

**AGREEMENT
BETWEEN
PARCHMENT SCHOOL DISTRICT
AND
KALAMAZOO COUNTY EDUCATION ASSOCIATION
JULY 1, 2012 - JUNE 30, 2013**



TABLE OF CONTENTS/INDEX

Headings in the first column which are in all capital letters represent main article headings. All others are Article Subsections.

	<u>Article</u>	<u>Page</u>
Absences	11	13 - 15
AGREEMENT		1
Assault	13B	15
ASSOCIATION	2A, 4	2, 3, 4
Association Days	4E	4
Business Leave	11C2	13, 14
Calendar	7F, 7H, Appendix A	7, 30
Child Care Leave	11E	14, 15
Class Size	9B	8 - 9
Complaints	1B, 13C, 13D	1, 15, 16
Consortia	16E	19
Contracts	4C	3
Coursework Reimbursement	17J	21
Critical Need	10H	12
CURRICULUM	15	18
Dental Insurance	18	21, 22
Discharge	1D	1, 2
Discipline (Student)	13A, 13C	15
Dues	1C, 1D	1
Duplication of Agreement	16A	18
DURATION OF AGREEMENT	21	23
Emergency Manager	20	23
Experience Credit	17E	19
Extra Duty Agreements	17A, Schedule B	19, 25-27
Family and Medical Leave Act (FMLA)	11A, 11E	13, 14, 15
Funeral Leave	11B, 11C1	13
GRIEVANCE PROCEDURE	14	16 - 18
Increments	17I	20
INSURANCE	18	21 - 22
Jury Duty	11C3	13
Just Cause	17F	19
Kindergarten Enrollment	7J	7

	<u>Article</u>	<u>Page</u>
Layoff	8B	8
LEAVE PAY	10	11 - 12
LEAVES OF ABSENCE	11	13 - 15
Long Term Disability	18	21 - 22
Lunch Periods	7D	7
MA + 30 Advancement	17I	20
Medical Insurance	18	21 - 22
Medical, Psychological or Psychiatric Exams	16C	18
Mentor to teachers	9C	9
MISCELLANEOUS PROVISIONS	16	18, 19
NEGOTIATING PROCEDURES	1B, 2A, 6	1, 2, 5, 6
Overnight Trips	17K	20
Parking Facilities	9H	10
Payroll Deductions	1D	1, 2
Personal Business Leave	11C2	13
Personnel File	16D	18
Planning Time	6E	7
PROFESSIONAL COMPENSATION	17	19 - 21
PROTECTION OF TEACHERS	13	15 - 16
Pupil/Teacher Average	9B	8 - 9
RECOGNITION	1	1, 2
Resignations	4D	3
Retirement	10B, 17G4, 17M	11, 12, 20
RIGHTS OF BOARD	3	3
RIGHTS OF TEACHERS	1G, 2, 5C3	2, 3, 5
Salary Accruals	17D	19
Schedule A		245
Schedule B		25 - 27
School Visitation Leave	11C5	14
SENIORITY	8	8
Severance	10C, 10D	11
Sick Leave	10A, 10E	11, 12
Sick Leave Bank	10F, 10G	12
SITE BASED MANAGEMENT	5	4, 5
Snow Days	9I	10
Staff Rooms	9F	10
Storage Space	9K	10
Strikes	4B	3
Student Teachers	9J, 17G1	10, 20
SUBSTANCE ABUSE	19	23
Substitutes for Aides	9B1e	9
Substitute Teachers	9J, 17G	10, 20
Substitutes for Administrators	9L	10
Supplies and Equipment	9D	10

	<u>Article</u>	<u>Page</u>
T.B. Tests	16C	18
Teacher Contracts	4C	3
Transfers	9A	8
TEACHING CONDITIONS	9	8 - 10
TEACHING HOURS	7	6 - 7
Telephone Facilities	9G	10
Transfer of Coaches	17H	20
Transfer of Teachers	9A	8
Tuition Reimbursement	17J	20
Unemployment	17M, 17N	20, 21
Unpaid Leaves of Absence	11A, 11D, 11E	13 - 15
Use of Buildings	2E	2
Vision Insurance	18	21, 22
Volunteers	13F	16
Waivers	5B, 5D	4, 5
Work Days	16F	19
Workers' Compensation	10E	11, 12

AGREEMENT

THIS AGREEMENT entered into by and between the PARCHMENT SCHOOL DISTRICT, Kalamazoo County, Michigan, hereinafter called the "Board," and the KALAMAZOO COUNTY EDUCATION ASSOCIATION, hereinafter called the "Association," an affiliate of the MEA. The signatories shall be the sole parties of this Agreement.

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Parchment School District is their mutual aim and that the character of such education depends significantly upon the quality and morale of the teaching service.

In consideration of the following mutual covenants and agreements herein contained, it is agreed:

ARTICLE 1 - RECOGNITION

Section A: The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 336 of the Public Acts of 1947, as amended, for all full-time and regularly scheduled part-time certified professional teaching personnel, excluding Alternative Education and Adult Education teachers assigned to the Barclay Education Center who have not previously been assigned to teach in the regular education program in the Parchment School District, and also excluding substitute teachers and student teachers on tenure or probation, together with the school social workers and school guidance counselors (if employed by the School District, before November 1, 2008), temporary teaching employees under contract, but excluding supervisory and executive personnel, per diem substitutes, teacher aides, and any other person engaged at least 50% of the time in direct administration and supervision of professional personnel and employees of any other employer. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined.

Section 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 complaint, and having the complaint adjusted without intervention of the Association, not inconsistent with the terms of this Agreement. The teacher may, however, at any time, request the assistance of the Association.

Section C: Teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Association and the Michigan Education Association) upon such conditions as the Association shall establish these dues and assessments to be determined no later than September 30 of the current school year. Such sums shall be deducted from the regular salaries of all such teachers.

Section D: Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the commencement of teaching duties, shall as a condition of employment, pay a service fee to the Association, pursuant to the Association's

"Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy provided, however, that the teacher may authorize payroll deductions for such fees in the same manner as provided in Section C.

Section E: The Board will make applicants for teaching positions in Parchment aware of this provision prior to hiring new teachers.

Section F: The Association agrees to indemnify and save the Board harmless from and against any and all claims, suits, costs of defense and/or any other form of liability that may arise out of or by reason of action taken by the Board in reliance upon or compliance with the terms and provisions of Section D of this Article.

Section G: Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 2 - RIGHTS OF TEACHERS

Section A: Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every employee of the Board in the appropriate unit shall have the right freely to organize, join, and/or support the Association for the purpose of engaging in collective bargaining and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board agrees that it will not directly or indirectly deprive, coerce or discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any Association activities (which do not interfere with any educational program) or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment.

Section B: Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for discrimination.

Section C: The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability or marital status or any other protected group as defined by the Elliot-Larson Civil Rights Act.

Section D: The Board and the Association recognize the right of either party appropriately to invoke the assistance of the State Labor Mediation Board.

Section E: The Association and its members shall have the right to use school building facilities at all reasonable (not interfering with any educational programs) hours for meetings. Staff room bulletin boards and other established media of communication shall be made available to the Association and its members.

