911	42,055
2	36,631	38,305	40,000	40,960	42,024	43,201
2.5	37,546	39,318	41,119	42,106	43,202	44,410
3	38,461	40,335	42,241	43,254	44,379	45,622
3.5	39,423	41,403	43,424	44,466	45,622	46,900
4	40,384	42,473	44,606	45,676	46,865	48,176
4.5	41,394	43,597	45,856	46,956	48,177	49,525
5	42,404	44,722	47,103	48,233	49,486	50,873
5.5	43,464	45,909	48,423	49,585	50,874	52,299
6	44,524	47,095	49,742	50,935	52,259	53,723
6.5	45,637	48,343	51,134	52,360	53,722	55,225
7	46,750	49,588	52,527	53,788	55,185	56,731
7.5	47,920	50,903	53,998	55,294	56,732	58,320
8	49,088	52,218	55,469	56,801	58,276	59,910
8.5	50,315	53,603	57,021	58,390	59,909	61,586
9	51,542	54,985	58,574	59,980	61,540	63,262

Placement on the salary schedule on a yearly basis at the beginning of the school year shall be firm with no adjustments for completion of MA degree

A₃. The 2000-2001 base salary for the Teachers shall be as follows:

Step	BA	1/2MA	MA	MA+10	MA+20	MA+30
0	33,955	35,305	36,659	37,539	38,515	39,593
0.5	34,803	36,240	37,686	38,591	39,593	40,703
1	35,652	37,175	38,711	39,641	40,673	41,812
1.5	36,545	38,163	39,796	40,751	41,811	42,980
2	37,437	39,148	40,880	41,861	42,949	44,151
2.5	38,372	40,183	42,024	43,032	44,152	45,387
3	39,307	41,222	43,170	44,206	45,355	46,626
3.5	40,290	42,314	44,379	45,444	46,626	47,932
4	41,272	43,407	45,587	46,681	47,896	49,236
4.5	42,305	44,556	46,865	47,989	49,237	50,615
5	43,337	45,706	48,139	49,294	50,575	51,992
5.5	44,420	46,919	49,488	50,676	51,993	53,450
6	45,504	48,131	50,836	52,056	53,409	54,905
6.5	46,641	49,407	52,259	53,512	54,904	56,440
7	47,779	50,679	53,683	54,971	56,399	57,979
7.5	48,974	52,023	55,186	56,510	57,980	59,603
8	50,168	53,367	56,689	58,051	59,558	61,228
8.5	51,422	54,782	58,275	59,675	61,227	62,941
9	52,676	56,195	59,863	61,300	62,894	64,654

Placement on the salary schedule on a yearly basis at the beginning of the school year shall be firm with no adjustments for completion of MA degree.

Schedule C (Extracurricular Stipends)

- A. All percentages for extracurricular Schedule C duties are based upon Steps 0 through 4 of the BA salary schedule. The step a coach/sponsor is placed upon shall depend upon the number of years of consecutive experience in the Schedule C position. If a coach/sponsor is unable to maintain consecutive experience because of conditions beyond his/her control, consecutive experience credit will be retained. If a coach/sponsor decides not to maintain consecutive experience because of conditions within his/her control and does not résumé that Schedule C position within five (5) years of the date he/she last served in that position, then the coach/sponsor shall be treated as if he/she has no experience credit if he/she again resumes that position, unless the Superintendent agrees otherwise in writing.

When calculating the pay for the Schedule C extracurricular positions, the following steps shall be followed:

- STEP 1: Determine the appropriate placement on BA steps 0-4.
- STEP 2: Multiply the appropriate BA step by the percentage figure applicable to the Schedule C position.
- STEP 3: Reduce the amount determined in Step 2 by 4.762%. (The result is the appropriate payment.)

- B. Where a Teacher has a Schedule C position which is an integral part of his/her regular teaching assignment, then he/she shall be treated as being on BA Step-0 for purposes of calculating the Schedule C payment. There shall be no step increases for these positions.

When a Schedule C position which has been an integral part of a regular teaching assignment is discontinued as an integral part of that assignment, the affected Schedule C Teacher shall be given experience credit of up to 4 years for prior experience whether or not those years were an integral part of a teaching assignment.

- C. Any Teacher continuing in a Schedule C position which has not had increment steps prior to 1988-89, but now does have steps, shall be placed on Step 1.
- D. Schedule C shall not apply to any positions sponsored by Community Education.

