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MASTER CONTRACT

PINE RIVER AREA SCHOOLS

AND

PINE RIVER EDUCATION ASSOCIATION, MEA/NEA

1985-88

Pine River Area Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	2
ARTICLE II	TEACHER RIGHTS	4
ARTICLE III	BOARD OF EDUCATION RIGHTS	6
ARTICLE IV	COMPENSATION AND EXPERIENCE CREDIT	8
ARTICLE V	TEACHING CONDITIONS, ASSIGNMENTS & LENGTH OF SCHOOL DAY	9
ARTICLE VI	VACANCIES AND PROMOTIONS	13
ARTICLE VII	TRANSFERS	14
ARTICLE VIII	SICK LEAVE - LEAVES OF ABSENCE	15
ARTICLE IX	PROTECTION OF TEACHERS	20
ARTICLE X	JUST CAUSE	22
ARTICLE XI	TEACHER EVALUATION	23
ARTICLE XII	NEGOTIATION PROCEDURES	25
ARTICLE XIII	PROFESSIONAL GRIEVANCE PROCEDURE	26
ARTICLE XIV	MISCELLANEOUS PROVISIONS	29
ARTICLE XV	RETIREMENT	30
ARTICLE XVI	CONCERTED ACTION PROHIBITION	30
ARTICLE XVII	EXTRA-CURRICULAR DUTIES	31
ARTICLE XVIII	INSURANCE	32
ARTICLE XIX	REDUCTION IN PERSONNEL	33
ARTICLE XX	AGENCY SHOP	35
ARTICLE XXI	MILEAGE/CARTAGE ALLOWANCE	36
SCHEDULE A	SALARY SCHEDULE	37
SCHEDULE B	EXTRA-CURRICULAR DUTIES	39
SCHEDULE C	SCHOOL CALENDAR	40
ARTICLE XXII	DURATION OF AGREEMENT	41

MASTER CONTRACT

PINE RIVER AREA SCHOOLS

1985-1988

This agreement entered into this 1st day of May, 1985, by and between the Board of Education of the Pine River Area Schools, hereinafter called the "Board" and the Pine River Education Association, MEA/NEA, hereinafter called the "Association".

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all regular contract members of the Pine River teaching staff, including teachers assigned as counselors and librarians, but excluding supervisory, executive, and/or administrative personnel. The term "teacher", when used hereinafter in this agreement, shall refer to all full-time and part-time teachers employed by written contract, except substitute teachers employed on a day to day basis.
- B. The Board agrees not to negotiate with any teachers' 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 not inconsistent with the terms of this agreement, provided that the Association has been given written notice of the grievance settlement.
- C. Dues Deduction:
1. The Board agrees to deduct from the salaries of the teachers dues for the Pine River Education Association, MEA/NEA, the Michigan Education Association, and the National Education Association, when voluntarily authorized in writing by each teacher desirous of having such dues deducted.
 2. Regular dues for any or all of the above-stated organizations shall be deducted together, as one deduction, in ten (10) equal monthly installments from the second paycheck of each month of the school year.
 3. Dues authorizations filed with the Superintendent on or before the Monday preceding the second payday of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after the Monday preceding the second payday shall be deducted from the first five (5) pay periods of the second semester.

ARTICLE I - RECOGNITION (Cont.)

4. Dues authorizations, one filed with the Superintendent, shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association.
 5. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA and NEA which dues are to be deducted in coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification, shall not be subject to change during the entire school year.
 6. For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall through the last teacher working day of school in the spring.
 7. Dues deduction shall be transmitted by the Superintendent to the Pine River Education Association, MEA/NEA, Treasurer within ten (10) days after such deductions are made.
 8. All refunds claimed for dues of the Pine River Education Association, MEA/NEA, MEA or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.
 9. Any dispute between the Pine River Education Association, MEA/NEA and the Board which may arise as to whether or not an employee properly executed or revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions for that employee shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
 10. The Association shall protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws.

ARTICLE II - TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379; that it shall not discriminate against any teacher with respect to hours, wages or other terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any legal activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its teachers appropriately to involve the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings upon proper application.
- D. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district including the final budget and allocations and such other information as shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their

ARTICLE II - TEACHER RIGHTS (Cont.)

students. The Association shall be duly advised of fiscal and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity to consult with the Board with respect thereto prior to general publication.

- E. The Board and Association agree to continue the past practice of Elementary Principals teaching half-time, and of the Athletic Director also teaching part-time, but both parties further agree that no other non-bargaining unit member shall be assigned bargaining unit work, which would result in a bargaining unit member being laid off or would result in keeping a laid off bargaining unit member from being recalled.

