

**Master Agreement**  
**between**  
**Peck Education Association**  
**and**  
**Peck Board of Education**

**2010 - 2011**

**2011 - 2012**

**2012 - 2013**

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This Agreement entered into this 10<sup>th</sup> day of August 2010 by and between the Board of Education of Peck Community Schools, District 76-180, Peck, Michigan hereinafter called the "Board" and the Peck Education Association/MEA/NEA, hereinafter called the "Association" on wages, hours, and the terms and conditions of employment of teaching personnel, through negotiations in good faith, have reached agreement on all such matters and desires to execute this Contract covering such agreement.

## **ARTICLE I**

### **Recognition**

The Board hereby recognizes the Association as the exclusive bargaining representatives, as defined in Section II of Act 379, Public Acts of 1965 for all certified teaching personnel, including guidance counselors and librarians under contract, but excluding supervisory and executive personnel, office, clerical and maintenance and operating employees. (a) The term "teacher" when used hereinafter in this Agreement shall refer to all employees, (represented by the Association) in the bargaining or negotiating unit as defined. (b) the term "Board" shall include its officers and agents. (c) The Board further agrees that membership in the Association shall not be a condition of employment nor used as a point of discrimination in the rights or obligations under this contract.

## **ARTICLE II**

### **Board of Education Rights**

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 or the United States, including but without limiting the generality of the foregoing; the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel, providing due process has been followed.

The exercise of these powers, rights, authority duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may seem necessary shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE III**

### **Teacher and Association Rights.**

- A. Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective professional negotiation and other concerted and lawful 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 or its

employed administrative or executive personnel will not directly or indirectly discourage, deprive or coerce any rights conferred by Act 379, by other laws of the State of Michigan or by the Constitution of the State of Michigan and the United States; that it will not discriminate against any employee with respect to hours, salary, terms or conditions of employment, by reason of membership in the Association, his participation in any activities of the Association including collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding with respect to any terms or conditions of employment under, or aside from the specific terms of this Agreement.

- B. The Association and its representatives shall have the right to use school buildings for meetings, the Board may make a reasonable charge therefore.
- C. The Association and its representatives shall have the right to use the school buildings and equipment in accord with the following regulations: The principal or superintendent shall designate what areas or rooms are available for meetings and or use; where extra maintenance or service costs are involved, the Association will assume this cost; Association meetings shall not interfere with other regularly scheduled activities; the Association's bulletin board shall be restricted to official organization materials. If the building administrator considers the posted materials objectionable s/he shall bring it to the attention of the Association President and Superintendent of Schools at which time the material shall be removed. The president and superintendent shall meet to discuss the objections and by mutual agreement resolve the issue. The Association may use the District's mailboxes and pick up and delivery service for communications to teachers.
- D. Duly authorized representatives of the Association shall have the right to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations. And further provided, no Association views on matters relating to supervisor-teacher or Board-Association relationships shall be discussed in the presence of students during the school day or at school sponsored functions.
- E. Teachers shall be entitled to full rights of citizenship and the exercising of such rights shall not be grounds for discipline or prejudice with respect to the professional employment of the teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- F. The parties agree that there shall be no discrimination against any employee or applicant for employment by reason of race, color, marital status, sex or national origin, and that the provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory.
- G. No teacher shall be disciplined, (including warnings, reprimands, suspensions) reduced in rank or compensation or deprived of professional advantage without just cause. Disciplinary interviews and reprimands will be considered in private. An affected teacher, shall, however, have the right, in all such instances, to request the presence of an association representative of his choosing at said interview and when such request is made, the interview shall not proceed until

the representative is in attendance. No teacher shall be enjoined from exhibiting identification of membership in the association either on or off the school grounds.

- H. The Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas, and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational backgrounds, and such other informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

## **ARTICLE IV**

### **Professional Compensation**

- A. The salaries and fringe benefits of teachers covered by this Agreement for the 2010-2011, 2011-2012, 2012-2013 school years are set forth in Appendix A, which is attached to and incorporated into this Agreement. Salary increase of 0% with steps first year of contract, with the final year to be negotiated.

If the per pupil foundation for 2010-2011 school year is greater than \$7151 and the student count is at or greater than the February 2010 count all scheduled salary steps will increase an additional .5%, which will be paid to all teachers in a retroactive check on June 8, 2011.

- B. With the approval of the Principal, teachers shall be permitted to leave their buildings for employment-related activities without loss of pay, leave time, personal leave or other penalty.
- C. Teachers who are required, as a part of their school duties, to use their own vehicles for transportation in order to perform such duties shall be reimbursed at \$ .445 next year. The Board shall provide total liability protection for teachers and other designated drivers when their personal automobiles are used as provided in this section.
- D. Teachers subbing on their prep time will be compensated substitute pay for covering a seventy-two minute period at \$25.00, but realize our substitute pay for covering a thirty six minute period should be decreased to \$15.00 or prorated accordingly.