Section F: The Board agrees to furnish to the Association in response to reasonable requests from time to time such information as may be available concerning the financial resources of the District, tentative budgetary requirements, allocations, agendas and such other information as will assist the Association to bargain collectively. The Board agrees to furnish such other information as will assist the Association in developing intelligent, accurate, informed and constructive educational programs on behalf of the teachers and their students.

ARTICLE 3 - RIGHTS OF BOARD

Section A: The Board recognizes the importance of the teacher and committee opinions and recommendations in the effective operation of the educational processes.

Section B: The Association recognizes certain rights and responsibilities of the Board among which are the following: to operate its schools, to maintain order and efficiency; to hire; to direct the teaching force; to determine the number of teachers; to discipline, suspend, demote and discharge; to require teachers to observe rules and regulations; to determine the number and location of schools; to approve the curriculum to be taught within the school system including interactive telecommunications instruction and experimental or pilot programs; to use volunteers and to exercise all powers and authorities granted to schools by the Constitution or laws of this State.

ARTICLE 4 - ASSOCIATION

Section A: The Association recognizes the responsibility and right of the Administrative staff to evaluate teachers. The Association also recognizes the responsibility and right of Administrative staff to visit classrooms for purposes of evaluation and promoting the educational program.

Section B: The Association agrees that it will not directly or indirectly engage in or assist in any strike affecting the Parchment School District, as said term is defined by the Public Employees Relations Act.

Section C: The Association agrees that after the master contract has been executed by the Board and the Association covering the contract year it will cause to be delivered to the Board within ten (10) days from the date of tender [which shall be within twenty (20) days after signing of the master contract, or in case of multi-year contract, fifteen (15) work days prior to the first scheduled teacher work day] the individual signed teacher's contracts provided that by mutual agreement between the teacher and the Board a teacher may be given additional time, in special cases, to sign his/her contract on condition that the Board may at once start looking for a replacement.

Section D: A teacher who intends to resign is expected to file a written notice of resignation with the School District at least sixty (60) days prior to September 1.

Section E: At the beginning of every school year, the Association shall be credited with seventeen (17) days to be used by teachers who are officers or agents of the Association; provided, however, that the Association shall reimburse the Board for substitutes, if needed, at the current substitute rate for days used over eight (8). In addition, the Association President shall receive twelve (12) days to conduct Association business; provided, however, that the Association shall reimburse the Board for substitutes, if needed, at the current substitute rate for days used over two (2). The Association President agrees to notify the Board in writing no less than seventy-two (72) hours in advance of taking such leave identifying the individual to be on leave.

Section F: If the Superintendent chooses to meet with the PEA president for purposes of contract administration or employee relationships, released time will be provided.

Section G: The Association agrees that it will encourage teachers to fulfill the provisions of this Contract.

ARTICLE 5 - SITE BASED MANAGEMENT

Section A: Site Based Management is defined as a decentralization of the decision-making process to allow the individuals closest to the decision's effect(s) to be directly involved in identifying, planning, implementing, evaluating and continually modifying those decisions.

Section B: The following roles are established for the various groups involved in the process:

1. The Board of Education, or its designee, and the Association, which selects and/or replaces their respective members, will facilitate and support the process by reviewing decisions and requests for waivers and by providing input and/or consideration for approval of requests to waive contractual/Board policy language which limits a group's opportunity to explore new procedures, techniques or practices which are intended and designed to improve the efficiency and effectiveness of services.
2. The District Coordinating Council will facilitate and support the process by reviewing decisions and requests for waivers and by providing feedback to the building Site Based Management team on non-contractual/non-Board policy plans as well as contractual/Board policy related waiver requests.

Section C: The following contractual prerequisites, considerations and constraints shall be observed whenever and wherever the process of Site Based Management is implemented:

1. There will be no violations of contractual/Board policy provisions without appropriate waivers.
2. Participation in Site Based Management will be voluntary. Time or compensation for committee work may be provided.

3. An individual's contractual rights cannot be usurped or waived without his/her approval.
4. Provisions may be made for training staff members in such areas as communications skills, consensus building, conflict resolution, collaborative decision making, etc.

Section D: Whenever a Site Based Management decision conflicts with a contractual or Board policy issue, a waiver must be obtained by the following procedure. Implementation is dependent upon the approval of all involved parties:

1. The waiver request will be presented to all parties and governing boards impacted by the plan including the Association President, the District Coordinating Council Coordinator and the Superintendent.
2. Waiver requests must include supporting documents and rationale; a certification that all involved groups endorse the waiver; and a certification that a review/assessment procedure has been determined and will be implemented.
3. The governing bodies and the Superintendent will approve or deny the waiver or return the request to the petitioning group with suggestions for further review or modification.

Section E: A Site Based Management Decision shall not be binding on any other building, other teacher, or other group of teachers, nor shall such decision be construed to establish a precedent for any other decisions.

ARTICLE 6 - NEGOTIATING PROCEDURES

Section A: It is contemplated that matters of common concern not discussed prior to the execution of and not specifically covered by this Agreement shall be subject to professional negotiations between the parties from time to time during the period of this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

Section B: In the event the salary schedule is reopened for negotiation by mutual agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board except prohibited subjects of bargaining which will be covered in Board policy.

Section C: In any negotiations described in this Article, neither party shall have any control over the selection of the 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 of the majority of the Board of Education of the School, and by a majority of the membership of the bargaining unit as described in Article 1, Section A, of this Agreement, 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.

Section D: Upon ratification by both parties, the contract shall be signed by representatives of the Board of Education and by representatives of the Association and the bargaining unit as described in Article 1, Section A, of this Agreement.

ARTICLE 7 - TEACHING HOURS

Section A: Unless necessary to satisfy laws or State regulations related to hours of student instruction, the teacher's normal working day shall be seven and three-fourths (7 3/4) hours including lunch. Unless necessary to satisfy laws or State regulations related to hours of student instruction, assigned supervisory and formal instructional pupil-teacher contacts shall not exceed twenty-seven (27) hours in grades Alternative Kindergarten - 5, twenty-eight (28) hours in grades 6-8, and thirty (30) hours in high school. Unless necessary to satisfy laws or State regulations related to hours of student instruction, staff work will be limited to one (1) after-school period (one hour) per week, and up to one (1) evening per school year.

Not included in the previously mentioned one (1) evening per year are one conference session in the fall and one in the spring which shall be scheduled during an evening in each building. In exchange, teachers shall be collectively released from duty for one afternoon per evening conference session at a mutually agreed upon time. All evening conferences shall be held between the hours of 4:30 p.m. and 7:30 p.m. unless modified by the mutual agreement of building teaching staff and the building administrator.

Teachers shall not be assigned on a regular basis to supervisory duties during working hours before or after the regularly scheduled student day. Supervisory and formal instructional pupil-teacher contact shall not include set up and tear down time. The student contact time of special teachers shall not exceed the hours of student contact time of regular classroom teachers.

Section B: The Board will not require teachers to work in excess of the above hours except for those receiving compensation for extra-pay items as set forth in Schedule "B" attached hereto.