Schedule C
 (Extracurricular Stipends)

<u>COACHES/SPONSORS</u>	<u>PERCENTAGE</u>
1. Head Football Coach	16%
2. Assistant Varsity Football.....	11%
3. J.V. Football.....	11%
4. Assistant J.V. Football	10%
5. Freshman Football.....	10%
6. Assistant Freshman Football.....	9%
7. Soccer	11%
8. Swimming	11%
9. Diving.....	5%
10. Cross Country	10%
11. Assistant Cross Country	5%
12. Golf.....	10%
13. Tennis.....	10%
14. Assistant Tennis	5%
15. Head Basketball.....	16%
16. J.V. Basketball.....	11%
17. Freshman Basketball	10%
18. Head Wrestling	14%
19. Assistant Wrestling	11%
20. Head Track.....	13%
21. Assistant Track	10%
22. Head Baseball	13%
23. J.V. Baseball.....	10%
24. Girls Varsity Basketball	16%
25. Girls J.V. Basketball	11%
26. Girls Freshman Basketball.....	10%
27. Girls Track	13%
28. Assistant Girls Track.....	10%
29. Girls Softball	13%
30. J.V. Girls Softball	10%
31. Girls Volleyball	13%
32. J.V. Volleyball	10%
33. Middle School Boys Basketball	8%
34. Middle School Girls Basketball.....	8%
35. Middle School Wrestling	8%
36. Middle School Boys Track.....	7%
37. Middle School Girls Track.....	7%
38. Assistant Middle School Boys Track	4%
39. Assistant Middle School Girls Track.....	4%
40. Middle School Girls Softball	7%
41. Middle School Volleyball	7%

Schedule C - Continued

<u>COACHES/SPONSORS</u>	<u>PERCENTAGE</u>
42. Head Cheerleading	8%
43. J.V. Cheerleading	7%
44. Freshman Cheerleading	7%
45. Middle School Cheerleading	4%
46. Pom-Pon.....	8%
47. Approved Elementary Sports	3%
48. Approved Intramural Sports	3%
49. Student Government:	
Elementary School	4%
Middle School.....	5%
High School.....	6%
H. S. Assistant Student Government.....	3%
50. High School Class Sponsors:	
Senior.....	5%
Junior	5%
Sophomore	4%
Freshmen.....	4%
51. High School Band	10%
52. High School Administratively Approved Clubs or Organizations:	
National Honor Society.....	6%
PEP Band	3%
Choir	3%
School Plays	3%
Drama Club.....	3%
Future Problem Solving.....	3%
Yearbook.....	3%
Newstaff.....	3%
Science Club	3%
French Club	3%
Spanish Club.....	3%
SADD Chapter	3%
53. Middle School Administratively Approved Clubs or Organizations:	
Middle School Band	8%
Yearbook.....	3%
Vocal Music.....	3%
54. Elementary School Administratively Approved Clubs or Organizations:	
Elementary Music.....	2%
Elementary Yearbook.....	1%
5th Grade Camp (2 nights).....	1%

Schedule C - Continued

<u>COACHES/SPONSORS</u>	<u>PERCENTAGE</u>
55. All Other Administratively Approved Clubs or Organizations	3%
56. Responsibilities for supervision of children beyond the school day:.....	\$8.25 per hour
57. Elementary lunch supervision: As Per Article VI, Section D	\$7.50 per lunch period
58. Bus Chaperoning Outside the Field of Work	\$20 per trip.
The Administration shall make a special effort to schedule Teachers to chaperone buses. If a Teacher cannot be made available, the building administrator shall assign a responsible person outside of the teaching staff to this duty.	
59. For One Week's Work Preceding or Following the Regular School Year for Administratively Approved Assignments	3% per week
60. Summer Program - 3 days per week, 2 hours each session, for 6 weeks	3% Each
61. Professional compensation for counselors, when performing "normal school year work duties" immediately preceding or following the regular school year, shall be at the individual counselor's daily pay rate.	
62. Driver Education:	\$18.50 per hour

Coaching stipends, as listed above, provide for the required State pre-season practices and administratively approved post season tournaments, where no state requirements for pre-season practices exist, such pre-season practice requirements will be administratively established.