**ARTICLE V****Teacher Loads and Assignments**

- A. The normal weekly teaching load in the junior-senior high school will be twenty (20) teaching and five (5) unassigned preparation period per trimester or thirty (30) teaching and five (5) unassigned preparation periods per semester.

The normal weekly teaching load in the elementary school shall include (minutes of prep) as much release time for recess purposes as the State's day and hour requirement will allow.

- B. Teachers who will be affected by a change in grade assignment in the elementary school grades and by change in subject assignment in grades 7 through 12, will be notified, whenever possible, at least thirty (30) days in advance by their building principals.
- C. The Board recognizes the desirability of keeping schools reasonably and properly equipped and maintained.
- D. The Board will make available lunchroom and restroom facilities for teachers' use and one room which shall serve as a workroom.
- E. Teachers shall be required to report to school and be at their duty stations at 8:00 A.M. each school day and may leave school at 3:15 P.M. each school day. However, teachers will be required to report or remain for a sufficient period before or after the close of the pupil's school day to attend to those matters which properly require attention at that time, such as teacher's meetings and including consultations with students and/or parents when scheduled directly with the teachers. On Fridays or on days preceding holidays or vacations the teachers' day shall end at the close of the pupils' day.

The Board and Administration will, after consultation with the Association, have the right to arrange student contact time within these parameters (8:00 A.M. to 3:15 P.M.) in order to comply with State of Michigan hourly requirements. With the approval of the Board of Education and the PEA, the above times may vary to allow for teacher collaboration time in accordance with becoming a Professional Learning Community

- F. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective program. The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers and the best interest of the District as deemed administratively feasible.
- G. A duty free lunch period of approximately thirty (30) minutes will be provided for Jr./Sr. high school teachers. Elementary teachers will be provided a duty free lunch period of approximately forty (40) minutes and also have as much duty free recess time as the calendar will allow so as to remain in compliance with all State and Department of Education requirements..

**ARTICLE VI****Professional Qualifications**

No teacher shall be employed by the Board for a classroom teaching assignment who does not have a bachelor's degree from an accredited college or university and a provisional, permanent or professional certificate. All teachers must meet "Highly Qualified" status in accordance with Federal and State standards.

Per diem substitutes shall meet state requirements.

**ARTICLE VII****Vacancies, Promotions, and Transfers**

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. A request by a teacher for a transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the superintendent and one copy with the Association. The application shall set forth the reasons for the requested transfer, the school, grade or position sought and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. The Board declares its support for a policy of filling vacancies, including those of supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall post notices of same, including e-mail to all staff at school, within three (3) calendar weeks after knowledge of such vacancy, but at least one (1) week prior to filling same and shall notify the Association. All notices shall be posted with accompanying job descriptions. Vacancies shall be filled by the most senior applicant who is certified and qualified as defined in Article XVIII, Section G of this Agreement.
- C. Involuntary transfer of a teacher will be made when necessary to prevent undue disruption of the instructional program. Except in cases of emergency, the superintendent or his/her designee shall notify the affected teacher and the Association of the reasons for such transfer at least thirty (30) days in advance. If the teacher objects to the transfer for the reasons given, the objection may be resolved through the grievance procedure.
- D. Any teacher transferred to an administrative or supervisory position who shall later return to teacher status shall be entitled to retain all such rights as he may have had under this Agreement prior to such transfer(s).
- E. Any teacher transferring into the Peck Community Schools from another district shall be given years of service as deemed appropriate on the salary schedule for previous fully certified (provisional or permanent) teaching experience. However the number of years is not to exceed the 7<sup>th</sup> step.

## **ARTICLE VIII**

### **Professional Study Committee**

There is hereby established a permanent "Professional Study Committee" composed of members from the Board of Education, Administration, Certified and Non-Certified Staff. The Professional Study Committee shall meet various times throughout the year to discuss and study subjects mutually agreed upon relating to the school.

Subject of study by the committee shall include but not be limited to:

1. Discipline Policy
2. Evaluation of Teachers
3. Curriculum Development
4. Instructional Materials

The Board agrees to consider and respond to the recommendations made by the Professional Study Committee.

The Professional Study Committee shall additionally be responsible for the annual development of a teacher in-service program. The committee shall recommend an in-service program for implementation during the succeeding semester by the end of each semester. In the event the Committee fails to recommend an in-service program prior to the end of each semester, the Board or the Administration may develop and implement the in-service program for the succeeding semester. A written report shall be made to the Board after each meeting relating the issues discussed and their recommended resolution, if any.