Section C: Teacher participation in co-curricular activities for which no additional compensation is paid will be voluntary, recognizing that their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, including preparation for the supervision of co-curricular student activities and functions.

Section D: All teachers shall be entitled to a duty-free uninterrupted lunch period except those who receive compensation for lunch period supervision. The teacher's lunch period shall be fifty (50) minutes in grades Alternative Kindergarten-5 and a minimum of thirty (30) minutes in grades 6-12.

Section E: Elementary teachers will be guaranteed an average of thirty (30) minutes planning time per day as they are released by special teachers, except that this planning time may be provided by adjusting scheduling at the option of the Board. Other teachers will be provided a planning period equivalent to a regular class period. For the current school term, teacher-pupil contact per day will not be increased from that of the past without consultation of the parties. Additional planning time shall be added as determined by the Board to provide a total of three hundred (300) minutes per week. Teachers who have assignments in two or more buildings will be provided travel time and preparation and clean up time prior to and after classes.

Section F: The Board shall establish the calendar and the workday for teachers as required by law to receive the maximum amount of State Aid as required by the Michigan School Code of 1976 as amended, and the State School Aid Act of 1979, as amended.

Section G: Teachers who are new hires to the Parchment School District shall report to their supervisor(s) one day prior to the first scheduled reporting day for other teachers. The use of such time shall be at the discretion of the supervisor, except that the Association may request and will be granted one hour to meet with said employee(s), such time to be mutually scheduled between the supervisor, the Association and the teacher(s). The day shall not be considered an addition to the regularly scheduled Contract days and shall be without additional pay or benefits.

Section H: It is the intent of the parties that negotiations on the school calendar be completed before May 1 of each year.

Except as required by law to receive the maximum amount of State Aid, successive calendars shall neither be increased nor decreased, in the following areas, during the life of this Agreement.

Student Instructional Days 182*
Teacher Preparation Days 4
In-Service Days 2
Total 188

Should the State mandate additional instructional days, teachers shall be compensated at their attained per diem salary for each such day.

Section I: Office support personnel shall be available to teachers in all buildings at times when students are in attendance during the regular school day.

Section J: When the District requires kindergarten teachers to report early for the purpose of kindergarten enrollment, said teachers shall receive additional pay for such duty on a per diem basis.

ARTICLE 8 - SENIORITY

Section A: Seniority shall be measured from the employee's most recent date of continuous employment in the School District. Said date shall be defined as the first scheduled work day. When two (2) or more teachers have the same seniority date, they shall be placed on the seniority list by order of lowest social security number. Seniority shall be recorded by years of continuous service rounded to three (3) decimal places, and shall accrue only to the extent the employee receives compensation. Seniority for days during which a teacher receives no compensation shall be deducted on a prorated basis. Under no circumstances shall more than one (1) year of seniority accrue during a fiscal year, nor shall extra work such as Schedule B items, kindergarten round-up, extended contracts, etc. be used in lieu of or in addition to the contract year as specified in Article 7 Section H. Seniority accrual for teachers whose contract is less than full time shall be reduced proportionately. Seniority shall not accrue during a period of layoff. Upon recall, seniority accrued prior to layoff shall be restored.

Section B: If a reduction in staff is necessary, the Board shall, prior to taking formal action notifying teachers of a layoff, meet with representatives of the Association. At the earliest opportunity, the Association, and if possible the unit members who would be affected, shall be notified of possible layoffs.

Section C: Prior to August 15 of each school year, the Board shall furnish the Association President with a list reflecting seniority status as of the immediately preceding June 30. Challenges to the seniority list must be submitted to the Board by the Association on or before Fourth Friday.

ARTICLE 9 - TEACHING CONDITIONS

Section A: Requests by a teacher for transfer to a different class, building, or position or to an extra-pay assignment shall be made in writing, on forms furnished by the Board, one (1) copy of which shall be filed with the Superintendent after consultation with the building principal. Requests by teachers for transfers shall be considered along with all candidates being considered in such selection. Transfer request forms received on or before May 1 of any school year will be considered for the subsequent school.

Section B: Class Size:

1. Elementary class size shall not exceed twenty-eight (28) pupils in kindergarten; and shall not exceed thirty one (31) students in grades 1-5. The administration will attempt to equalize kindergarten classes throughout the District. Other students may be transferred to another building to facilitate the balancing of class sizes between classes; however, such bussing of students shall not be made for the purpose of eliminating a teaching position or a class.
 - a. Whenever the class size exceeds twenty-five (25) pupils for more than ten (10) consecutive days in kindergarten, the teacher may elect to have a teacher aide for the class.

- b. Whenever the class size exceeds twenty-eight (28) pupils for more than ten (10) consecutive days in grades 1-5, the teacher may elect to have a one-half (1/2) time teacher aide.
 - c. Whenever the class size exceeds thirty (30) pupils for more than ten (10) consecutive days in grades 1-5, the teacher may elect to have a full time teacher aide.
 - d. The Administration will provide substitutes for teacher aides who are absent for more than one day.
 - e. Class size limitations and the provisions for teacher aides shall not be applicable to elementary art, music, or physical education classes (specials). No special class shall exceed maximum class size in regular education class sizes.
 - f. Other solutions mutually agreeable with the teacher shall not be considered a violation of a - e above.
2. Secondary (6-12) class size shall not exceed thirty-three (33) pupils except for traditionally larger classes (such as physical education, vocal and instrumental music), except as may be mutually agreeable with the teacher. Teachers teaching AP math, AP English, TAG, trigonometry, calculus, physics, and honors courses whose classes exceed thirty-three (33) pupils must elect to have a half-time teacher's aide or additional compensation based upon the following schedule:
- | | | |
|-----------|---|---------|
| 34 pupils | = | \$1,010 |
| 35 pupils | = | \$1,515 |
| 36 pupils | = | \$2,020 |

Additional compensation prorated based upon instructional days (Article 7H).

Section C: State law mandates that “for the first three years of employment in classroom teaching a teacher shall be assigned by the school to one or more master teachers, college professors, or retired master teachers, who shall act as a mentor to the teacher.”

1. Qualified staff will submit their intentions to become Mentor Teachers by June 1 of each school year. The list of names will be maintained until the teacher requests removal from said list.
2. Mentor and mentee communications shall be confidential.
3. Training of Mentors shall be provided by the District as necessary. State Professional Development funding may be utilized. However, no funding will be utilized by a Mentor Teacher on sabbatical leave.

4. Compensation for Mentor Teachers who are members of the bargaining unit shall be as set forth in Schedule B. Compensation for Mentor Teachers who are not members of the bargaining unit shall be as established by the Board.

Section D: The Board recognizes that appropriate supplies and equipment are the tools of the teaching profession which the Board agrees to supply within the means of the budget on the basis of staff member or committee recommendations and the requisitioning procedure administratively established.

Section E: Under no conditions shall a teacher be required to drive a school bus or work in the lunchroom as part of his/her regular assignment, except by mutual agreement.

Section F: The Board shall make available in each classroom building a staff room.