Schedule B shall not be affected by this language.

ARTICLE III - BOARD OF EDUCATION RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees,
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees,
3. To establish grades K through 12 and courses of instruction contained therein, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board,
4. To decide upon the means and methods of instruction, and selection of textbooks and other teaching materials, and the use of teaching aides of every kind or nature,
5. To determine class schedules, the hours and days of instruction, parent conference days, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto and school related non-teaching activities, and the terms and conditions of employment.

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

ARTICLE III - BOARD OF EDUCATION RIGHTS (Cont.)

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV - COMPENSATION AND EXPERIENCE CREDIT

- A. The salaries of teachers covered by this agreement are set forth in Schedules "A" and "B" which are attached to and incorporated in this agreement. Such salary schedules shall remain in effect during the term of this agreement.
- B. The salary schedule is based upon a full-time teaching position covering the regularly scheduled school year with a minimum of 180 instructional days and in accordance with the official calendar.
1. Three (3) extra days will be programmed into the calendar for the end of the year. These days are to cover make-up days lost due to inclement weather or other emergencies. Should these days not be needed they will be subtracted at the end of the school year.
 2. Any days needed to be made up at the end of the school year will be paid at the regular contracted daily rate of pay beginning with the fourth (4) day.
 3. Should legislation change whereby total annual hours becomes a consideration for make-up days, this clause will be deleted from the contract.
- C. No teacher's normal work day shall exceed seven and one-half (7½) hours per day, including lunch hour, except as specified in Article V, Section I.
- D. When a teacher has completed two (2) semesters in the system he/she will advance one (1) step on the salary schedule in accordance with Schedule A.
- E. Each employee can elect either 21 equal pays, 26 equal pays every other Friday or 20 equal pays and 1 remainder check, at the beginning of the school year.

If an emergency situation arises which prohibits the Board from meeting the pay obligation as stated above, the Board agrees to first meet with the Association as soon as possible to work out a fair and equitable solution.

ARTICLE V - TEACHING CONDITIONS, ASSIGNMENTS AND LENGTH OF SCHOOL DAY

- A. Because the Board of Education has the statutory duty to educate all children within the boundaries of the school district, and because the student/teacher ratio is an important aspect of the educational program, and because the number of students the teacher is required to instruct has a direct bearing upon the amount of work required of the individual teacher, the parties agree that the size of the individual classes shall be given careful consideration and any inequities adjusted upon the request of the teacher or Association if economically and educationally feasible and desirable as determined by the Board of Education.
- B. Class size in the junior-senior high school and in elementary grades four through six shall be thirty (30) students per teacher except in shop classes which shall be twenty-five (25) students per teacher. Vocal music and/or Band shall be open to any number registered. Class size for physical education classes shall be forty-five (45) students per teacher.
1. Kindergarten through third grade classes shall have twenty-eight (28) students per teacher.
 2. Combination classrooms shall have up to and including twenty-four (24) students per classroom.
 3. When these sizes are exceeded the principal shall arrange a meeting with the teacher, Association president and/or representatives and Superintendent and/or Board representatives to arrive at an agreeable solution to the problem within ten school days.
 4. Resource room class sizes shall conform to the State of Michigan rules and regulations.
- C. All teachers shall be entitled to a duty free, uninterrupted lunch period of at least thirty (30) minutes.

ARTICLE V - TEACHING CONDITIONS, ASSIGNMENTS AND LENGTH OF SCHOOL DAY (Cont.)

1. Secondary teachers shall have one (1) planning/preparation period per day. Elementary teachers shall be free from classroom duties during the fifteen (15) minutes morning recess, the fifteen (15) minute noon recess, and the fifteen (15) minute afternoon recess. Said time shall be used for preparation. Should the Board of Education hire additional specialists, who are assigned to the elementary classrooms, the classroom teachers shall be free from duty for that period of time for which the specialist is responsible for the elementary teachers' classroom and students. Such time shall be used for preparation.
 2. In the event a teacher does not receive the planning/preparation time above specified, or shall be called upon to teach during a regularly scheduled preparation period, he/she shall receive \$12.00 per hour, pro-rata for less than time above specified.
 3. It is expressly understood that this provision is intended to cover emergency situations. Teachers shall not be assigned in place of a substitute teacher or be assigned when absence is known in advance.
 4. Adult Education classes offered other than school hours shall be compensated at a rate of \$10.00 per hour in 1985-86, and \$11.00 per hour in 1986-87 and thereafter.
- D. Teachers shall report to their assigned buildings no later than fifteen (15) minutes before the opening of school each day. Secondary teachers shall remain at their assigned buildings at least fifteen (15) minutes after students are dismissed from school. Exceptions to these regulations shall be only with permission of the building principal or the Superintendent of Schools. Meetings called by the principal or the administrative staff before or after school shall also excuse a teacher from the fifteen (15) minute rule. The rule shall also be waived for meetings of professional organizations if such meetings are regularly scheduled in advance.
- E. The length of the elementary teaching day shall be as near as possible to the length of the secondary teaching day.