**Schedule D
 1998-99 Calendar**

Thursday	August 27, 1998	New Teacher Orientation
Monday	August 31, 1998	Professional Development/All Staff Orientation/Staff Meeting
Tuesday	September 1, 1998	SCHOOL OPENS School AM / Teacher Workday PM Kng: AM Session (A-M) PM Session (A-M)
Wednesday	September 2, 1998	1st Full Day of Instruction Kng: AM Session (N-Z) PM Session (N-Z)
Monday	September 7, 1998	NO SCHOOL - Labor Day
Friday	October 16, 1998	School AM / Professional Development PM Kng: AM Session only
Tuesday	November 3, 1998	END OF 1ST MARKING PERIOD
Monday	November 9, 1998	Kng: School AM / Conferences PM
Tuesday	November 10, 1998	Kng: Conferences AM / School PM
Wednesday	November 11, 1998	School All Day MS: Conferences 3-5, 6-8 PM Elem: Conferences 4-8 PM Kng: School AM / Conferences PM / Conferences 4-8 PM
Thursday	November 12, 1998	HS: School All Day / Conferences 3-5, 6-8 PM MS: No School AM / School PM / Conferences 3-5, 6-8 PM Elem: No School AM / School PM / Conferences 4-8 PM Kng: No School AM / School PM / Conferences 4-8 PM
Friday	November 13, 1998	NO SCHOOL
Thursday	November 26, 1998	NO SCHOOL - Thanksgiving
Friday	November 27, 1998	NO SCHOOL
Friday	December 18, 1998	HOLIDAY VACATION (Starts end of day)
Monday	January 4, 1999	Classes Resume
Wednesday	January 20, 1999	HS: School AM / Records PM
Thursday	January 21, 1999	School AM / Records PM Kng: School AM (PM in the AM) / Records PM
Friday	January 22, 1999	School AM / Records PM Kng: School AM / Records PM
		END OF 2ND MARKING PERIOD

1998/99 2ND SEMESTER

Monday	January 25, 1999	BEGINNING OF 2ND SEMESTER
Friday	February 12, 1999	NO SCHOOL - Winter Break
Monday	February 15, 1999	NO SCHOOL - Winter Break
Friday	March 12, 1999	School AM / Professional Development PM Kng: AM Session only
Thursday	April 1, 1999	Spring Recess (Starts end of day) END OF 3RD MARKING PERIOD
Monday	April 12, 1999	Classes Resume
Thursday	April 22, 1999	Kng: Conferences AM / School PM
Friday	April 23, 1999	Kng: Conferences AM / School PM
Monday	May 31, 1999	NO SCHOOL - Memorial Day
Tuesday	June 8, 1999	Kng: Records AM / School PM
Wednesday	June 9, 1999	School AM / Records PM Kng: School AM / Records PM
Thursday	June 10, 1999	School AM / Records PM Kng: School AM (PM in the AM) / Records PM
Friday	June 11, 1999	School AM / Records PM Kng: School AM / Records PM
		LAST DAY OF SCHOOL END OF 4TH MARKING PERIOD
Monday	June 14, 1999	Snow Make-up Day #1
Tuesday	June 15, 1999	Snow Make-up Day #2
Wednesday	June 16, 1999	Snow Make-up Day #3

REMINDER

Record days shall be used for the purpose of grading papers, marking report cards and performing other teacher-related functions within the purview of the teacher's regular position, or as otherwise administratively assigned. As with any school calendar, its provisions are subject to State regulations, legislation, and guidelines.

SIGNATURE OF MUTUAL INTENT
AND BINDING AGREEMENT:

The Board and the Teachers enter into this Master Contract in good faith and both parties are expected to perform in a cooperative manner, fulfilling both the intent and the applicable portions of the Agreement written herein.

BOARD OF EDUCATION OF THE
PINCKNEY COMMUNITY SCHOOLS

BY: Marcia Jablonski
President

Marcia Jablonski 8.31.98
Signature Date

BY: Anne Colone
Secretary

Anne Colone 8-31-98
Signature Date

BY: Michael Couchman
Superintendent

Michael S. Couchman 8-31-98
Signature Date

BY: Brian Higgins
Chief Negotiator

Brian G. Higgins 8/31/98
Signature Date

PINCKNEY EDUCATION ASSOCIATION

BY: Vali Helppie
Pinckney Unit Director

Vali Helppie 8-31-98
Signature Date

BY: Pam Zimmerman
Chief Negotiator

Pamela J. Zimmerman 8-27-98
Signature Date

PINCKNEY COMMUNITY SCHOOLS TEACHER GRIEVANCE FORM

LEVEL I

NOTE: This section to be filled out by Grievant, and signed by Grievant and Association Representative