Section G: Telephone facilities shall be made available to teachers for their reasonable use. No personal toll calls shall be charged to the school number. A telephone shall be available for private teacher-parent consultation in each building.

Section H: Adequate off-street parking facilities shall be provided and properly maintained, and reserved exclusively for staff use.

Section I: Student instruction days / hours canceled due to “Acts of God” in excess of the number allowed by State Law shall be rescheduled as student instruction days / hours following the last scheduled student instructional day.

The above notwithstanding, should one or more buildings be closed due to a power outage, loss of water, etc., but classes are held in the rest of the District such that the day in question is counted as an instructional day for State Aid purposes, the teaching staff assigned to said building(s) is to report to a designated building for purposes as determined by the School Improvement Team.

Section J: A student teacher shall not be used as a substitute for an absent teacher except to teach the classes he/she is regularly conducting. A regular teacher shall be available to assist at all times.

Section K: The Board will provide for each teacher lockable storage space for storage of personal articles.

Section L: The District will ask another administrator or a teacher other than a counselor to become a substitute administrator in a building any time the regular administrator is out of the District for the majority of the day. If said appointed administrator is a teacher, the District will provide a substitute for said teacher.

ARTICLE 10 - LEAVE PAY

Section A: All teachers absent from duty on account of approved reasons shall be allowed full pay for a total of ten (10) days absence in any school year, the unused portion of which shall accumulate year to year without limit. Annual sick leave shall accrue to the teacher on the first contract day of the school term. In the event a first-year teacher terminates employment, the annual ten (10) days shall be prorated to the time employed. (Use of sick leave time cumulative to half-day minimums).

Sick leave pay shall be allowed when used as follows:

1. Personal illness or injury of the teacher.
2. Critical illness in the immediate (husband-wife-child-parent) family or household occupant.
3. Emergency illness in the family or household which requires a teacher to make arrangements for necessary medical or nursing care.
4. Time necessary for doctor or dental appointments.

Section B: A teacher who qualifies under the State Retirement Act and has completed ten (10) or more years of service in the Parchment School District, will be paid for one-half (1/2) of all accumulated unused sick days up to a maximum of ninety-five (95) days at a rate of .0025 of the BA base per day if he/she terminates employment under any of the following circumstances:

1. Voluntary retirement under the provision of the State Retirement Act.
2. Disability retirement under the provisions of the State Retirement Act prior to regular retirement age.

Section C: After twenty (20) years of service as a teacher or an administrator within the Parchment School District, a teacher shall receive \$150.00 for each year of service as a teacher upon severance from the District as a teacher. This provision includes disability but not death.

Section D: If, after receiving a payment under this provision, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which he/she is entitled.

Section E: If a teacher loses time due to injury on the job and does not receive workers' compensation, he/she will receive fringe benefits and will be paid (including Schedule "B") by the Board and any loss of time will not be chargeable to sick leave, with a maximum time limit of five (5) working days for any single occurrence. If a teacher receives workers' compensation and has accrued sick leave benefits available, the sick leave shall be paid to the teacher on a proportionate basis so as to make up the difference between his/her regular pay and the workers' compensation

benefits received by the teacher until his/her sick leave is exhausted. Sick leave days shall be charged proportionately in such cases.

Section F: When an employee's sick leave benefits have been exhausted, he/she may utilize up to an additional five (5) sick leave days per year, such days to be drawn from a Sick Loan Bank. This loan bank will utilize days in the existing Sick Leave Bank (see below, Section G). Teachers borrowing from the Sick Loan Bank will be expected to repay the days used by contributing the number of days used at the beginning of the next school year, at the rate of one to one for each day used. In cases of resignation or termination, teachers will repay the monetary value of borrowed days at their per diem salary at the time of the use of Sick Loan Bank days.

First through third year teachers with the Parchment School District may utilize this provision.

Section G: Except as restricted below, when an employee's sick leave benefits have been exhausted, he/she may utilize up to an additional twelve (12) sick leave days per year, such days to be drawn from a Sick Leave Bank. The Sick Leave Bank shall be maintained as a result of each employee contributing one (1) of their accumulated sick leave days. For each sick leave day contributed, the Sick Leave Bank shall be credited with one-half (1/2) day of Sick Leave Bank time. The Employer shall be responsible for the administration of the Sick Leave Bank. The Association shall be provided a written monthly report concerning the use of the Sick Leave Bank.

At any time the Sick Leave Bank is reduced through use to twelve (12) days, each employee shall contribute an additional day, provided, however, that no employee shall be required to contribute more than two (2) days per year. Employees working less than full time shall contribute to and use the bank on a pro-rata basis.

1. A teacher may not draw from the bank prior to the fourth year of employment with the District.
2. Each teacher will contribute one day to the bank beginning with his/her third year of employment.

Section H: The above notwithstanding, an employee may voluntarily contribute sick leave to another teacher to be used for critical need. Such contribution, except as otherwise defined below, is entirely independent from and unrelated to the sick leave bank described in Article 10G. Each day contributed shall equate to 1/2 day for the recipient. The Association shall be responsible for the administration of critical need sick time, but agrees to notify the Employer of such use.

First through third year teachers with the Parchment School District may apply for and may receive critical need sick leave under this provision.

Teachers with four or more years in the Parchment School District must exhaust their twelve (12) days from the Sick Leave Bank as described in Article 10F and 10G prior to being considered for critical need sick leave.

ARTICLE 11 - LEAVES OF ABSENCE

Section A: Any teacher whose absence from duty on account of approved reasons as set forth in this Article extends beyond the period compensated under Article 11 shall be granted a leave of absence without pay for a period not to exceed one (1) year to be extended according to law. Leave granted pursuant to this section shall count toward leave to which the teacher may be entitled under the Family and Medical Leave Act (FMLA).

Section B: Leave of absence with pay chargeable against the teacher's Leave Pay shall be granted for the time necessary for attendance at the funeral services of persons whose relationships, at the discretion of the teacher, warrant his/her attendance.

Section C: Leave of absence with pay not chargeable against the teacher's Leave Pay shall be granted for the following reasons (do not use sick leave days):

1. A maximum of five (5) days for the death of a teacher's spouse, parent or child; three (3) days for the death of a teacher's grandparent, grandchild, mother-in-law, father-in-law, brother, sister, or household occupant; and one (1) day for an extended family member other than the above.
2. Two (2) school days per year accumulation to five (5) for the conduct of personal business affairs which cannot normally be handled outside school hours, provided at least twenty-four (24) hours advance notice is given. Except as noted below, no justification shall be required of the teacher; however, such days shall not be taken if, in the teacher's professional judgment, the delivery of instruction to students will be impaired. Unused personal days beyond (5) will convert to accumulated sick days.

The following days require justification and administrative approval:

- Inservice or orientation days.
 - The day immediately preceding or following a holiday or vacation period.
 - The first or last week of school for students.
3. Absence when a teacher is called for jury service on condition that the teacher will give the Board immediate notice of such jury call. Remuneration for jury duty service shall be submitted to the District. If such remuneration includes reimbursement for expenses, the District shall return such amount to the employee.
 4. Court appearance as a witness whenever the teacher is subpoenaed. Remuneration so earned will be deducted from the employee's paycheck except for reimbursed expenses.