ARTICLE V - TEACHING CONDITIONS, ASSIGNMENTS AND LENGTH OF SCHOOL DAY (Cont.)

- F. Teachers who shall be effected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades shall be notified and consulted by their principals as soon as practicable. Such changes shall be voluntary if at all possible. Every effort shall be made to avoid reassignment of probationary teachers to different grade levels unless the teacher requests such change.
- G. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any teacher organization. The Board and Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- H. The Association encourages attendance at PTA meetings.
- I. All teachers must attend meetings called by the Administration as a regular part of their teaching duties unless otherwise excused by the Administration. All meetings shall begin within thirty (30) minutes after an operational school day. Morning meetings may be held provided they commence within thirty (30) minutes of school starting time, unless otherwise agreed upon before hand.
- J. Teachers shall give account for school materials, equipment, and facilities assigned to them provided they have sole responsibility for their working area.

ARTICLE V - TEACHING CONDITIONS, ASSIGNMENTS AND LENGTH OF SCHOOL DAY (Cont.)

- K. Reasonable supervision of students is the teacher's responsibility during the school day. This includes activities in all school areas such as cafeteria, halls, lavatories, playgrounds, assemblies, and any other place where students may congregate during the normal school day. Teachers shall cooperate in good housekeeping practices in the halls, respective classrooms, and their lounge.

- L. Every effort will be made by the administration to insure that facilities are maintained in a safe, healthy and comfortable condition.

ARTICLE VI - VACANCIES AND PROMOTIONS

- A. Whenever a vacancy in a professional teaching position in the district shall occur, the Board shall publicize the same by giving written notice of a vacancy to the President of the Association and providing appropriate posting in each of the several school buildings. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for seven (7) calendar days. Any teacher who wishes a change in his/her teaching assignment for the ensuing school year should provide a letter to both the superintendent and building principal not later than the end of the school year.
1. Schedule B shall be handled in the same manner as in A above.
- B. Any teacher with proper certification and qualifications may apply for any vacancy. In filling such vacancy teachers presently on the staff should receive first consideration. In the event an opening develops during the summer, teachers with the necessary certification will be notified.
- C. In the event that a regular class is to be offered outside of the regular school day for credit, such class shall first be posted for a period of five (5) school days prior to being filled on a permanent basis. The Board shall select the applicant for such assignment who is most qualified to fill the position from the point of view of academic training and experience in the teaching of the subject to be assigned. Compensation shall be paid at a rate of one-sixth (1/6) of that teachers salary.

ARTICLE VII - TRANSFERS

- A. Since the frequent transfers of teachers from one school to another is disruptive of the education process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized whenever possible.

- B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools of the district shall be posted in the same manner as provided in Article VI.

- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this agreement prior to such transfer to supervisory or executive status.

ARTICLE VIII - SICK LEAVE - LEAVES OF ABSENCE

- A. Teachers shall be granted ten (10) sick days per year. Sick days will be credited to each teacher's sick day account at the beginning of the school year. If at the end of a school year more days have been used than accumulated, it will be deducted from the said teacher's last check. In addition, at the beginning of the school year, the business office will provide each teacher with a statement indicating the number of sick days accumulated as of the end of the previous school year, plus the ten (10) new credited days, and the total days available.
1. Sick leave days may accumulate to 120 days.
 2. After four (4) continuous years of service, teachers retiring or leaving the school district shall be paid at a substitute rate of pay, for three-fourths (3/4) of their accumulated sick days.
 3. "Disabled" shall be determined by a doctor licensed to practice medicine in the State of Michigan.
- B. Up to two (2) personal business days may be granted to a teacher for the purpose of transacting business of an urgent nature which cannot be transacted at times other than the normal working hours. It is expressly understood that these days may not be used to extend vacations, holidays or weekend periods. Written application shall be made at least five (5) days prior to the expected date of absence, except in the case of an emergency situation.
1. Disclosure of the reason for use of personal business days is to be at the discretion of the teacher. The Board reserves the right to deny personal business days when too many staff members request the same day and permission for all requests would make it impossible to hire substitutes. The parties agree that abuse of leave time, paid or unpaid, will be given very careful consideration.