A. Name of Grievant(s) _____ Submission Date _____

B. Association Collective Bargaining Agreement Involved _____

C. Contract provision(s) violated: Article(s) & Section(s) _____

D. Alleged contractual violation: Time _____ Date _____

E. Name(s) of Administrator(s) with whom oral discussion was held _____

F. Verbal answer was given: Time _____ Date _____

G. Written grievance is being filed: Time _____ Date _____

H. Employee(s) involved in grievance _____

I. Statement of issue _____

J. Synopsis of facts giving rise to the alleged violation _____

K. Action or relief sought _____

L. **Aggrieved Employee(s) Signature** _____

M. **Association Representative's Signature** _____

Signature signifies knowledge of Grievance

Note: Use extra sheets of paper, if needed, for any areas of form

LEVEL I CONTINUED

NOTE: These sections are to be filled in by immediate supervisor

A. **ORAL GRIEVANCE** Received by _____
Building Principal

B. Time and date grievance was orally submitted to you _____

C. Time and date verbal answer to grievance was submitted to the grievant/Association

D. Place in writing below verbal answer that was submitted to the grievant(s) _____

A. **WRITTEN GRIEVANCE** Received by _____
Building Principal

B. Time and date written grievance was submitted to you _____

C. Place written answer here _____

D. **SIGNATURE** _____ **TIME** _____ **DATE** _____
Building Principal

E. **RECEIPT ACKNOWLEDGE BY** _____
Grievant or Association Representative

Time _____ Date _____

LEVEL II

NOTE: This section to be filled in by Grievant/Association Representative if the Grievant did not receive an answer in fifteen (15) days or if the written answer was unsatisfactory

A. **GRIEVANT:** Was the disposition by the Building Principal.....(Circle One)

Satisfactory

Unsatisfactory

B. Position of Grievant(s) _____

C. **Signature of Grievant(s)** _____

D. **ASSOCIATION:** What is your position regarding this grievance.....(Circle One)

Association Approval

Association Disapproval

E. **Signature of Association Representative** _____

F. **Receipt acknowledge by Superintendent at Level II** _____

Time _____ Date _____

NOTE: This section to be filled in by Superintendent

G. **Superintendent's Written Answer** _____

H. **Signature of Superintendent** _____

Time _____ Date _____

I. **Receipt Acknowledge By** _____

Grievant/Association Representative

Time _____ Date _____

LEVEL III

NOTE: Grievant may submit grievance to the Board of Education on his/her signature if the Superintendent did not respond within fifteen (15) days on Level II -- otherwise the Association and Grievant must be unsatisfied with the Superintendent's answer.

NOTE: *This section to be filled in by Association Representative if Superintendent did answer within fifteen (15) days*

A. **ASSOCIATION:** Was the disposition by the Superintendent.....(Circle One)

Satisfactory

Unsatisfactory

B. Position of Association _____

NOTE: *This section to be filled in by Grievant*

C. **GRIEVANT:** Was the disposition by the Superintendent.....(Circle One)

Satisfactory

Unsatisfactory

Not Timely

D. Position of Grievant _____

E. **Signature of Grievant** _____

Time _____ Date _____

F. **Signature of Association Representative** _____

(Not necessary if Superintendent did not answer within 15 days)

Time _____ Date _____

G. **Receipt acknowledge by Secretary of the Board of Education at Level III**

Signature of Secretary

Time _____ Date _____



Pinckney Community Schools

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LETTER OF AGREEMENT

between the

PINCKNEY COMMUNITY SCHOOLS BOARD OF EDUCATION

and the

PINCKNEY EDUCATION ASSOCIATION

RE: 6th Grade Program – Lakeland Elementary 1998/99

In order to resolve the full time 6th grade assignments and to accommodate busing timelines for the 1998/99 school year, the parties agree to:

1. The teacher duty day shall not exceed 445 minutes.
2. The teacher shall be in the school building fifteen (15) minutes prior to class time.
3. Teachers shall have a duty free lunch period of twenty-five (25) minutes.
4. Teacher prep time shall not decrease from the 1997/98 contract.
5. Due to the special circumstances created by a self contained, single grade building, teachers will volunteer to teach four (4) preps, if necessary, with additional prep time provided.
6. In so far as this Letter of Agreement may change Section B, and/or E of Article VI, those sections shall not apply to Lakeland 6th grade teachers.