5. One (1) day approved visitation at other schools and, upon request, attendance at administratively approved educational conferences, conventions or Association meetings.
6. Time lost due to situations covered under Article 14.

Section D: Leaves of absence without pay may be granted to tenure teachers at the discretion of the Board for the following purposes:

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Study, research or special teaching assignment involving probable advantage to the School System.
4. Running for political office.

The regular salary increment occurring during such period shall be allowed upon return.

Section E: An unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any bargaining unit member in accordance with the Family and Medical Leave Act (FMLA) for any of the following purposes:

1. The birth or placement for adoption or foster care of a child (up to one year from the date of birth or placement);
2. Because of a serious health condition of a bargaining unit member's spouse, child or parent;
3. Because of the bargaining unit member's own serious health condition.

To be eligible for a leave of absence, the bargaining unit member must meet the eligibility requirements set forth in the FMLA and FMLA regulations.

Where permitted by the FMLA, an employee shall have the option to take FMLA leave on an intermittent or reduced schedule. Where permitted by the FMLA, an employee may choose to substitute paid vacation leave, personal leave and/or sick leave for FMLA unpaid leave.

In accordance with the FMLA, the Board shall continue group health plan benefits during a FMLA leave. This shall not be construed as a waiver of the Board's right to recoup premium payments from employees where permitted by the FMLA or as an agreement to provide benefits greater than what would have been provided if the employee was not on FMLA leave.

FMLA leaves of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. Limitations found under section 108 of the FMLA--"Special Rules Concerning Employees of Local Educational Agencies"--shall apply. The Board reserves all rights granted to school districts under the FMLA, such as, but not limited to, the right to substitute paid leave for unpaid FMLA leave, to require medical verification of illness, to require a certificate of fitness as a condition for the bargaining unit member's return to work and to require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for bargaining unit members who are married.

If the reason for the FMLA leave is foreseeable, the teacher must provide at least thirty (30) days advance notice of the FMLA leave. All other notice must be provided as soon as it becomes practical.

All other provisions of the FMLA shall apply. This section shall be interpreted consistently with the definitions contained in the FMLA. This section shall not provide employees with any greater rights or benefits than required by the FMLA. Furthermore, the Board reserves all rights granted by the FMLA even if not specifically set forth above.

ARTICLE 12 - PROFESSIONAL REQUIREMENTS

Section A: Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.

ARTICLE 13 - PROTECTION OF TEACHERS

Section A: The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline on the school premises or while chaperoning school-sponsored activities. When it appears to the Board that a particular student requires special attention, the Board will take reasonable steps based upon teacher referral to see that such student is given necessary help.

Section B: Any case of assault upon a teacher arising from his/her teaching duties (within the guidelines established by the Board) shall be promptly reported to the Board's designated representative. Upon request of the teacher, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault.

Section C: If any teacher is complained against or sued by reason of justifiable disciplinary action taken by the teacher against a student, the Board will, upon request of the teacher, provide legal counsel.

Section D: Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention at the discretion of the Board. Notification of the teacher in writing shall be mandatory if a record of a complaint is placed in the teacher's file.

Section E: A teacher shall have the right to submit a written notation or reply regarding any material including complaints and the same shall be attached to the file copy of the material in question. Said written notation or reply shall be submitted to the Superintendent's office no later than ten (10) working days following receipt of the material to be placed in the file. If the action results in a grievance, a new, amended or additional notation may be placed in the file within ten (10) days after the resolution of any grievance resulting from the administration's action.

Section F: To the extent possible, volunteers used in classrooms will be under the direction of the classroom teachers. If there is a disagreement with respect to the placement or duties of the volunteers, the teacher, volunteer, and the building administrator will meet to resolve the problem. If the teacher is not satisfied with the administrative decision, the teacher may pursue the grievance procedure up to the School Board level.

ARTICLE 14 - GRIEVANCE PROCEDURE

It is the objective of the parties to resolve disputes at the earliest possible time through normal administrative procedures. Accordingly, an Employee grievance shall not be deemed to exist until such Employee has discussed the subject matter of the possible grievance with the supervisor designated by the Employer. Such discussion must take place either no later than ten (10) days after the event which the employee alleges gave rise to the possible grievance or no later than ten (10) days after the Employee had or should reasonably have had knowledge of the event. The Employee shall inform the supervisor that the discussion relates to an- alleged contract violation and that the potential for a subsequent grievance exists. The immediate supervisor shall be afforded up to five (5) days after the discussion to resolve the Employee's complaint.

Step I

If the complaint is unresolved by the disposition of the supervisor, the Employee must, within ten (10) days of the response of the immediate supervisor, but no later than twenty (20) days following the event, file a written grievance with the supervisor on the form appended to this Agreement. At a minimum, the grievance must contain the section(s) of the contract allegedly violated, the remedy sought, and the signature of the grievant. The supervisor shall respond in writing within five (5) days and return the form to the grievant.

Step II

If the grievance is unresolved by the disposition at Step I, the grievant must, within five (5) days of the response in Step I, advance the grievance to the Superintendent or his designee. At the request of the Employee the Superintendent or his designee will schedule a formal conference with the grievant and/or union representatives in an attempt to resolve the dispute. Within five (5) days following such conference, or within five (5) days following receipt of the grievance, if no conference is requested, the Superintendent or his designee shall respond in writing and return the form to the grievant.

Step III

If the grievance is unresolved by the disposition at Step II, the grievant must, within five (5) days from the response at Step II, advance the grievance to Step III by filing the grievance form with the office of the Superintendent. At the time of such filing the grievant shall elect to process the grievance by means of either A or B below.

- A. Within ten (10) days following such filing, the grievance committee of the Board of Education shall meet with the grievant and, at his or her discretion union representatives, in an attempt to resolve the dispute. Within five (5) days following such conference, the Board shall respond in writing and return the form to the grievant.
- B. The grievance shall be submitted to a mediator appointed by the state mediation service. If the Employer and the grievant are unable to reach an amicable settlement within five (5) days of a mediation hearing, unless extended by mutual agreement, proceedings pursuant to Step III shall be terminated.

Step IV

If the grievance is unresolved by the disposition at Step III, the Association may, within fifteen (15) days from the response at Step III A, or within twenty (20) days following the mediation hearing at Step III B, advance the grievance to arbitration by filing the grievance form with the office of the Superintendent. The following protocol shall apply:

- A. An arbitrator may, within fifteen (15) days of filing be appointed by mutual agreement of the parties.
- B. In the event the parties do not agree to an arbitrator, the grievance shall be submitted to the American Arbitration Association.
- C. The decision of the Arbitrator shall be final and binding, provided that, within ten (10) days following receipt of the award, neither party applies to a court of competent jurisdiction for determination of the grievance *de novo*.
- D. Fees charged by the Arbitrator and/or the Arbitrator's organization (if applicable) shall be shared equally by the parties unless the Arbitrator for cause shall determine otherwise. Each party shall be responsible for its own costs.