ARTICLE VIII - SICK LEAVE - LEAVES OF ABSENCE (Cont.)

- C. Leaves of absence without pay may be granted upon application for not more than one (1) year, unless by mutual agreement, for the following purposes:
1. At least one-half (1/2) time study related to the teacher's field.
 2. At least one-half (1/2) time study to meet eligibility requirements for educational purposes other than those held by the teacher.
 3. At least one-half (1/2) time study, research, or special teaching assignment involving probable advantage to the school system.
 4. Special program completion problems may be considered by the Board. The regular salary increment occurring during such period shall be allowed, not to exceed one (1) step.
 5. A one (1) year leave of absence without pay may be granted for a teacher to work outside of the field of education in his/her field of specialized training.
- D. Optional Maternity Leave and Child Care: Maternity leave without pay may be granted up to a maximum of one (1) year renewable at the discretion of the Board.
1. Request for maternity leave shall be made in writing well in advance of the requested starting date and will be accompanied by a statement from the attending physician giving the anticipated date of birth of the child. Said request will be filed both with the superintendent and building principal.
 2. The beginning date and the ending date shall be established by the attending physician, but should correspond as nearly as possible with the beginning and ending of school, semester or marking period and/or maintain continuity of the student/teacher relationship as nearly as possible. The Board shall consider the health of the applicant in addition to the physician's statement concerning the health of the applicant.
 3. Upon the granting of said leave by the Board of Education the teacher shall be entitled to return to the school system upon the expiration of said leave providing a vacant position for which she is certified and qualified to fill exists upon filing with the Superintendent a written statement by a physician of her proper health to perform her duties. If no such vacancy exists a tenure teacher may displace less senior teachers in a position which the tenure teacher is certified and qualified to fill. If all positions for which a tenure teacher on maternity leave is certified and qualified to fill are held by more senior

ARTICLE VIII - SICK LEAVE - LEAVES OF ABSENCE (Cont.)

teachers, she shall have the first opportunity to fill a position that opens for which she is certified and qualified, and continued maternity leave shall be granted for as long as she desires to return.

4. A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave granted by the Board of Education. However, the Board of Education reserves the right to approve accelerated termination of maternity leave on the basis of each individual case.
 5. Failure to return from a maternity leave on the date specified in said leave or application shall be conclusively deemed a resignation unless agreed upon by the Board and the teacher.
 6. Maternity and/or Child Care leave shall be granted without pay and without experience credit and without sick leave accumulation with the understanding that salary increment and other benefits accumulated before the leave shall be retained upon reinstatement.
- E. Leave of absence shall be granted of up to two (2) years to any teacher who joins the Peace Corps as a full time participant in such program. Any period so served shall be treated as time taught for purposes of salary schedule set forth in Schedule "A" of this statement.
- F. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing the duties of the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.
- G. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States, not to exceed the normal tour of duty.
1. Teachers on military leave shall be given the benefit of any increment which would have been credited to them had they remained in active service to the school system.

ARTICLE VIII - SICK LEAVE - LEAVES OF ABSENCE (Cont.)

- H. Funeral Leave: In case of a death in the immediate family, three (3) days leave, not deductible from the teacher's sick leave allowance, shall be granted. In cases where additional bereavement leave days may be required, the Board shall grant, upon request, two (2) additional days for this purpose, such days to be deductible from the teacher's sick leave allowance. For the purposes of this Article, the "immediate family" shall be defined as including: spouse, parent, children, siblings, grandparents, grandchildren, mother-in-law, and father-in-law.
- I. Any teacher who suffers an on-the-job injury which is compensable under the Michigan Worker's Compensation Law, shall receive the difference between his/her normal salary and that amount he/she is provided by Worker's Compensation.
- J. Jury Duty: A leave of absence may be granted to a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expense) for such day on which the teacher reports for or performs jury duty, provided that the teacher cooperates with the administration in seeking to be excused from such service.
- K. At the beginning of each school year, the Association shall be credited with eight (8) days to be used by the teachers who are officers or agents of the Association with a maximum of three (3) consecutive days being used by any one teacher. Such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association shall pay the cost of substitute teachers.

ARTICLE VIII - SICK LEAVE - LEAVES OF ABSENCE (Cont.)