## **ARTICLE IX**

### **Evaluation**

- A. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced teaching personnel. Therefore to this end, the following procedure has been agreed to in an effort to accomplish the goals.
- B. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be provided a year-end performance evaluation, which will consist of a least two (2) classroom observations held no less than sixty (60) days apart. The evaluation is to be based on the teacher's proficiency in each of the categories described in his/her IDP. Failure by the principal to provide such an evaluation will result in the teacher's performance being considered satisfactory for that year.

Tenure teachers shall be evaluated at least once every three (3) years in accordance with the negotiated agreement. Those teachers who receive a less than satisfactory evaluation, shall be provided an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher. A teacher may request the attendance of a PEA representative at any IDP presentation or formulation.



- C. Evaluation shall be conducted by the teacher's building principal or other full-time administrator assigned by the superintendent.

The evaluating administrator's responsibilities shall include:

1. Orienting all teachers with the evaluating procedures and instruments during the first four (4) weeks of their assignments.
  2. Discussing with and providing each teacher with copies of each item to be included in his personnel file.
  3. Providing definite, positive efforts of assistance in rectifying professional difficulties of teachers receiving substandard evaluations, by providing them with an IDP that has been developed in consultation with the individual teacher.
- D. Each observation resulting in a written evaluation shall be made in person for approximately thirty (30) minutes. All monitoring or observation of the performance of a teacher for such written evaluation shall be conducted openly and with the full knowledge of the teacher.
- E. Two copies of the evaluation shall be submitted to the teacher at the time of the post observation interview within ten (10) days of the observation, one to be signed and returned to the evaluator and the other retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file.
- F. No later than sixty (60) days before the end of each probationary year, copies of the final written evaluation report shall be furnished to the superintendent and the probationary teacher.
- G. Each teacher shall have free access to his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:
1. Required medical information.
  2. All teacher evaluation reports, for the current year.
  3. Copies of annual contracts.
  4. Teaching certificates.
  5. Letters of commendation.
  6. Transcripts of academic records.
  7. Tenure recommendation.
  8. Record of voluntary curricular and extra curricular activities.
- H. Teachers volunteering as mentors shall be assigned to every probationary teacher upon entrance into the system. The teaching mentor, in so far as possible, shall be a tenure teacher and shall be engaged in teaching within the

same grade, building, or discipline as the probationary teacher. Mentors will be compensated with a \$150.00 stipend.

- I. Teachers volunteering as mentors shall be assigned through a cooperative effort by the president of the Association and the building principal.
- J. Complaints of a parent toward a teacher shall be called to the attention of that teacher. The teacher shall be informed of any response to such complaint.
- K. With the exception of provision for frequency of evaluation, all provisions for evaluation and related actions covered in this Agreement shall apply with equal force for tenured teachers.

## **ARTICLE X**

### **Professional Improvement**

The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

At the request of the Association, or on the Board's initiative, arrangements shall be made for after school sources, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain resource people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so. A teacher who attends workshops/conferences for training outside the regular day, required or highly recommended, by the district will be reimbursed at the substitute teacher rate.

## **ARTICLE XI**

### **Academic Freedom**

Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning.

## **ARTICLE XII**

### **Deductions for Professional Dues - Agency Shop Clause**

- A. Any teacher, who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, the NEA and MEA. Such authorization shall continue in effect unless revoked in writing by the teacher. Pursuant to such authorization, the Board shall deduct one tenth (1/10th) of such

dues from the second through the eleventh regular salary checks of each teacher. Deductions for teachers employed after commencement of the school year shall be paid in the same manner.

- B. Any teacher who is not a member in good standing of the Association or who does not make application for membership within thirty (30) days from the date of commencement of his teaching duties shall, as a condition of his employment, pay as a service fee to the Association an amount equal to the membership dues of the local Association, the MEA and the NEA. It is also provided that the teacher may authorize the payroll deduction for such fee in the same manner as provided those persons who join the Association.
- C. In the event that a teacher shall not pay such fee or authorize payment through payroll deduction, the Association shall inform said teacher, by certified mail, of his/her non-compliance with the Master Agreement. Should said teacher not comply within thirty (30) days of the receipt of said notice, the Association shall so inform the Board who shall take action within sixty (60) days thereafter terminating the employment of said teacher. The parties expressly recognize that the failure of any teacher to comply with the provision of this article is just and reasonable cause for discharge from employment.
- D. With respect to monies deducted by the Board pursuant to paragraphs A-C above, whether for membership dues or equivalent service fee, the Board agrees promptly to remit to the Association those dues collected, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished. The Association agrees to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article and not otherwise available to the Board.
- E. Upon appropriate written authorization from the teacher the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and Board.
- F. The Association agrees to indemnify and hold harmless the Board of Education, including each individual member and all authorized agents thereof, from any and all claims, demands, costs, suits or any other form of liability that may arise out of or by reason of this article or either party's implementation or attempted implementation hereof, provided that should an action arise regarding the implementation of this section, the Association will be promptly notified and have the right to select representation of its choice in defense or such action.

**ARTICLE XIII****Continuity of Operations**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in any strike as defined by Section I of the Public Employment Relations Act.
- B. The Board also agrees that it will not knowingly, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Agreement shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by a health hazard or an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.
- D. Each year of the contract shall have the number of days and/or hours as required by the Department of Education and the State of Michigan. By Board resolution, days will not be increased as long as the hour requirement is accomplished and the Association and School Board meet all the State attendance requirements.
- E. Days canceled due to conditions not within the control of the school district which are required by law and State Board of Education rules to be made up in order to receive full State Aid shall be rescheduled as outlined in F below, with no additional salary paid to the teachers. Any canceled days not required to be rescheduled shall not result in any loss of salary or benefits to the teachers and the teachers shall not be required to report for work on those days. The Association agrees for the duration of this Agreement to provide the District with hours and/or days of student instruction following the state department regulations regarding makeup of days. Any days canceled necessary to meet this requirement shall be rescheduled as outlined in F below.
- F. All days canceled due to conditions not within the control of the school district shall be rescheduled at the end of the school year.

**ARTICLE XIV****Leave Time**

- A. Leave time will be granted at the rate of ten (10) days per school year to all probationary teachers. Beginning with tenure, a rate of twelve (12) days per school year will be granted. Unused time may be accumulated to one hundred (100) days. Leave time will be credited in advance to the teachers each school year.

Those teachers who have accumulated one hundred (100) days at the start of the school year shall receive \$50 per day for every day not used during that year in excess of one hundred (100) days, in a cash payment during June of that year. Severance pay equal to \$50 per day of unused sick leave in excess of fifty (50) days shall be paid upon resignation from the District after ten (10) years of service for the Peck Community Schools. In the event of death the amount will be paid to the estate.

- B. Upon recommendation of the superintendent the Board may, at the Board's expense, require a teacher to undergo a physical or mental examination by an appropriate specialist to determine whether involuntary leave is warranted. Any teacher required to undergo such an examination shall be entitled to an additional examination at Board expense by a specialist chosen by the teacher. The results of any such examinations shall remain confidential except to the extent necessary for the Board to take public action thereon. Any teacher placed on involuntary leave may use any accumulated sick leave.
- C. The Board shall furnish each teacher and the Association with a written statement at the beginning of each semester setting forth total leave time credit.
- D. Any of the following will be charged to leave time:

The Peck Board of Education agrees to all provisions as listed below:

1. Personal illness or disability - A teacher may use all or any portion of his/her leave to recover from his/her own illness or disability which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery period.

Note: Disabilities caused or contributed to by pregnancy, miscarriage, childbirth or recovery therefrom shall be treated on the same terms and conditions as are applied to other temporary disabilities, including but not limited to those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.

Teachers using leave time for personal illness or disability shall give the administration as much notice as is reasonably possible.

After five consecutive absences due to personal illness or disability the Board may request a doctor's verification of any teacher's illness or disability.

2. Routine medical attention - Where dental and medical attention cannot be scheduled outside school time, necessary time off will be granted.
3. Critical illness in family - Critical illness in the immediate family which required the presence of the teacher taking leave time. A teacher's immediate family shall include the teacher's spouse, children, parents,

mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, siblings, grandparents, grandchildren, nieces and nephews.

4. Funerals - A maximum of three (3) days which shall not be charged against an employee's sick leave shall be granted for funerals for members of the immediate family as defined in paragraph 3 above. Upon notification to the building administrator an additional two (2) days of bereavement leave may be taken at the discretion of the teacher and shall be deducted from sick leave.
5. Personal Business - Two (2) days of leave time may be used for personal business that cannot be handled outside of the normal school day, on the weekend or during vacation periods. Personal business days are not to be used as recreation or vacation days. At the discretion of the administration an additional two (2) days may be allowed for such purposes.

Any teacher using leave time for personal business shall notify his or her building principal at least one (1) day in advance, except in cases of emergency.

Business leaves shall not be granted for the first or the last day of the school year nor on the first working day preceding or following a vacation or holiday period.

#### E. Unpaid leaves of absence

1. The Board may grant the following unpaid leaves upon request:
  - a. Military leave for time served in the U.S. armed forces.
  - b. Overseas teaching for up to one (1) year.
  - c. Peace Corps for up to two (2) years.
  - d. Sabbatical leave for up to one (1) year.

Written requests need to be made to the Board of Education a minimum of 60 days in advance of said leave, and/or extension of an existing leave. This request is only for those leaves listed under E. 1. b., c., & d. above.

The Board may at its option grant extensions of said leaves upon request of the teacher.

2. An employee taking any of the unpaid leaves listed above shall receive increments on the pay scale as though the employee had remained on active duty, except that any teacher taking a sabbatical leave must receive at least twenty (20) semester hours academic credit in order to receive such credit. Increments shall not be granted for extensions of said leaves over that period of time specified in 1 a through d above.

3. Following the birth of an employee's child, or following the adoption of a child:
  - a. An employee, upon written request of the Superintendent, shall be granted a child care leave for the balance of semester plus up to one additional semester.
  - b. Upon written request, the Board may grant up to a two (2) year extension of any child care leave.
  - c. A teacher returning after a child care leave or a one (1) year extension of such leave, shall return to his/her former position in the district, provided that teachers returning from a leave of greater duration shall be returned to the first positions for which they are qualified and certified.
  - d. No incremental credit on the pay scale shall be granted to an employee for time spent on child care leave.
  
- F. Absence due to injury or illness incurred while a teacher is supervising students or performing a professional, work related activity shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher from his/her accumulated sick leave, the difference between his/her salary and benefits received under the Michigan Workmen's Compensation Act for the duration of such illness but in no event beyond the date that said accumulated sick leave has been exhausted.

It is further agreed, for purposes of Section 354 of the Worker's Disability Compensation Act, that the exchange of a sick day (or part thereof) in return for the payment of a salary differential by the school district, constitutes a direct contribution to this plan by the teacher which precludes differential salary payment pursuant to Section 354 (b) of the Worker's Disability Compensation Act, MCLA 418.354.

Should said contribution by an employee be held by any court or administrative agency of competent jurisdiction to be an "offset" against benefits to be received by said employee under the Act, the Board shall not be required to pay the additional wage amounts charged to employee accumulated sick leave as provided for above.

- G. A maximum of four (4) days leave for business pertaining to the professional association that cannot be handled at any other time is allowed and not charged. These days are to be designated by the president of the Association. No more than two (2) teachers shall take such leave at one time. The administration shall be given a written notice at least 48 hours in advance of such leave.
  
- H. Any teacher who is required to serve on a jury or subpoenaed to testify during school hours in any judicial or administrative matter, arbitration or fact finding shall be paid his/her full salary or other benefits. Any remuneration's received by

a teacher over and above his expenses for transportation, meals and other incidentals shall be forwarded to the Board.

- I. Sick leave days may be given to another unit member for the purpose of providing emergency additional sick days, subject to the following conditions:
  - a. Granted sick days will be for reasons other than normal illnesses as determined by the Association and the Administration. The giving of sick days is strictly voluntary.
  - b. Unit members with less than forty-five (45) sick days may not contribute.
  - c. An employee may use the sick bank one time over a three (3) year period. Deviations to this guidelines will be made by the Board of Education.
  - d. The giving of sick days shall be administered by a committee of three (3) unit members appointed by the Association and the Administration.
  - e. No more than sixty (60) sick days may be given to anyone. The intent of this policy is to help an employee during their greatest need, but not to give more days than is necessary for the emergency. Sick leave days will be given in five (5) day increments and used in five day increments, distributed equally from donators.

The payment of insurance premiums will cease one hundred twenty (120) days after the teacher has exhausted his/her personal sick days and the teacher continues to be off due to illness or disability. The unit member may, subject to the terms of the carrier, continue insurance at the unit member's own expense through the superintendent's office.

## **ARTICLE XV**

### **Teacher Grievance Procedure**

- A. Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a written grievance with the Board's designated representative. The Board hereby designates as its representative for such purposes, the principal of each school.
- B. An informal attempt to solve any possible grievance by the grieved party and the principal must be made prior to filing of any formal grievance procedure.
- C. Any grievance not filed within twenty (20) working days after the aggrieved party knows or should have known of any alleged contract violation shall be deemed waived.



- D. Within five (5) working days after receipt of any written grievance, the building principal or Board representative shall meet with the aggrieved party in an effort to resolve such grievance. Within five (5) working days after meeting with the aggrieved party, the building principal or Board representative shall indicate his disposition of the grievance in writing to the aggrieved party. If no such action is taken within such time period, the grievance shall be deemed denied.
- E. If the aggrieved party is dissatisfied with the disposition of the grievance by the building principal or Board representative, the grievance shall be appealed to the superintendent of schools, in writing, within five (5) working days after receipt of the response of the building principal or Board representative or after the failure or such individual to respond within the allotted time, whichever is earlier. The superintendent of schools shall respond to the grievance, in writing, within five (5) working days of receipt of the grievance by him. Failure of the superintendent to so respond shall result in automatic denial of the grievance.
- F. If the aggrieved party remains dissatisfied with the disposition of the grievance by the superintendent, the grievance shall be appealed to the Board of Education, by filing a written appeal in the superintendent's office within five (5) working days of receipt of the superintendent's response or within five (5) days of the expiration of the time period for the superintendent's response, whichever is earlier. Any grievance so appealed to the Board of Education shall be placed on the agenda of the next regular Board meeting. The Board will act upon any such grievance within thirty-two (32) days of such regular Board meeting.
- G. If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made by the Board within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association, which rules shall govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid by the party in error. The Association must file for arbitration within a ninety (90) day time frame after the completion of "F" above.
- H. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- I. Should any employee appeal to the Michigan Teacher Tenure Commission any matter regarding his/her termination of services or the Board's failure to reemploy him/her, further resort to proceeding on those matters under this Article shall terminate immediately.
- J. It shall be the general practice of all parties concerned to process the grievance procedures during times which do not interfere with assigned duties provided, however, in the event it is agreed by the Board to hold proceedings during the regular working hours, a teacher participating at any level of the grievance procedure, with a representative of the Board, shall be released from assigned duties without loss of pay.

- K. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss such grievance informally with any appropriate member of the administration or from having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

## **ARTICLE XVI**

### **Board Grievance Procedures**

Recognizing the Association as a professional organization and further recognizing the desire of the Association to maintain high standards of professionalism, the Board agrees to notify the Association when violations of this Contract or other unprofessional actions are made by teachers, as deemed by the Board or its representatives with the hope that corrections can be undertaken by the Association prior to any action which may be necessitated by such actions on the part of the teacher by the Board or its duly authorized representatives.

Such notice of violation or unprofessional conduct always shall be in writing allowing Association action and/or reply.

## **ARTICLE XVII**

### **Miscellaneous Provisions**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any and all individual contracts between the Board and teachers shall be subject to and consistent with this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its period in force, shall be controlling.
- C. This Agreement shall supersede any rules, practices, or regulations of the Board which shall be contrary to its terms. The provisions of this Agreement shall be considered void, but all other provisions shall continue in full force and effect.

## **ARTICLE XVIII**

### **Layoff and Recall**

- A. It is within the sole discretion of the Board to reduce the number of teachers at such time as the Board may deem appropriate. In the event it becomes necessary to reduce the number of teachers, the following procedure shall be followed:

1. The Board, through its agents, shall determine the curriculum and the positions to be eliminated, reduced and continued.
  2. Teachers shall be laid off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed if the more senior teacher is not certified and qualified to be employed in the specific position to which the Board determines the teacher with less seniority should be assigned. Provided further, that this procedure shall be subject to the Michigan Teachers Tenure Act.
  3. The Board shall take formal action in order to effectuate the layoff of any teacher.
  4. The Board may grant all leaves of absences prior to layoffs. Any teacher who takes a one year voluntary leave to assist the Board in avoiding staff reduction shall be guaranteed their original or similar position upon their return. Incremental credit on the pay scale shall be granted an employee for time spent on this leave of absence. Seniority will continue during the voluntary leave of absence.
- B. "Seniority" shall be defined as the length of continuous service with the school district since the last date of hire. Periods of time spent on leaves of absences shall not constitute breaks in continuous service and seniority shall accrue during such periods. For the purposes of this Article only, less than full time service shall be counted as if such service were full time. In the event of ties in seniority, all teachers affected will participate in a formal drawing to determine placement on the seniority list. The Association and bargaining unit members affected will be notified in writing of the date, time and place of such drawing. Such drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
- C. The Board or its agents shall prepare and present to the Association a current seniority list by December 1 of each year. The Association shall have thirty (30) days from receipt of the list to raise any objections concerning the list. Any such objection must be made in writing. Failure to so object shall be construed as agreement that the list is accurate.
- D. The certification and qualifications of any teacher to be laid off shall be determined from information on file with the Board of Education at the time notice of layoff is sent. The certification and qualifications of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notification of recall from layoff is sent. Each teacher is responsible for filing his/her own current certification and qualifications with the Board and for keeping such records current at all times.
- E. Teachers on layoff shall be recalled in order of greatest seniority provided the more senior teachers are certified and qualified for the vacancy or vacancies to be filled.

- F. Notice of recall shall be sent by certified or registered mail to the last known address of each teacher to be recalled. Each teacher bears the responsibility to keep the Board informed of his/her current address. The failure of any laid off teacher to respond to a notice of recall sent to his/her most recent address on file with the Board within eight (8) days after receipt by the District of verification of delivery or attempt to deliver such notice shall be cause for termination.
- G. For purposes of this Article, the term "Highly Qualified" shall be defined by the Department of Education.
1. For any position funded through any federal or state program, possessing qualifications sufficient to guarantee continued state or federal funding for the position.
  2. No teacher shall be deemed qualified for any position for which he or she cannot meet the Certification and Department of Education standards established by the State of Michigan.
  3. As between any two employees whose qualifications as set forth herein are otherwise equal, that teacher with more teaching experience shall be deemed qualified for a given position. For K-6, teaching experience shall be defined as the total experience in all K-6 positions. In 7-12, teaching experience shall be defined as total experience in the subject area in question.

## **ARTICLE XIX**

### **Annexation and Consolidation of Districts**

- A. Scope: This Article applies to school district consolidations, annexations, dissolutions, property transfers, and to consortia in which the employer may become involved. Unless otherwise indicated, all of these will be referred to as "reorganizations."
- B. Notice: The employer shall notify the association immediately whenever a district reorganization is contemplated, proposed, or under discussion with any other school district.
- C. Recognition: In the event this District becomes involved in a reorganization with one or more districts or other entities, in whole or in part, the employer will use every effort possible to assure the continued recognition of the Association (or one of its MEA affiliates) as the exclusive collective bargaining agent for the bargaining unit employees involved.

**ARTICLE XX**

**Duration of Agreement**

This Agreement shall cover the period from August 31, 2010 to August 31, 2013.

**BOARD OF EDUCATION**

By Judith L. Ferguson President  
By Sheryl Cobb Vice-President  
By Cheryl DeBorja Secretary  
By Jerry L. Cook Treasurer  
By Tom Pentzer Trustee  
By Robyn Taylor Trustee  
By Alan Bell Trustee

**PECK EDUCATION ASSOCIATION/MEA/NEA**

By Kate Gordon President  
By \_\_\_\_\_ Chief Negotiator

Ratified by Peck Community School Board of Education:  
at a Regular meeting

Ratified by Peck Education Association:

### Added Language for Virtual School Facilitator

The District and Association agree that providing online instruction to students offers an additional and helpful method of delivering services to students under specific circumstances. For the purpose of credit recovery, remediation, flexible scheduling, and additional course offerings, the District and Association agree to establish a position, that of Electronic Learning Facilitator. Each Electronic Learning Facilitator may serve up to a determined number of students each hour during the school year. Each student may take one or two courses online per year with the exception of students not currently enrolled in the Peck Community Schools with the proper waiver from the state. The District may hire one or two full time positions to fill the role of Electronic Learning Facilitator. This position(s) shall be a part of the bargaining unit as described below, with the understanding that this position has both similarities to and differences from other instructional positions in the bargaining unit. The following shall establish those similarities and distinctions. The addition of this position may have a positive impact on the offering and availability of electives within student schedules.

Like other Employees in the bargaining unit, the Electronic Learning Facilitator will:

- be entitled to all benefits and responsibilities outlined in the Master Agreement, except those delineated as exceptions below or unforeseen by the parties in developing this position.
- All articles of the PEA contract apply unless otherwise stated. Hours-seven hours per day to include one 15 minute break in the morning, one fifteen minute break in the afternoon and a thirty minute duty free lunch, # of hours specified in teacher agreement
- An evaluation specific to the duties of the Electronic Learning Facilitator will be developed collaboratively between the Association and District.

**APPENDIX A: Salary Schedule****2010-2011 0% Increase**

STEP	BA	BA+20	MA	MA+15	MA+30
1	34181	35469	37950	40067	41269
2	35554	36840	39420	41539	42786
3	36932	38216	40894	43008	44298
4	38305	39585	42358	44474	45809
5	40834	42155	45106	47280	48698
6	43942	45286	48456	50632	52150
7	45379	46696	49968	52142	53707
8	46790	48109	51480	53656	55267
9	49594	50953	54521	56763	58466
10	51043	52409	56079	58319	60068
11	52505	53862	57631	59874	61670
12	53961	55317	59190	61427	63270

Longevity (% of BA Rail)

13-16 @ 7.5% = \$2,564

17-20 @ 9% = \$3,076

21+ @ 10.5% = \$3,589

**2011 and 2012****To be Negotiated****2012 and 2013****To be Negotiated**

Should the number of days need to be increased above 185, teachers will be compensated by adding 0.5% to the percentage of that particular year's increase. Hours used for the Masters degree cannot be used for the MA+15 or MA+30. Graduate credit must be obtained from an accredited university.

**EXTRA DUTIES**

## Additional Compensation for Extra Duties

## Class Advisors - Maximum of Two:

Senior Class	1.5%
Junior Class	1.75%
Sophomore Class	0.75%
Freshman Class	0.75%
7th and 8th Grade	0.5%

Bus Chaperones \$20.00 per year of contract

National Honor Society (1 person) \$550.00

Academic Games 1%

Quiz Bowl 2%

Jr/Sr High School Play 4%

Yearbook Sponsor 6%

Band Director 7.5% includes Pep Band

Elementary Christmas Program 1%

Student Council (1 person) \$650.00

Lunch Duty \$15 per time for each year of contract

Job Descriptions will be established for each activity above on a yearly basis.

**Athletics**

Football:	Varsity - Head Coach	11.0%
	Assistant Coach	7.0%
	Junior Varsity	6.0%
	Junior High Coach	4.0%
Basketball:	Boys and Girls Varsity Coach (1 each)	11.0%
	Boys and Girls Jr Varsity Coach (1 each)	7.0%
	Boys and Girls Junior High Coach (1 each)	4.0%
	5 <sup>th</sup> & 6 <sup>th</sup> Grade Basketball Coach (1 each)	1.0%
Track:	Boys and Girls Varsity (1 each)	8.0%
	Boys and Girls Junior High Coach	4.0%
Baseball:	Varsity Coach	8.0%
	Junior Varsity Coach	5.0%
Softball:	Varsity Coach	8.0%
	Junior Varsity Coach	5.0%
Volleyball	Varsity	8.0%
	Junior Varsity	5.0%
	Junior High Coach	4.0%



Golf	5.0%
Cheerleading Coach: Football	4.0%
Basketball	5.0%
Junior High BB	3.5%

1. All non-athletic percentages will be calculated per year on the BA 1<sup>st</sup> step rail. Athletics and school play will be based on BA rail for years of experience in the activity at Peck.
2. At the Board's discretion, up to 5 years of experience on the extra duty schedule may be granted for experience outside of the District.
3. The number of students out for a particular sport will determine if additional teams or coaches are necessary. The athletic director will make an initial determination and if needed, present her/his findings to the athletic council. The council will in turn present their recommendation to the entire school board for their approval or denial.

**FRINGE BENEFITS**

Health Insurance

- 1. All certified staff shall be insured with **MESSA Choices/Super Care or a negotiated health care plan** MESSA Choices/Super Care at the present cost (2006-2007) of MESSA Choices, employee pays all cost increase for the duration of the contract.

	<u>Present</u>
	<u>Cost of MESSA Choices</u>
Full Family	\$1,316.59/month
2 Person	\$1,184.89/month
Single	\$ 528.47/month

- 2. Each employee shall be eligible for either one person, two person, or full family health insurance coverage, depending upon whether the employee is single, married, or married with children, respectively. If an employee's spouse is eligible for health insurance provided by another employer or organization, such spouse shall be covered by such other health insurance. Any member not needing health insurance shall receive \$300.00 per month for 2010-2011. Any member selecting this option shall also be provided an additional \$5,000.00 term life insurance with A.D. & D. and W.O.P.

Term Life Insurance

Each bargaining member shall be granted \$60,000.00 term life insurance with A.D. & D. and W.O.P.

LTD

The Board of Education shall provide each bargaining unit member with a MESSA or a negotiated Long Term Disability Plan which will involve a monthly benefit plan of 66 2/3% of monthly earnings to a maximum of \$5,000.00 and an elimination period of 90 calendar days.

Vision

Each bargaining unit member shall be granted MESSA VSP III or a negotiated Vision insurance.

Dental Insurance

The Board of Education shall provide thirty-four thousand, four hundred ninety-ninety dollars (\$34,499.00) per year for 2010-2013, towards dental pool, which shall be distributed by the following guidelines:

**Guidelines:**

1. Coverage is provided for the teacher and his/her immediate family who qualifies as an IRS dependent.
2. If dental coverage is available through a spouse, the dental pool will consider only the amount not covered by the other insurance.
4. All types of dental work are covered.
5. The coverage period extends from June 1<sup>st</sup> through May 31<sup>st</sup>.
6. The pool will be divided equally by the number of staff, that will be the allowed benefit for the year. New employees may have their benefit pro-rated depending on their hire date.
7. No carryover from year-to-year of unused balance.

**Procedure:**

1. Paid bills must be submitted to the Superintendent's office with a Dental Benefit Form. All bills/statements from the dentist must show the following:
  - a. Date of service
  - b. Payment received
  - c. Services performed
  - d. Patient's name
2. Payment to the employee shall be made **every other month** August, October, December, February, April, June after the board meeting of each month
3. The bills should be submitted in a timely fashion. All bills to be considered must be submitted before June 1<sup>st</sup> of the current contract year.
4. In June of each year, if there is any amount of the dental pool not used, the balances of the dental bills that were not paid during the year will be considered. Bills will be paid in the following order: the smallest bill or portion thereof will be paid. All submitted bills will have that amount applied toward them. Then, the next smallest or portion thereof will be paid and that same amount applied to all other bills. This procedure will continue until all or a portion of all bills are paid and the money expended.