Power of the Arbitrator

1. The Arbitrator shall have no power to vary from the terms of this Agreement or to determine that any provision is contrary to any constitution, statute or regulation, it being expressly understood that such determination shall be made by the appropriate court of law. The Arbitrator's decision must be drawn from the essence of the Agreement rather than on his or her personal idea of equity.

2. No evidence shall be introduced during the Arbitration Hearing which has not been disclosed to the other party at least five (5) days prior to the hearing.
3. The Arbitrator shall have no power to rule on disputes pending before any administrative tribunal, agency, or court of law.

Miscellaneous Provisions

- A. The parties agree that timelines are of the essence, and they therefore shall be strictly followed unless mutually extended by the parties.
- B. Any grievance or request for advancement to the next step which is not made within the prescribed time shall be considered withdrawn and any further proceedings shall automatically terminate. Failure by the administration to respond at any step within the timeline shall be deemed a denial of the grievance.
- C. The parties may agree to waive certain steps of the grievance procedure.

ARTICLE 15 - CURRICULUM

Section A: The teachers recognize their responsibility to review and recommend curriculum revisions and textbook selections and the Board recognizes its responsibility to act upon such recommendations and give a written reply. Curriculum revisions and textbook selections which are submitted prior to April 1 will receive a written reply by the end of the school year.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

Section A: Copies of this Agreement shall be duplicated by other means than ditto at the expense of the Board for presentation to teachers employed by the Board.

Section B: If any provision of this Agreement or any application of the Agreement to the Board, the Association, or teachers shall be determined by a Court of competent jurisdiction to be contrary to law, then the provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect. If any subsequent court or legislative action shall reverse a previous ruling, the latter shall prevail.

Section C: Aside from a tuberculosis test or X-ray, the Board will pay for any medical, psychological or psychiatric examinations requested by the Board.

Section D: Each teacher shall have the right upon reasonable request to review the content of his/her own personnel file as maintained in the Superintendent's office. An Association representative may be requested by the teacher to accompany him/her in such review.

Section E: Before the District enters into an agreement with other school districts for the purpose of establishing consortia or shared-time programs in K-12 education that would be administered by the District, the District will consult with the Association to establish an agreement regarding wages, hours, and working conditions for affected employees.

Section F: Wherever applicable in this Master Agreement, the term "working days" or "work days" shall be defined as regularly scheduled teacher work days during the school year and days that the central administration offices are open for business during the summer.

ARTICLE 17 - PROFESSIONAL COMPENSATION

Section A: The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Any voluntary extra duty assignments not included in Schedule B shall receive compensation as established by the Board at the time the activity is approved after consultation and agreement with the Association. Appearance of certain jobs on the extra-pay schedule does not make their existence mandatory.

Section B: The teacher shall notify the Board three (3) weeks prior to the first payroll date of the school year whether the teacher wishes to receive his/her salary prorated on a ten (10) month basis or prorated on a twelve (12) month basis.

Section C: A teacher assigned to an extra class on a regular basis during their assigned preparation/planning period will be paid the appropriate proportional compensation based on their total teaching contract in an additional extra contract.

Section D: Salary accruals disbursed during July and August are based upon the salary schedule of the previous fiscal year.

Section E: Outside experience credit may be given at the discretion of the Board when a teacher is initially hired. Commencing July 1, 1996, credit for outside experience shall be given to any teacher who was given less than full credit at the time of initial hiring. An eligible teacher must request said credit in writing. Credit shall be given according to the following schedule: One year of credit shall be given after the completion of each five (5) full years of teaching experience in Parchment. No teacher shall be credited with more than five (5) years outside experience after initial hire. For purposes of this Section teaching experience shall consist of teaching in Michigan while holding a Michigan teaching certificate.

Section F: A teacher who is dismissed or transferred from an extra-pay position may file a grievance; however, the grievance may not proceed past Step 2 of the grievance procedure. No such dismissal or transfer shall be made without just cause. Should a teacher be unable to fulfill a Schedule B position for whatever reason, including termination, said teacher shall be compensated proportionately to the contracted amount.

Section G: Substitute teachers:

1. Substitute teachers are to be hired for all absent teachers, except as in Article 9, Section J.
2. Members of the teaching staff who are asked to substitute for other teachers are to receive \$25.00 per hour (prorated accordingly for longer class periods) provided in so doing they give up time that is normally unassigned.
3. Part-time members of the teaching staff who are asked to substitute outside their normally scheduled workday will receive \$25.00 for their first hour of teaching per day, and \$17.09 for each subsequent hour per day.
4. Retirees may elect to provide substitute teacher services to the District in the areas of their qualifications. Substitute pay for teachers in the early retirement program shall be .003 of the BA base per day.

Section H: If a coach, currently employed by the Board, is transferred from one level of coaching to another in the same activity (all athletic coaching is considered one activity) he/she is to be credited with his/her years of service in that activity. A head coach in any activity shall receive no less extra duty pay in that sport than any of his/her assistants.

Section I: As of August 31, 2012 all teachers on the MA + 30 pay scale during the 2011/2012 school year and prior years will remain on that salary scale. From September 1, 2012 and forward, members will not be granted MA + 30 pay regardless of their reaching continuing education beyond 30 + hours.

Section J: The Board agrees to reimburse teachers for administratively approved graduate coursework up to 50% or \$175 per semester hour, whichever is less, that is successfully completed after the Masters Degree has been earned. Successful completion shall be interpreted as a 2.5 or better, or its equivalent on a 4.0 scale, or a "pass" grade for a class graded on a pass/failure basis. The reimbursement amount will be determined at the contractual rate in effect coincident with commencement of the first scheduled day of the class and an annual maximum of 12 semester hours per contract year also coincident with the commencement of the first scheduled day of class.

Section K: Teachers required to participate in overnight trips that are adopted as a required component of the curriculum shall be paid an additional \$41.74 per night not to exceed five nights in any school year.

Section L: Any non-degree teacher hired by the Board shall not receive a salary higher than Step One on the Bachelor Degree Schedule.

Section M: Retirees must agree not to file for unemployment benefits from the School District.

Section N: A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position at the beginning of the next school year will be paid according to a reduced annual salary rate, such that 90% of his/her unemployment compensation plus the reduced annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

1. The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the employee would have received had he/she been employed the entire school year.
2. The District will ensure that no teacher subject to the provisions of this Section shall incur increased tax liability as a result of the enforcement of this section.

ARTICLE 18 - INSURANCE

Subject to the provisions hereinafter set forth, and contingent upon written notice to the Board including the submission of properly executed forms, each teacher shall have the right to select one of the following plans, namely:

MESSA-PAK Plan A - For employees needing health insurance the Board agrees to pay on behalf of each full-time teacher the following premium payments for MESSA PAK A coverage per month up to the following for the purchase of the following MESSA PAK benefits for a full 12-month period for the teacher and his/her family:

- MESSA Choices II, MESSA ABC Plan I or MESSA ABC Plan II
 - Long Term Disability 66 2/3 %
 - \$3,000 per mo. Maximum
 - 90 calendar days – modified fill
 - Freeze on offsets
 - Alcoholism/drug addiction and mental/nervous – same as any other illness
- Delta Dental (100/90/90: \$1500 ;/90: \$2000 lifetime Max; two cleanings per year; Sealants – Yes; No adult ortho)
- Negotiated Life \$30,000 AD & D
- Vision VSP III Plus – Platinum

	<u>Choices II</u>	<u>MESSA ABC Plan I</u>	<u>MESSA ABC Plan II</u>
Self	\$ 517.07	\$ 449.64	\$ 476.26
2-person	\$1105.73	\$ 989.25	\$ 1036.76
Full Family	\$1299.64	\$1080.63	\$ 1122.19

Or 80% of the premium of the PAK A Health products, whichever amount is less.