7. The Lakeland Elementary Teachers' day shall be as follows:

7:55 a.m.	Teachers arrive at the building
8:10 a.m.	Classes begin for the day
3:10 p.m.	Classes end for the day
3:20 p.m.	End of teacher work day

8. This letter expires at the end of the 1998/99 school year and is not deemed to be precedent setting on the parties.

It is understood that this Letter of Agreement constitutes the entire understanding of the parties with respect to this matter and shall not be deemed precedent setting with respect to the Master Agreement and/or the policies and procedures of the Board of Education.

FOR THE BOARD OF EDUCATION

FOR THE PINCKNEY EDUCATION
ASSOCIATION

Michael D. Couchman

Walter R. Helzlsouer

8-31-98

Date

8-31-98

Date

Pamela J. Zimmerman

8-27-98

Date



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LETTER OF AGREEMENT

between the

PINCKNEY COMMUNITY SCHOOLS BOARD OF EDUCATION

and the

PINCKNEY EDUCATION ASSOCIATION

RE: 1098 CLOCK HOUR REQUIREMENT

The ACCORD Team will be charged with the responsibility of resolving the hours of instruction and school calendar for 2000/2001 school years subject to the following criteria:

- A. The teacher work day shall remain at 445 minutes;
- B. Hours of instruction for 2000/2001 shall meet the minimum requirements of 1098 hours for grades 1-12 and 549 hours for kindergarten;
- C. The elementary teacher work day shall include a minimum of 150 minutes of planning/preparation time per week free of student supervision during the student day;
- D. Should required hours set forth in B above be less than 1098, the hours shall meet the minimum requirement as set by the State. Likewise, should a change in state aid for 1998/99 require 1098 clock hours for the 1999/2000 school year, the ACCORD Team will meet to resolve required hours for 1999/2000 and 2000/2001.

It is understood that this Letter of Agreement constitutes the entire understanding of the parties with respect to this matter and shall not be deemed precedent setting with respect to the Master Agreement and/or the policies and procedures of the Board of Education.

FOR THE BOARD OF EDUCATION

FOR THE PINCKNEY EDUCATION ASSOCIATION

Michael A. Couchman

Magdalena J. Zimmerman
Vali R. Helzlsouer

8-31-98

8-31-98

Date

Date



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LETTER OF AGREEMENT

between the

PINCKNEY COMMUNITY SCHOOLS BOARD OF EDUCATION

and the

PINCKNEY EDUCATION ASSOCIATION

RE: SUBCONTRACTING

During the term of the 1998-2001 Master Agreement, the Board will not subcontract bargaining unit work.

It is understood that this Letter of Agreement constitutes the entire understanding of the parties with respect to this matter and shall not be deemed precedent setting with respect to the Master Agreement and/or the policies and procedures of the Board of Education.

FOR THE BOARD OF EDUCATION

FOR THE PINCKNEY EDUCATION
ASSOCIATION

Michael D. Conchman

Janella Zimmerman
Val R. Kelpie

8-31-98

8-31-98

Date

Date



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LETTER OF AGREEMENT

between the

PINCKNEY COMMUNITY SCHOOLS BOARD OF EDUCATION

and the

PINCKNEY EDUCATION ASSOCIATION

RE: 1047 REQUIREMENT FOR 1998/99

In order to resolve the 1047 issue for the 1998/99 school year, the parties agree:

1. The Elementary student instructional day shall be from 8:55 a.m. to 3:40 p.m. The AM Kindergarten student instructional day shall be from 9:05 a.m. to 11:59 a.m. and the PM Kindergarten student instructional day shall be from 12:35 p.m. to 3:29 p.m.
2. In so far as this Letter of Agreement may change Sections B, and/or E of Article VI, those sections shall not apply to kindergarten and elementary teachers.
3. Each grade one through grade five teacher will receive 155 minutes of preparation time per week and each kindergarten teacher will receive 150 minutes of preparation time per week during the student day while his/her students are receiving instruction from specialists.
4. In scheduling specialists, an effort will be made to divide the time so that at least some time is provided daily for each classroom teacher, subject to individual building scheduling parameters.
5. In kindergarten, recess will continue to be handled at each teacher's individual choice with any recess time taken to be supervised by the teacher.
6. The elementary grade one through five student day will include a 25 minute lunch and a 25 minute recess attached to the lunch, supervised by non-certified staff. A second p.m. recess, not to exceed 25 minutes, will be taken at the classroom teachers' discretion. This will be supervised by those teachers opting for the second recess on a rotational basis. Specialist teachers will be included in the rotation where possible.