1. In the event a teacher is elected to a state office, days used to attend regular meetings shall not be deducted from the Associations days.
- L. Professional Business: Any day on which an employee is absent, and he/she is engaged in professional business as an observer or participant under the direction of the Board of Education, shall not be regarded as an absence, provided such business has been cleared through the Superintendent's office.
- M. The following shall be in effect in the event school is closed on a regularly scheduled day:
1. Sick Leave: Sick leave shall not be deducted if such day falls on the day of a prearranged paid sick leave.
 2. Personal Business Leave: A personal business day shall not be deducted if such day falls on the day of a prearranged personal business leave day.
 3. Funeral Leave: Funeral leave day taken under Article VIII, Section H, shall not be deducted if such day falls on a prearranged funeral leave day and the individual uses that day for the purpose intended. The teacher shall indicate to the building principal within two (2) days of returning from leave whether or not the leave was used.

ARTICLE IX - PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reasons of disciplinary or other action taken by the teacher against a student, the Board shall reimburse the teacher for the cost of legal counsel and defense if said teacher is acquitted of such charges against him/her, provided that the teacher's professional organization does not make such reimbursement.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against this teacher if said teacher is acquitted of the charges against him/her.
- E. The Board shall reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty for the school or on the school premises, provided that such loss is not the fault of the teacher due to negligence, and provided that such loss is not covered by the owner's insurance or the school's insurance.

ARTICLE IX - PROTECTION OF TEACHERS (Cont.)

- F. Any complaints by a parent of a student directed toward a teacher shall be put in writing, and called to the teacher's attention within five (5) school days or dropped.
- G. Teachers shall be expected to exercise reasonable care with respect to the safety of the 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.
- H. The official personnel file for each teacher shall be maintained in the central school office. Any adverse material shall be brought to the attention of the teacher before being placed in his/her file. If the teacher disagrees with the material, they shall have the right to file a written response to the material and such response shall be attached to the material.
- I. A teacher shall have the right by appointment to review the contents of all records, excluding initial references, of the district pertaining to said teacher, originating after initial employment, and to have a representative of the Association present during such review.
- J. The teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof outside of school hours shall be grounds for any discipline or discrimination with respect to the professional employment of the teacher.

ARTICLE X - JUST CAUSE

- A. No teacher shall be reprimanded, disciplined, or discharged without just cause. However, the following matters shall not be subject to the grievance procedure:
 - 1. Matters for which there is recourse through the Tenure Commission.
 - 2. Evaluations. However, discipline resulting from evaluations shall be grievable subject to the above restrictions.

- B. The removal of or failure to reappoint any employee to any extra curricular position shall be grievable up to, but not including, arbitration.

ARTICLE XI - TEACHER EVALUATION

- A. Probationary teachers will receive two (2) evaluations annually. The first will take place before December 15th. The second will take place prior to March 20th.
- B. All tenured teachers shall be evaluated a minimum of once annually.
- C. Each evaluation shall include those areas which need improvement and recommendations to meet those improvements.
- D. All monitoring or observation of the work of a teacher shall be conducted openly and with knowledge of the teacher. The use of eavesdropping, closed circuit television, public address, or audio systems and similar surveillance devices shall be strictly prohibited.
- E. An observation of the teacher shall be for not less than one (1) class period or the duration of a particular teaching unit. After consultation with the teacher to be observed, the administrator may use the expertise of the teacher's peers in observation and evaluation.
- F. The evaluating administrator shall prepare and submit a written report and recommendations to the teacher within ten (10) school days of the observation.
- G. The administrator shall hold a post-observation conference with the teacher for the purpose of clarifying the written report and recommendations. Such a conference shall be held within ten (10) school days of the submission of the written report to the teacher.
- H. A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation

ARTICLE XI - TEACHER EVALUATION (Cont.)

file. Teacher's signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE XII - NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings. Items for a given meeting shall be limited to an agenda proposed in advance.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XIII - PROFESSIONAL GRIEVANCE PROCEDURE

- A. Grievance shall be defined as an alleged violation, by a teacher or the Association, of any specific term of this agreement, or misinterpretation or misapplication of any provision of this agreement, or the unfair application of any policy or regulation of the Board directly related to teaching terms and conditions. (This is not to be interpreted to mean the Board cannot change policy as long as such policy does not violate the terms of this contract.)
- B. Reference to "days" in the procedure shall mean school days except when school is not in session due to summer recess. During that period "days" shall refer to week days, excluding holidays.
- C. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slowdown, walk-outs or any other cessation of work through the use of any method of lockout or legal proceedings.
- D. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Board and the Association.
- E. STEP I. By conference between the aggrieved employee, the Association representatives, or both, and the building administrator in charge within five (5) working days of the alleged grievance. In the event that such conference fails to settle the differences, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Association within five (5) working days of the

ARTICLE XIII - PROFESSIONAL GRIEVANCE PROCEDURE (Cont.)

informal grievance conference and proceed to Step II. Written grievances required herein shall contain the following:

1. It shall be signed by the grievant or grievants or Association,
2. It shall contain a synopsis of the facts giving rise to the alleged violation,
3. It shall cite the section or subsection of this contract alleged to have been violated,
4. It shall contain the date of the alleged violation,
5. It shall specify the relief requested.