MESSA-PAK Plan B - For employees not needing health insurance the Board agrees to pay on behalf of each full-time teacher the following premium payments for MESSA PAK B coverage per month up to the following:

Delta Dental	(100/90/90: \$1500 ;/90: \$2000 lifetime Max; two cleanings per year; Sealants – Yes; No adult ortho)
Negotiated Life	\$40,000 AD & D
Vision VSP III Plus - Platinum	
Long Term Disability	66 2/3 % \$3,000 per mo. Maximum 90 calendar days – modified fill Freeze on offsets Alcoholism/drug addiction and mental/nervous – same as any other illness
Self	\$ 80.81
2-person	\$ 129.66
Full Family	\$ 215,55

In addition, the Board agrees to contribute \$229.52 per month as cash-in-lieu for each full-time teacher electing MESSA-PAK Plan B

The Board agrees to provide a pro rata contribution to part-time teachers electing MESSA-PAK Plan A or B in proportion to the number of hours employed per week.

Plan C - The Board agrees to provide a pro rata contribution to part-time teachers not electing MESSA-PAK Plans A or B to purchase MESSA Choices II health insurance – self only. The Board's contribution of \$568.61 is based on their part-time proportion up to a maximum of 80% or State Law, whichever is less.

Teachers shall be responsible for all premium amounts in excess of the Board's premium contributions as designated in this article. All teacher premium contributions will be payroll deducted.

The aforesaid insurance benefits shall be subject to the following limitations and conditions, namely:

1. **Husband and Wife Coverage.** If a husband and wife are both employed by the Board, one spouse may elect MESSA-PAK Plan A and the other may elect MESSA-PAK Plan B.
2. **Duration of Coverage.** If a teacher provides professional services for the entire school year, the Board's insurance contribution shall extend for twelve (12) calendar months for the period beginning October 1 and terminating September 30. If a teacher provides professional services for less than a full school year, the Board's insurance contributions shall be reduced pro rata.

ARTICLE 19 - SUBSTANCE ABUSE

All staff and students deserve an environment that is safe and free from the dangers of drugs, alcohol, or other intoxicating substances. All school district employees and students will suffer the effects of a teacher whose work performance and attendance are below acceptable standards due to drug and alcohol use. Accordingly, it is agreed as follows:

Section A: If it is determined that a teacher's job performance has declined, and the Board has reasonable suspicion that such decline is attributable to or related to drug or alcohol use, the teacher may be required to submit to drug or alcohol screening at Board expense. The school district shall treat such teacher as any other teacher with a health problem. When a drug or alcohol problem is identified, the school district will attempt to help the teacher correct the problem.

ARTICLE 20 – EMERGENCY MANAGER

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

(Note: Inclusion of this language is required by Section 15(7) of the Public Employment Relations Act.)

ARTICLE 21 - DURATION OF AGREEMENT

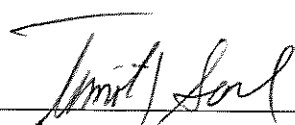
This Agreement shall be effective as of November 28, 2011, and shall continue in effect until June 30, 2012. However, either party may elect to reopen the contract for the purpose of negotiating changes to Article 19 (Insurance) by providing the other party with thirty (30) days advance notice of its desire to negotiate changes. The Agreement may be extended for periods beyond June 30, 2012 by a written document duly executed by both parties, but not in any other manner.

IN WITNESS WHEREOF, the parties have hereto set their hands this 9 day of January 2013

PARCHMENT SCHOOL DISTRICT

KALAMAZOO COUNTY EDUCATION
ASSOCIATION

By: 
Matthew J. Miller
Superintendent

By: 
Tim Searl
PEA President

SCHEDULE A

Base: \$34,010 (2012-2013)

**PEA
SALARY**

2012-2013

Step	BA	MA		Step	MA+30
1	34,010	36,391		1	38,771
2	35,010	38,431		2	40,812
3	36,411	40,812		3	42,853
4	38,911	43,000		4	44,893
5	40,500	45,000		5	47,274
6	43,000	47,000		6	49,655
7	44,500	49,000		7	52,035
8	46,000	51,716		8	54,756
9	48,000	54,410		9	57,137
10	50,750	56,796		10	59,518
11	52,000	59,000		11	61,898
12	54,000	61,000		12	64,279
13	56,500	62,000		13	67,340
14	58,000	64,000		14	68,723
15-19	59,518	65,500		15	69,223
20-24	61,919	68,500		16-27	69,423
25+	64,750	70,800		28-32	74,864
				33+	69,423

Only those teachers who were already on the MA +30 lane at the end of the 2011-2012 school year can remain on this MA + 30 scale into the future.

No other current or new employees will have the MA + 30 lane available to them

2012-2013 teachers will advance on the step scale of the new matrix.

SCHEDULE B - EXTRA PAY SCHEDULE

Remain at \$30,083 base rate

In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following sums. For each activity in sections I-IV, the first set of numbers represents no (0) years of experience, the second set one (1) year of experience, etc. The number preceding the slash(/) is the percent to be multiplied by \$30,083 which yields the annual compensation following the slash.

I. Athletic Director¹ 16\ \$4,813 17\ \$5,114 18\ \$5,415 19\ \$5,716 20\ \$6,017

II. Athletic Coaching

Group 1: Head Football, Head Basketball, Head Wrestling:

11.5\ \$3,460 12.5\ \$3,760 13.5\ \$4,061 14.5\ \$4,362 15.5\ \$4,663

Group 2: Head Baseball, Head Track, Head Gymnastics, Head Softball, Head Volleyball, Head Tennis, Assistant Athletic Director, Assistant Basketball², Assistant Football³, Faculty Athletic Manager, Head Soccer:

8.5\ \$2,557 9.5\ \$2,858 10.5\ \$3,159 11.5\ \$3,460 12.5\ \$3,760

Group 3: Head Golf, Head Cross Country (the coach currently employed in this position shall be grand parented at the Group 2 rate), Assistant Track (Reserve), Assistant Baseball (Reserve), Assistant Wrestling, Assistant Softball, Assistant Gymnastics, Assistant Soccer, Assistant Volleyball:

6.5\ \$1,955 7.5\ \$2,256 8.5\ \$2,557 9.5\ \$2,858 10.5\ \$3,159

Group 4: Middle School:

Basketball 6.2\ \$1,865 7\ \$2,106 7.7\ \$2,316 8.4\ \$2,527 9.2\ \$2,768

Track 4.8\ \$1,444 5.5\ \$1,655 6.2\ \$1,865 7\ \$2,106 7.7\ \$2,316

Volleyball 4\ \$1,203 4.6\ \$1,384 5.2\ \$1,564 5.8\ \$1,745 6.5\ \$1,955

III. Fine Arts Coaching:

Dramatics: High School⁴, Middle School⁵: 2.5\ \$752

High School⁶ 4\ \$1,203 5\ \$1,504 6\ \$1,805

Music: High School Band: 8.5\ \$2,557 9.5\ \$2,858 10.5\ \$3,159

High School Chorus: 6\ \$1,805 7\ \$2,106 8\ \$2,407

Middle School Band, Middle School Chorus, Elementary Choir:

2\ \$602 2.5\ \$752 3\ \$902

SCHEDULE B - EXTRA PAY SCHEDULE - (Continued)

III. Fine Arts (Cont.)

Debate:	3\	\$902	4\	\$1,203	5\	\$1,504
Forensics:	2\	\$602	3\	\$902	4\	\$1,203
High School Musical: Full Responsibility:	7\	\$2,106	8\	\$2,407	9\	\$2,707
Shared Responsibility:	6.5\	\$1,955	7.5\	\$2,256	8.5\	\$2,557
Assistant:	2.5\	\$752				

IV Curriculum Specialists: 7\ \$2,106 8\ \$2,407 9\ \$2,707 10\ \$3,008 11\ \$3,309

V Supervisory (Flat Rate)

Cheerleading: Head Coach, High School (2 seasons): \$2,374

Assistant Coach, High School (2 seasons): \$1,648

Assistant Coach, Middle School: \$1,141

High School Pep Club Advisor (2 seasons): \$2,375

Newspaper:

High School: \$2,192

Middle School: \$1,552

Elementary (per bldg): \$546

Student Council:

High School: \$3,240

Middle School: \$2,023

Elementary (per bldg): \$546

Yearbook:

High School: \$2,740

Middle School: \$1,233

SCHEDULE B - EXTRA PAY SCHEDULE - (Continued)

Safety Patrol:	\$ 729
Quiz Bowl:	\$ 163
Honor Society:	\$ 383
Bus Coordinator:	\$ 915
Technology Coordinator (If not part of regular teaching assignment):	
Secondary (per bldg):	\$1,848
Elementary (per bldg):	\$1,355
Mentor Teachers:	\$ 345

VI Items paid on an hourly basis

Playground Supervision, Lunchroom Supervision, Parking Lot Supervision, Intramurals, Industrial Arts (Administratively approved maintenance), Saturday Detention:
\$18.31

Driver Training (Road):	\$23.71
Co-op (summer), Summer Library:	\$20.17
Summer Committee Work:	\$19.24

Summer School Classroom Instruction (Regular Curriculum Subjects only) Driver Training (classroom) and summer Band Director: \$24.18

¹One hour released time for each school day

²Reserve, 9th grade

³Varsity, reserve, 9th grade

⁴Each set of three one-act plays

⁵Two one-act plays

⁶Each three-act play

⁷If more than one person is involved, the amount will be divided

Union: _____

GRIEVANCE REPORT FORM

Building Assignment Name of Grievant

Pre Grievance Resolution Information
(to be completed by grievant)

A conference was held on _____ to discuss a possible infraction of the
Master Agreement. Present were _____

As a consequence of the conference, a grievance is hereby filed for formal processing.

Date of Filing Date cause of grievance occurred Signature of grievant

STEP I - Immediate Supervisor

Statement of grievance: _____

Section(s) of the contract allegedly violated: _____

Relief sought: _____

Response of immediate supervisor: _____

Signature of immediate supervisor Date

Advance the grievance to STEP II (check box if a conference is requested):

Signature of grievant Date

STEP II - Superintendent or Designee

Response of Superintendent or Designee: _____

Date of Conference
(If requested)

Date of response

Signature of Superintendent or Designee

Advance the grievance to STEP IIIA (Board of Education or its Committee) :

OR

Advance the grievance to STEP IIIB (Mediation):

Signature of grievant

Date

STEP IIIA - Board of Education (Committee)

Board of Education (Committee) response: _____

Date of Meeting

Signature of Board of Education
Representative

Date

Advance the Grievance to STEP IV - Arbitration

Signature of Association

Date



Parchment School District

2012-2013 School Calendar

August 27, 2012, Monday	Orientation for new teachers
August 28, 2012, Tuesday	Teachers Report: Professional Development
August 29, 2012, Wednesday	Professional Development
August 30, 2012, Thursday	Teacher Prep Day
August 31, 2012, Friday	9-12 - ½ day (Teacher Prep Day)
September 4, 2012, Tuesday	K-12 - Students Report Full Day
November 1, 2012, Thursday	9-12 - Full day students (Evening conferences)
November 2, 2012, Friday	K-12 - No School (Professional Development)
November 7, 2012, Wednesday	K-8 - Full day students (Evening conferences)
November 8, 2012, Thursday	K-8 - Full day students (Evening conferences)
November 9, 2012, Friday	K-5 - No School (Conferences 8:00-4:00)
	6-8 - ½ day (Afternoon conferences)
November 21, 2012, Wednesday	K-12 - No School (Teacher Comp - fall confs.)
November 22-23, 2012, Thursday-Friday	K-12 - Thanksgiving Break - No School
November 29, 2012, Thursday	9-12 - ½ day students - Exams
November 30, 2012, Friday	9-12 - ½ day students - Exams
	K-8 - No School (Tch. Work Day)- End of 1st Tri
	Last day before break
December 21, 2012, Friday	K-12 - No School - Winter Break
December 24 - January 4, 2013	K-12 - School Resumes
January 7, 2013, Monday	6-8 - Full day students (Evening conferences)
January 23, 2013, Wednesday	6-8 - No school (Conferences 8:00 - 3:30)
January 24, 2013, Thursday	9-12 - Full day students (Evening conferences)
	K-12 - No School (Professional Development)
January 25, 2013, Friday	K-5 - Full day students (Evening conferences)
February 6-7, 2013, Wed.-Thursday	K-5 - No School (Conferences 8:00 - 4:00)
February 8, 2013, Friday	High School MME
March 5-7, 2013, Tuesday-Thursday	9-12 - ½ day - Exams
March 14, 2013, Thursday	9-12 - ½ day - Exams
March 15, 2013, Friday	K-8 - ½ day students, ½ Tch. Prep- End 2nd Tri
	No School - (Teacher Comp)
March 29, 2013, Friday	No School - Spring Break
April 1-5, 2013, Monday-Friday	6-12 - Full day students (Evening conferences)
May 2, 2013, Thursday	K-12 - Memorial Day - No School
May 27, 2013, Monday	Last Day for seniors
May 31, 2013, Friday	PHS Graduation
June 5, 2013, Wednesday	9-11 - ½ day students - Exams
June 11, 2013, Tuesday	9-11 - ½ day students - Exams - ½ day Tch. Prep
June 12, 2013, Wednesday	K-11 - ½ day -last day students - ½ day Tch. Prep
	End of 3rd tri
June 13, 2013, Thursday	K - 11 - No Students - Teacher Work Day