F. STEP II. A hearing between the grievant and/or the Association and the Superintendent or his/her designated agent shall be held within ten (10) working days and a decision shall be rendered in seven (7) working days after the hearing.

G. STEP III. In the event that the previous step fails to settle the complaint, the grievant and/or Association shall appeal the same within five (5) working days to the Board of Education by filing such written grievance, along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled meeting.

1. Upon proper application as specified, the Board shall allow the teacher, and/or his/her Association representative, an opportunity to be heard at the regularly scheduled meeting for which the grievance was scheduled. The Board may hold future hearings therein or otherwise investigate the grievance for a period of ten (10) working days, or by written mutual consent for a longer period of time. Within ten (10) working days of the final hearing, the Board shall render its decision in writing, except with the express written consent of the Association, shall the final determination be longer than ten (10) working days from the final hearing.

H. STEP IV. If the Association and/or grievant is not satisfied with the

ARTICLE XIII - PROFESSIONAL GRIEVANCE PROCEDURE (Cont.)

disposition of the grievance at Step III, it may, within ten (10) working 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, he/she shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.

1. Neither party may raise a new defense or ground at Step IV not previously raised or disclosed at other written steps.
- I. The arbitrator shall have no power to add to, subtract from, or modify this agreement, or to declare any provisions of this agreement illegal.
- J. Arbitration costs shall be shared equally by both parties.
- K. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.
- L. Tenure Grievances. If any teacher has a complaint regarding any condition of employment covered by the Michigan Teacher Tenure Act, such complaint or grievance shall be dealt with exclusively through the provisions of said Act and the established procedure thereof. Tenure grievances are not subject to the grievance procedure.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain and adequate list of substitute teachers. Teachers shall be informed of a telephone number they shall call as early as possible, but no later than 6:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

- B. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

- C. If any provision of this agreement or any application of the agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed not valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XV - RETIREMENT

- A. The Board shall abide by applicable laws in regard to retirement.

ARTICLE XVI - CONCERTED ACTION PROHIBITION

- A. The Pine River Education Association, MEA/NEA and/or its members shall not engage in nor encourage concerted action of any type against the school district which would be in violation of this contract or in violation of the laws or statutes of the State of Michigan.

ARTICLE XVII - EXTRA CURRICULAR DUTIES

- A. All Elementary and Secondary teachers shall attend school functions of their respective buildings, such as student activities for which they are responsible and student dances for which they have volunteered. Elementary teachers are expected to attend P.T.C.'s. Class sponsors shall be assigned by the High School Principal. Such assignments shall be made in May for the following year. They shall be responsible for supervision at all official class functions.

ARTICLE XVIII - INSURANCE

A. Health Insurance. The Board shall provide MESSA Super Med 2 health care protection for a full twelve (12) month period. Carrier will be changed to Blue Cross to be effective 1985.

1. It is expressly understood that where both husband and wife are employed by the district, no duplicate insurance shall be issued, it being the intent of the Board to provide only the insurance coverage for the entire family within the above premium. Any teacher whose spouse is covered by insurance by the Board may apply to a single subscription to options available under either policy as stated above. Any teacher whose spouse not employed by the Board is covered by hospitalization insurance, may also elect the single subscription for the purpose of options as stated above in lieu of the regular full family hospitalization.
2. A single payroll deduction shall be available for any or all additional MESSA or MEA programs.
3. The Board will provide an employee a \$50 per month Tax Deferred Annuity in lieu of any Health Insurance benefits for the full year. An employee may contribute additional money to his/her annuity.

B. Dental Insurance. The employer shall provide the Delta Dental Plan "C" (50-50) for all teachers, which includes Internal Coordination of benefits.

1. It is agreed that the Dental program shall be subject to the rules and policies of the carrier.
2. The employer's contribution to this plan shall be pro-rated for those who work less than full-time.

C. Term Life Insurance. The employer shall provide without cost to each employee MESSA Negotiated Term Life Insurance protection in the amount of \$20,000 that shall be paid to the employee's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).

ARTICLE XIX - REDUCTION IN PERSONNEL

- A. Seniority. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term "seniority" as hereinafter used shall be length of continuous service with the Pine River Area Schools.
1. Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
- C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in Pine River Area Schools.
- D. The Board of Education shall prepare a seniority list by classification based on continuous service in the Pine River Area Schools and transmit a copy of the same to the Association on or before the 1st day of October of each year of this contract.
- E. Necessary reduction of Personnel -- LAYOFF. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education and provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available hereby agree as follows:

ARTICLE XIX - REDUCTION IN PERSONNEL (Cont.)

1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.
 2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure shall be used. In the event that a layoff must take place, a more senior teacher may make a written request to be identified to receive the layoff notice rather than the lowest senior teacher. The final decision will be determined by the Board of Education.
 - a. Probationary employees shall be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified to perform the services of the probationary teacher.
 - b. In the event seniority teachers must be laid off, layoff shall be on the basis of seniority. In case of equal seniority, layoffs shall be determined on the basis of knowledge, skill, experience and efficiency on the job as determined by the principal's recommendation and physical fitness of the employee. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance.
 - c. The Board agrees to indemnify and save the Association, including each individual member, harmless against all claims and liability that may arise out of or by reason of action by the Board for the purpose of compliance with this article.
- F. Recall. Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified.
- G. The recall list shall be maintained by the Board. If a teacher is recalled, he/she shall respond within thirty (30) days. Failure to respond shall forfeit his/her right to recall.

ARTICLE XX - AGENCY SHOP

- A. After the expiration of the first thirty (30) days of employment, all teachers shall as a condition of continued employment either join the Association or pay a representation fee equal to the proportionate share of the cost of negotiating and administering this contract.
- B. In the event the teacher shall fail to comply with the above, the Association may file charges with the Board of Education as the charging party under the Teachers' Tenure Act in the case of a tenure teacher or submit a written complaint with the Board not less than sixty (60) days prior to the close of the school year in the case of probationary teacher. In the event of a request for dismissal of a probationary teacher, the Board shall honor such request as of the close of the school year.
- C. On or before the opening day of school, the Association shall deliver to the Superintendent a written signed statement indicating the proportionate share of the cost of negotiating and administering this contract.
- D. The Association agrees to hold the Board harmless for any and all costs, fees, charges, back pay awards, or liability arising out of enforcement of this Article. Any such costs which may arise shall be paid by the Association directly to the proper party and at no time shall the Board be required to pay any money to any party or individual as a result of this Article.
- E. The provisions of Article I, Section C, shall apply to representation fee where the Board receives a written authorization card.

ARTICLE XXI - MILEAGE/CARTAGE ALLOWANCE

- A. Itinerant teachers will be assigned to a base school by the administration at the beginning of the school year.
- B. On days when a teacher is assigned to a school other than the base school, said teacher will be paid on a round trip basis from the base school. A daily record will be maintained and must be approved by the building principal in order to be reimbursed monthly.
- C. All mileage will be reimbursed at the approved current rate set by the IRS.

SCHEDULE A - SALARY SCHEDULE

	<u>STEP</u>	<u>I</u> <u>B.A.</u>	<u>II</u> <u>B.A. + 15</u>	<u>III</u> <u>M.A.</u>	
<u>1985-86</u>	1	14,904.04	15,205.10	15,656.05	
	2	15,795.99	16,115.46	16,596.09	
	3	16,689.39	17,025.84	17,534.73	
	4	17,581.39	17,936.19	18,474.78	
	5	18,474.78	18,847.98	19,413.42	
	6	19,366.76	19,758.35	20,353.47	
	7	20,260.16	20,668.70	21,292.10	
	8	21,152.15	21,580.49	22,232.16	
	9	22,045.56	22,490.84	23,170.80	
	10	22,934.71	23,401.20	24,102.37	
	14	24,971.85	25,480.31	26,244.57	
	<hr/>				
	1986-87	1	15,634.24	15,950.36	16,423.85
		2	16,570.79	16,906.23	17,410.89
3		17,508.86	17,862.13	18,396.47	
4		18,445.46	18,818.00	19,383.52	
5		19,383.52	19,775.38	20,369.09	
6		20,320.10	20,731.27	21,356.14	
7		21,258.17	21,687.14	22,341.71	
8		22,194.76	22,644.51	23,328.77	
9		23,132.84	23,600.38	24,314.34	
10		24,066.45	24,556.26	25,292.49	
14		26,205.44	26,739.33	27,541.80	
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1987-88		1	16,415.95	16,747.88	17,245.04
		2	17,399.33	17,751.54	18,281.43
	3	18,384.30	18,755.24	19,316.29	
	4	19,367.73	19,758.90	20,352.70	
	5	20,352.70	20,764.15	21,387.54	
	6	21,336.11	21,767.83	22,423.95	
	7	22,321.08	22,771.50	23,458.80	
	8	23,304.50	23,776.74	24,495.21	
	9	24,289.48	24,780.40	25,530.06	
	10	25,269.77	25,784.07	26,557.11	
	14	27,515.71	28,076.30	28,918.89	
	18	28,341.18	28,918.59	29,786.46	

- A. Placement on the salary schedule shall be determined by:
1. Class I - Hold valid certificate pursuant to the provisions of the Education Law.
 2. Class II - Have completed 15 semester hours of approved study beyond the bachelors degree.
 3. Class III - Have completed a masters degree of approved study.
- B. The maximum transferable years of experience shall be unlimited.
- C. No teacher shall advance more than one (1) step per school year on the salary schedule, except to comply with Article IV, Section D.
- D. The Board agrees to pay the five percent (5%) of salary to the State of Michigan Public School Employees Retirement Fund.
- E. All teachers in the Pine River Area Schools must meet a professional increment requirement. Teachers on the bachelors degree scale must show evidence of having earned eight (8) semester hours on or before the beginning of the fourth (4th) step. Evidence of completion of credit must be presented to the Superintendent of Schools prior to the attainment of the step herein mentioned. Credit earned for salary consideration must be taken at a college or university and be applicable to certification requirements.

SCHEDULE B - EXTRA-CURRICULAR DUTIES

A. The following shall be the only extra-curricular activities for which reimbursement will be allowed. This schedule shall be based on step, allowing one step on the BA schedule for each year of experience in the Pine River Area Schools in a particular activity up to and including the ninth (9) step of the BA Salary Schedule for 1985-86. From 1986-87 and thereafter, the schedule will be based upon the tenth (10) step.

B. SPORT OR ACTIVITY	% PAID
Head Football	12%
Assistant Football (3)	10%
Head Basketball	12%
Reserve Basketball	10%
Freshman Basketball	7%
Eighth Grade Basketball	5%
Seventh Grade Basketball	5%
Track Coach - Boys and Girls	9%
Assistant	5%
Cross Country	7%
Baseball - Boys and Girls	9%
Wrestling	10%
Head Basketball - Girls	12%
Assistant	10%
Ninth Grade Basketball - Girls	7%
Eighth Grade Basketball - Girls	5%
Seventh Grade Basketball - Girls	5%
Gymnastics	7%
Volleyball	7%
High School Cheerleaders per Fall and Winter Sports	5%
9th Grade Cheerleaders	2%
Junior High Cheerleaders	3%
Band	8%
Junior Band	4%
Drama	3%
Yearbook	10%
F.H.A.	3%
Honor Society	2%
Spanish Club	2%
Head Teacher	4%
Forensics	6%

Driver Education: \$10.00 per hour in 1985-86 and \$11.00 per hour in 1986-87 and thereafter.

C. The P.R.E.A. and the Board believe that the Schedule "B" pay in this agreement meets all requirements of Title IX.

SCHEDULE C - SCHOOL CALENDAR

PINE RIVER AREA SCHOOLS

1985 - 86

School Calendar

August	26, 1985	Orientation
	27, 1985	First Day of School
September	2, 1985	Labor Day - No School
October	21, 1985	Teacher Inservice - No School
	25, 1985	End of First Marking Period
November	15, 1985	Deer Season Opens - No School
	28-29, 1985	Thanksgiving Vacation
December	23, 1985	Christmas Vacation Begins
January	2, 1986	School Resumes
	16, 1986	End of Semester
	17, 1986	Records Day - No School
March	21, 1986	End of Third Marking Period
	24, 1986	Spring Break Begins
	31, 1986	School Resumes
May	25, 1986	Commencement
	26, 1986	Memorial Day - No School
June	3-5, 1986	Make-up Days
	5, 1986	Last Day for Students
	6, 1986	Records Day

ARTICLE XXII - DURATION OF AGREEMENT

A. This agreement shall be effective as of August 31, 1985, and shall continue in effect for three (3) years until the 30th day of August, 1988. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION:

EDUCATION ASSOCIATION:

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary