AGREEMENT

between

PINCONNING AREA
BOARD OF EDUCATION

and

PINCONNING AREA EDUCATION
ASSOCIATION/MEA-NEA

July 1, 2026 - June 30, 2029

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ARTICLE I. RECOGNITION

A. The Pinconning Area Schools Board of Education hereby recognizes the Pinconning Area Education Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional instructional personnel employed by the Pinconning Area Schools Board of Education, but excluding all supervisory and executive personnel, office, clerical or non-certified employees. 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 above. Members of the bargaining unit will be the teacher of record in instances where there is on-site accountability.

ARTICLE II. AGENCY SHOP

A. The parties agree that every teacher regularly employed or permitted to work will be required each school year to sign an individual Contract of Employment as provided in Section 1231 of the Revised School Code and that every such Contract shall contain the following:

"This Contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representatives of teachers employed by the Board and Board policy.

The terms of such collective labor agreement are incorporated herein and by accepting this Contract, you agree to be bound by all such terms, including wage deduction provisions thereof."

B. The Association agrees to indemnify and save the Board.

ARTICLE III. BOARD RIGHTS

A. Subject to the provisions of this Agreement, the Board, on its own behalf and on the behalf of the electors of the District, reserves unto itself full rights, authority and discretion in the discharge of their duties and responsibilities to control, supervise and manage the Pinconning Area Schools and its professional staff under the laws and the Constitutions of the State of Michigan and the United States and to take any actions required by State or Federal law.

B. The exercise of the foregoing rights, authority and discretion shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the United States.

C. The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

Management rights including the right to direct the working forces, including the right to hire, promote, transfer, discipline and/or reassign employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this Agreement.

ARTICLE IV. TEACHER RIGHTS

A. The Association shall have the right to use school building facilities for professional meetings as long as it does not interfere with the instructional programs or other school sponsored activities and does not take place during normal working hours. A building request form will be filed with the Building Principal a minimum of three (3) working days prior to the scheduled meeting, except in the case of an emergency as determined by the Building Principal. A written reply shall be forwarded to the applicant at least twenty-four (24) hours before the scheduled meeting. The administration shall retain the right to regulate the use of the buildings or equipment and shall make a Ten Dollar ($10.00) charge for maintenance, and service costs. Meeting to discuss grades, purchase orders, flower funds, scholarship funds, and other non-union activities shall not be construed as a union meeting for the purpose of assessing a Ten Dollar ($10.00) fee.

Bulletin boards shall be made available to the Association and its members for the purpose of posting meeting notices and other legitimate business.

B. No teacher shall be prevented from wearing an insignia, pins or other identification of membership in the Association either on or off school premises, provided it does not disrupt the normal school process.

C. Upon request in writing by the Association, the following reports will be made available within thirty (30) calendar days:

1. Annual Financial Report (Form B) for the year ending as of June 30 after completion of the audit.
2. Copy of the budget that has been adopted by the Board.
3. List of personnel covered by the Master Agreement, including salaries, degree and years of experience in and out-of- system.
4. Association will be notified of any changes, updates, or additions to School Board Policy within two (2) weeks of adoption by the board.
5. Five (5) copies of the approved public minutes of the Board of Education meetings will be sent to the President of the Pinconning Education Association upon approval of the minutes.
6. A copy of the auditor's report for the year ending as of June 30, after completion of the audit.
7. At the request of the PEA, designated Association Representatives will be given, via e-mail an attached excel document, a complete listing of bargaining unit staff that includes the following:

a) First and Last Name
b) Start date of employment
c) FTE, step, lane placement as well as annual salary
d) Building/position
e) School email address
f) Home/mailing address and phone (cell) number

8. Designated Association Representatives shall be given, via e-mail an attached excel document, the same information detailed above for any new hires of bargaining unit members that occur throughout the year.
9. Termination of employment, by any bargaining unit member shall be reported to the Designated Association Representatives, including the termination date, via e-mail.
10. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) shall be reported to the Designated Association Representatives via e-mail considering the information does not violate privacy laws.

D. Before any personal information is released to a party making a Freedom of Information Act [FOIA] request, the District will inform the affected teacher(s) and the Association President of such release.

E. Schools proposed to be identified as failing per state standards:

Before identifying an elementary school or a secondary school for school improvement under 20 USC 6316 (B), Paragraphs (1) or (5), or for corrective action under Paragraph (8), the Employer shall provide the Association with an opportunity to review the school-level data, including academic assessment data on which the proposed identification is based. If the Association believes that the proposed identification is in error for statistical or other substantive reasons, the Association may provide supporting evidence to the Employer, which shall consider that evidence before making a final determination.

ARTICLE V. PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Appendix "A", which is incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

B. The salary schedule is based upon a normal weekly teaching load as hereinafter defined in Article X. For extra work, other than defined in Appendix "A" and in Article VI. hereof, the teacher shall be entitled to the hourly rate as established in "Appendix B" subsection E4 When attendance at activities, other than staff or curriculum

meetings not specified in Article VI. as part of the regular teaching duties is required, he/she shall be paid at the hourly rate as established in "Appendix B" subsection E4. Daily preparation for effective teaching, correcting papers, themes, and attending staff meetings requires many hours of application outside the classroom and add to the professional responsibilities of the teacher. In addition, requests are made for attendance at staff conferences, parent-teacher conferences, PTA meetings, and the like, which requests can become excessive.

It is mutually agreed that if required attendance at staff meetings beyond their normal workday shall exceed two (2) fifty-five (55) minute periods per month, the Board will pay the teachers for any hours in excess thereof at the teacher's hourly rate. These meetings will be held on the first, second or third Monday of the month. However, if there is no school on the first, second or third Monday, then the meeting may be rescheduled with a 24-hour notice. It is understood that staff meetings for elementary and secondary teachers will begin no later than fifteen (15) minutes after the students are dismissed, or end fifteen (15) minutes before the students arrive. The Principal may excuse any teacher from attendance. The meeting times will be mutually agreed upon by the building Principal and the staff.

C. A teacher released during the school day to engage in negotiating on behalf of the Association with any representative of the Board, or participating in any professional grievance negotiation shall be released from regular duties without loss of salary.

D. The Association and Board agree that the Board should attempt to sufficient fund equity to ensure continued operation of the School District. See article XXI covering this subject.

E. Teachers will be given two (2) payroll options:

1. Twenty Six (26) equal pays
2. Twenty one (21) equal pays

Employees currently utilizing a 'Lump' sum payment (Twenty pays at the 26 pay rate with 1 lump sum payment equal to the final six pays on the 21st pay.) may continue to do so until which time they select a different option or leave the District. (Johnstone / Miller / Rivard)

ARTICLE VI. TEACHING HOURS

The teaching hours covered in this Section shall be in effect during the normal school operation; however, in the event of a financial crisis in the District, or in the event of overcrowding in a given school or classroom situation, the Board and the Association agree to immediate negotiations.

A. The teacher's normal work hours shall fall between 7:10 a.m. and 4:10 p.m.

B. If necessary to provide special programs, a teacher may have a schedule consisting of two of the following educational units: high school (9-12)/middle school (6 -8)/elementary (K-5). In no event will the total time be in excess of the regular day. The hours will be continuous with the exception of a lunch period.

Band and vocal music teachers may have a schedule consisting of all three educational units. In no event will the total time be in excess of the regular day. The hours will be continuous, with the exception of a lunch period.

1. **High School (9-12)**
Hours will fall between 7:15 a.m. - 3:41 p.m.
Teacher workday includes:

6 hrs 18 min	Instruction and pupil contact time. (5 classroom periods, including passing time.)
30 min	Duty-free lunch plus one passing time
15 min	Duty-free recess or break in conjunction with conference period.
45 min	Prep and/or parent/principal or student conference period.
15 min	Prep and/or parent/principal or student conference period before school.
15 min	Prep and/or parent/principal or student conference period after school.
30 min	Prep and/or parent/principal or student conference period to be worked at the beginning or end of the school day. (NOTE: This period will be selected by the individual teacher on the first day of each semester, with the exception of days when staff meetings are scheduled.)

Consecutive total: 8 hours 50 minutes

2. **Middle School (6 -8)**
Hours will fall between 7:15 a.m. - 3:41 p.m.

Teacher workday includes:

6 hrs 18 min	Instruction and pupil contact time. (5 classroom periods, including passing time.)
30 min	Duty-free lunch plus one passing time
15 min	Duty-free recess or break in conjunction with conference period.
45 min	Prep and/or parent/principal or student conference period.
15 min	Prep and/or parent/principal or student conference period before school.
15 min	Prep and/ or parent, principal or student conference period after school
30 min	Prep and/or parent/principal or student conference period to be worked at the beginning or end of the school day. (NOTE: This period will be selected by the individual teacher on the first day of each semester, with the exception of days when staff meetings are scheduled

Consecutive total: 8 hours 50 minutes

3. **Central Elementary (K-5)**
Hours will fall between 7:10 a.m. and 3:40 p.m.

Teacher workday includes:

6 hrs 18 min	Assigned to teachers.
34 min	Duty free lunch plus one passing time
30 min	Duty free for music, physical education or other supplementary programs.
15 min	Conference before school.
15 min	Conference after school.
60 min	per week of additional planning time
30 min	Prep and/or parent/principal or student conference period to be worked at the beginning or end of the school day. (NOTE: This period will be selected by the individual teacher on the first day of each semester, with the exception of days when staff meetings are scheduled.) Consecutive total: 8 hours 24 minutes*

*The first bell for the elementary buildings would ring 10 minutes before school starts and teachers would need to be at their rooms. This would allow for the elementary teachers to be released 10 minutes after students leave on the half days for exams.

Elementary teachers will be granted two (2) school business days, one (1) per semester. The days will be used for planning purpose and will be used in the district. School business days will not carry over to the following semester of following school year.

4. **Linwood Elementary (K-5)**
Hours will fall between 7:40 a.m. – 4:10 p.m.

Teacher workday includes:

6 hrs 18 min	Assigned to teachers.
34 min	Duty free lunch plus one passing time
30 min	Duty free for music, physical education or other supplementary programs.
15 min	Conference before school.
15 min	Conference after school.
60 min	per week of additional planning time
30 min	Prep and/or parent/principal or student conference period to be worked at the beginning or end of the school day. (NOTE: This period will be selected by the individual teacher on the first day of each semester, with the exception of days when staff meetings are scheduled.) Consecutive total: 8 hours 24 minutes*

*The first bell for the elementary buildings would ring 10 minutes before school starts and teachers would need to be at their rooms. This would allow for the elementary teachers to be released 10 minutes after students leave on the half days for exams.

Elementary teachers will be granted two (2) school business days, one (1) per semester. The days will be used for planning purpose and will be used in the district. School business days will not carry over to the following semester of following school year.

a. All elementary teachers, who remain in the classroom with their students the first ten (10) minutes of the lunch period daily, shall be given fifteen (15) minutes off the regular workday. Thus, those teachers who volunteer and are approved by the Principal will be allowed to leave fifteen (15) minutes early.

b. Teachers will be in or near their first teaching assignment fifteen (15) minutes before school begins for students.

c. The Young Five's Program will follow the work hours and calendar of the elementary building in which it is housed. If this program is housed at the Advancement Academy, the program will follow Central Elementary's schedule and calendar.

5. General Conditions:

a. Six (6) hours (3 hours each semester) of parent teacher conferences will be included in the wage scale. The dates and times for each building's conferences will be mutually agreed upon by the building Principal and by the building President.

b. When students are not in attendance, the teacher workday shall be 7:30 a.m. – 3:00 p.m. unless other arrangements are made between the building Principal and the individual teacher.

c. Work scheduled beyond the regular workday/year shall be voluntary.

d. The Board and association agrees to determine a teacher workday schedule for afternoon professional development half days. This schedule will be determined when creating the calendar for the next year and distributed to the PEA president. Any deviations from this schedule must meet the daily required hours and be approved by the building principal and the building PEA representative.

e. No change to a student's grade, for any reason (including, but not limited to, changes resulting from attendance adjustments, completion of a final exam, or submission of a make- up project/ assessment) shall be made without the explicit written approval (either via email or physical document) of the teacher on record.

C. The Association and the Board agree to co-develop school calendars to meet minimum state requirements for receiving full state aid funding each year of the Agreement. If the state increases the requirement for hours above the current 1,098, both sides will immediately commence negotiations for additional compensation.

ARTICLE VII. TEACHING ASSIGNMENT

A. It is understood by both parties that teaching a split class requires additional preparation and planning in order to integrate two grade level curriculums. It is desirable to have a veteran teacher in this assignment

B. The District shall not make a request to the State Board of Education for a waiver or deviation from the State Special Education Rules (R340.1701, et seq.) without prior written notice to the Association and the opportunity to meet and confer with the Association concerning the proposed request. Any such request shall be concurrently provided to any affected bargaining unit member(s).

ARTICLE VIII. SENIORITY

A. For the purposes of this Agreement, "seniority" is defined to mean the amount of time an individual is continuously employed as a certificated teacher with the School District, as defined in Article I. Part-time employees working one-half (1/2) or less of the full academic year shall have his/her seniority on a prorate basis. The full academic year will be less than or equal to 1,380 hours. That is, he/she shall receive one-half (1/2) year seniority for said academic year if he/she has worked at least 690 hours. An employee on an authorized, unpaid leave of absence shall not accrue additional seniority while on leave, but shall be deemed to be continuously employed. An employee shall lose his/her seniority when he/she resigns, retires, or is discharged.

B. All teachers shall be ranked on the list in order of his/her effective date of employment. A Seniority List shall be mutually agreed upon by the representatives of the Association and the Board. Within fifteen (15) days after publication of this Master Agreement, the Pinconning Area Education Association will submit a teacher Seniority List; it will then be placed on the teachers' Bulletin Board for fifteen (15) days. If there are no corrections by the teachers, the Seniority List shall stand as posted.

In the circumstances of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the Seniority List. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and the Association representative to be in attendance.

ARTICLE IX. LAYOFF AND RECALL

A. When an assignment has been made the Board shall pay the cost incurred for the district approved training of district mandated instruction and assessments except in cases where a teacher requests and is granted a new assignment.

B. All teachers shall maintain their sick leave benefits and seniority upon re-entrance to the System. Sick leave days and seniority do not accrue while on layoff. The Tenure Act provides for three (3) years of recall rights while on layoff.

C. A teacher called for a substitute position with an assignment to one (1) specific teaching position of sixty (60) days of consecutive work days or more in that assignment, will be compensated according to Section 1236 of the Revised School Code or successor provision, or the teacher's contractual rate, whichever is higher.

ARTICLE X. TEACHING CONDITIONS

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, whiteboard, blackout curtains, and similar materials are tools of the teacher profession. The Board agrees that the professional staff will be involved in selecting and recommending appropriate technological instructional tools and that every reasonable effort will be made to implement the recommendations as presented through the various departments and committees.

B. The Board shall make available in each school building a restroom, lavatory facility and room which shall be reserved for use as a faculty lounge and lunchroom. The faculty lounge/lunchroom shall be used only as a workroom for teachers. The lounge/lunchroom shall be made available for lunch to year-round school employees only. There shall be no structural modification of any kind in these lounges without the written permission of the Superintendent of Schools. Further, these rooms shall be open for inspection by the Administration at all times. Administration shall make every attempt to make available a multi-functional printer for professional use.

C. Private school telephone facilities shall be made available to teachers for their reasonable use during working hours. Long distance calls shall not be made on these telephones unless one of the following conditions exist:

1. The phone call is credited to the Teacher's personal credit card number.
2. The telephone call is credited to the Teacher's home phone number.
3. The charge for the telephone call is transferred to the person who is being called (collect call).
4. The phone call is for student/parent contact.

D. Adequate parking facilities shall be made available to teachers for their use with teachers required to use designated areas.

E. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board; yet, if such teacher's personal activities impair his/her ability to teach, impairs the teacher-student relationship, or disrupts the educational process, it shall be a matter of concern of the Board and action commensurate with the facts may be undertaken.

F. When in the opinion of the Superintendent of Schools or his/her delegated representative, it is necessary to close all schools, teachers will be notified minimally via telephone that they will not be required to report for work. In the event that someone cannot be reached (such as disrupted telephone service), in no way will the school be responsible for any additional compensation to any employee. Administration and Association will agree to a (voluntary) fanout list and listing of radio and television stations to be used for each school year by October 1 of each school year.

If all schools are closed by the Superintendent after classes have commenced, teachers will be permitted to leave after receiving permission from their Building Principal; except that teachers may not be retained beyond one (1)

hour after dismissal of students by the Building Principal.

1. Scheduled days of student instruction that are not held because of conditions not within the control of school authorities, and which must be made up due to state mandate shall be made up as follows:

   The Superintendent and Association shall mutually agree upon make-up dates.

2. In the event there is a change in the Michigan State School Aid Act wherein inclement weather days do not have to be made up, the language in Paragraph 1. above shall be void and the parties will abide by the language stipulated in Paragraph G. above.

G. Curriculum Development/Implementation.

The Board and the Association agree that teacher participation in curriculum development and core curriculum/curriculum implementation is a goal that will provide positive results for education of all children in the District.

1. All changes in existing instructional programs and proposed new instructional programs must be submitted to grade level representatives and department heads when exploring curricular issues.

H. Use of the District's Internet systems, computers or software is expected.

I. The District's Acceptable Use Policy will be submitted to the Association for comment before implementation. Aspects of the District's Acceptable Use Policy affecting terms and conditions of employment for bargaining unit members shall be subject to negotiation.

J. Site-based Decision Making/School Improvement Committee.

The Board and the Association agree that employee participation in decision making is a goal that will provide positive results for education within the District. Site-based Decision Making (SBDM)/School Improvement is a process for involving employees in decision making through joint planning and problem solving.

1. The SBDM process and/or School Improvement Plan shall not establish, nor be given by the Board, any authority to modify in any manner the scope or content of the collective bargaining agreement.

K. School Improvement Plans.

No School Improvement Plan (SIP) shall violate this Agreement.

L. Professional Development Committee

The District agrees to develop a Professional Development Committee. The committee will be assisting with the development of the Professional Development schedule and topics for the following school year. The tentative PD schedule and topics for the following school year will be provided to all teachers prior to the end of the current school year. PD topics will be determined by a variety of factors including: school improvement goals, state regulations and mandates, topics from the staff survey, and other relevant topics.

1. The PD Committee will consist of at least one PEA member from each building, and a representative(s) from the district.
2. The PD Committee positions will be chosen by the teaching staff at the first regular staff meeting of the year. Appointment will be for one (1) year.
3. PEA members on the PD Committee will be compensated at the district's hourly rate per Appendix B part C for work outside of the regular work day.

ARTICLE XI. CLASS SIZE

A. Grade Levels

Senior High

[Grades 9-12] - A maximum of 33 (thirty-three) students per academic classroom except where specified course limits have been established. In the case of classes with class limits based upon available workstations, the number of available workstations will be mutually agreed upon by the Administration and the PEA President or his/her designee by May 1, of each year. (See Appendix "E".) However, the Board will attempt to maintain an average of 30 (thirty) or less, per classroom District-wide.

Middle School

[Grades 6-8] - A maximum of 30 (thirty) students per academic classroom. However, the Board will attempt to maintain an average of 27 (twenty-seven) students, or less, per academic classroom.

Upper Elementary

[Grade 5] - A maximum of 29 (twenty-nine) students per academic classroom. However, the Board will attempt to maintain an average of 26 (twenty-six) students, or less, per academic classroom, District-wide.

[Grades 3-4] – A maximum of 27 (twenty-seven) students per academic classroom. However, the Board will attempt to maintain an average of 24 (twenty-four) students, or less, per academic classroom District-wide.

Lower Elementary

[Grade K-2] - A maximum of 25 (twenty-five) students per academic classroom. However, the Board will attempt to maintain an average of 22 (twenty-two) students, or less, per academic classroom, district-wide.

1. Should a split class (a class in which two grade levels are taught in a self-contained classroom) be necessary, a maximum of 23 (twenty-three) students will be maintained.

2. The foregoing standards are subject to modification for educational purposes such as specialized or experimental instruction (e.g., team teaching, physical education, band, and vocal music). NOTE: If additional classrooms become available and the Board accepts the Superintendent's proposal, the Board and the Association shall commence immediate negotiations concerning class size.

B. Children shall not be assigned to any classroom in larger numbers than the capacity of the teaching facilities available in the classroom.

C. Secondary teachers shall not be required to teach more than two (2) fields, or more than three (3) teaching preparation classes. A teaching preparation is defined as each course having a different text and/or title, or each course having the same title and using the same text, but offered to classes of differing ability and/or achievement levels such as English 8A or 8B.

Upon written notification to the Association, teachers may, at their option, consent in writing to a schedule necessitating more than three (3) preparations.

D. An involuntary assignment of an academic preparation for a teacher for one (1) semester only may be made where a class cannot be conducted except for the involuntary assignment. The purpose of this Paragraph is to enhance the educational opportunities of the students.

E. The Employer shall make a reasonable effort to apply for all available money for reducing class sizes and shall use said money exclusively to lower class sizes below the maximum allowed under this Agreement.

ARTICLE XII. VACANCY

A. Definition of "Vacancy"

A "vacancy" is defined for the purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days. Nothing contained herein shall require the filling of a vacant position.

B. Posting and Filling Vacancies

Vacancies occurring within the bargaining unit, including newly created positions, which the Administration decides to fill shall be emailed to all bargaining unit members, along with a copy of such posting to the

Association. Positions as described above should be posted prior to being filled. Bargaining unit members may apply for such positions. Said positions may be filled based on the following criteria

1) Effectiveness as measured under the performance evaluation systems.
2) Evidence of student growth
3) The teacher's demonstration of pedagogical skills, including at least a special determination concerning the teacher's knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content; and consistent preparation to maximize instructional time.
4) The teacher's management of the classroom, manner and efficacy of disciplining pupils, rapport with parents and other teachers, and ability to withstand the strain of teaching.
5) The teacher's attendance and disciplinary record, if any.
6) Significant, real event accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance.
7) Relevant special training. This factor shall be based on completion of relevant training beyond the requirement made by the district and state law and the implementation of said additional training into instruction in a meaningful way.
8) Subject to certification and years in subject area or grade level
9) Seniority will be used only as a tie breaker if two or more candidates are equal in all fields above.

C. Summer Months

During the summer months when regular school is not in session, the Employer will email to all bargaining unit members vacancies as above described and shall also be forwarded at the same time the Association. Application may be made in the same manner as above described. Likewise, these positions shall be filled on the same basis. It shall be the employee's responsibility to notify the Superintendent of any change in his/her certification.

D. Promotions

Promotion is defined in the Agreement, but without in any way modifying or restricting the full application of the Tenure Act, in appropriate circumstances, shall mean placement within a supervisory or administrative position. Bargaining unit members will have the opportunity to apply for these positions.

ARTICLE XIII. TRANSFERS

A. VOLUNTARY.

Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit, including grade/level and subject area moves as well as changes in buildings. Transfers to vacancies may be governed by the language above pertaining to vacancies. Other transfers will be governed by this section.

A request for a transfer may be submitted at any time in writing to the Superintendent who will provide a copy to the Association. The request shall specify the school, grade, subject/position sought. Requests for transfer by bargaining unit members wishing to switch positions may be granted. Subject to certification, a request for voluntary transfer may be granted unless the granting of same is inconsistent with the language pertaining to the filling of vacancies. Receipt of the request for transfer shall be acknowledged in writing by the Employer within five (5) working days. No bargaining unit member shall be discriminated against because of a request to transfer.

B. INVOLUNTARY.

An involuntary transfer should be used only when necessitated by the educational needs of the District or for other good causes; i.e., declining enrollment, shifting student population, or lack of teaching assignments. When an involuntary transfer is necessary, discussion with the teacher shall occur prior to the transfer. Teachers should be notified of all foreseeable involuntary transfers on or before being given their teaching assignments for the next school year. If unforeseen circumstances necessitate involuntary transfers after this date, teachers and the Pinconning Area Education Association will be notified as soon as possible.

1. When involuntary transfers are necessary, a teacher's area of competency, major and/or minor field of study, quality of teaching performance, and length of service in the School System should be considered, together with instructional requirements and staff availability in determining which teacher is to be transferred.

2. An involuntary transfer will be made only after a meeting between the teacher and the principals involved, at which time the teacher will be notified of the reasons for the proposed transfer.

3. Teachers who are involuntarily transferred will be transferred only to a substantially equivalent position. The term "substantially equivalent position" is construed to mean the same grade or grades previously taught or as close thereto as possible at the time of the transfer, and in no event outside the teacher's area of certification.

4. An involuntary transfer by the Superintendent will be rescinded if the teacher, who was involuntarily transferred, requests and is granted a voluntary transfer to any position before the first student instructional day of either semester, as determined by the high school calendar.

5. Involuntary transfers from one grade to another within the same building may be unavoidable, but shall be for good cause.

ARTICLE XIV. LEAVES OF ABSENCE

A. SICK LEAVE.

All teachers employed by the Pinconning Area School System shall be entitled to ten (10) sick leave days per year, cumulative to one hundred sixty-six (166) days. Teachers hired after March 15, 1995 may accumulate one hundred twenty (120) days. Teachers hired after June 30, 2008, may accumulate not more than ninety (90) sick leave days. Teachers hired after June 30, 2026, may accumulate not more than seventy (70) sick leave days at the end of any given school year. Teachers absent from duty on account of illness or other approved reasons as stated in this Agreement may draw from their accumulated sick days.

When a teacher has accumulated the maximum number of sick days allowed under the contract (e.g. 166 days if hired before March 15, 1995, 120 days if hired after March 15, 1995, and 90 days if hired after June 30, 2008, he/she shall receive their contractual ten (10) sick days in the ensuing school year. Half of the unused sick days remaining from those ten (10) sick days shall be transferred into the teachers' sick leave bank as described in Section E of this article with maximum cap on the sick bank of 166 days.

1. Personal illness shall be described and attested to by the employee through the completion of a sick leave form furnished by the school, upon the return of the employee to school.

2. During the term of this Agreement, all full-time and regularly employed part-time teachers covered by this Agreement shall be entitled to paid sick leave on a full participation or prorated basis in accordance with the following:

   a. Sick days are intended to be used in cases of personal illness and/or injury to the teacher, spouse, or unmarried minor children or dependent children.

   b. Elective surgery or treatment unrelated to preservation of health and which may be postponed to non-school year time are not covered by sick days.

   c. Teachers shall be informed of the procedure for accessing the district's automated substitute system. Teachers should make every effort to access the system at least one (1) hour before school is scheduled to begin to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

   d. Teachers will try to plan medical or dental appointments or treatments at a time other than the school day except in case of illness or emergency.

   e. The Board can require, at its expense, an examination of a teacher by a physician mutually agreed upon by the Board and the Pinconning Education Association when a situation develops in the opinion of the Superintendent that the teacher's pattern of absenteeism has a disruptive influence on the education of students. In the event that the physician's diagnosis indicates that the teacher is unable to provide reasonable attendance to the educational needs of the students, the Board reserves the right to place the teacher on an involuntary sick leave.

Once a teacher is placed on involuntary sick leave, he/she can return to work upon presentation of a doctor's release from his/her personal physician releasing him/her to resume work. The Board reserves the right to have the employee reevaluated by the Board's physician. A teacher's accumulated sick days and the sick leave bank may be

used while on involuntary sick leave.

B. ILLNESS IN FAMILY.

Leave of absence with pay, chargeable against the teacher's sick leave allowance shall be granted for

1. An illness of a person who is a member of the immediate family. Immediate family shall be defined as children not covered under Article XIV Section A Paragraph 2 b above: father, mother, brother, sister, mother-in-law, and father-in-law.

C. SICK LEAVE REIMBURSEMENT.

A teacher not using any sick leave days during the school year will receive Two Hundred Twenty Five Dollars ($225.00) at the conclusion of the fiscal year.

D. SICK LEAVE BANK.

To afford the maximum protection against a prolonged illness, the following Sick Leave Bank shall be established and each teacher shall participate as follows:

1. To qualify for the Sick Leave Bank, a teacher must be employed in the District for a period of one (1) years. At the time a teacher becomes eligible for the Bank, such teacher shall contribute one (1) sick day to the bank.
2. When the Sick Leave Bank balance falls below thirty-five (35) days, the Board will assess each teacher one (1) day of his/her accumulated sick leave days. One hundred percent (100%) of the teachers are required to participate, except those that are presently drawing from the Sick Leave Bank.
3. A Review Board will be established to grant or suspend sick days from the Bank. Its judgment and/or decisions will be final. The Review Board will consist of one (1) member of the Pinconning Area School Board or its representative, and two (2) members of the Pinconning Area Education Association. Under no circumstances shall a teacher serving on the Review Board be involved in reviewing his/her own application. In such a case, the Association will select an interim representative.

The parties acknowledge that information obtained during the review process is confidential and must not be disclosed to persons not having an interest in the review process. In no event shall information of a private character be disclosed without the express written consent of the person to whom the information relates.

Any records utilized during the review process containing medical information shall be kept in a separate file and remain strictly confidential.

4. Upon depletion of a teacher's own accumulated sick leave, he/she must file an application to participate in the Sick Leave Bank. The illness must be for three (3) consecutive days to be eligible for withdrawals unless it is related to a previous prolonged illness.
5. Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member of the Bank.
6. If it appears that an individual is abusing the above policy, the Review Board may direct said individual to be examined by a doctor of the Review Board's choosing to determine if the illness is valid.
7. At no time, as long as this is in the Contract, will the Pinconning Area Education Association ask the Board of Education to contribute any sick days.
8. The Sick Leave Review Board will consider all applications within the following guidelines:
   a. Upon approved application, withdrawals may be made for up to the balance of the school year, but in no event will the withdrawal exceed two-thirds (2/3) of the regular school year.
   b. A teacher who is receiving worker's compensation payments may use accumulated sick leave to supplement worker's compensation payments in an amount not to exceed the teacher's annual salary.
   c. The Sick Leave Bank cannot be used for elective or cosmetic surgery.

E. Funeral

1. Leave of Absence with pay, not chargeable against sick leave allowance described in Article XIX Section A shall be granted for the following reasons:
   a. A maximum of five (5) days per death for a death in the immediate family. Immediate family shall be

defined as husband, wife, children, stepchildren, mother, father, brother, sister, mother-in-law and father-in-law. Additional days at the discretion of the Administration.

2. Leave of absence with pay chargeable against sick leave allowance described in "A", shall be granted for the following reason:

   a. Maximum of five (5) days per death for the attendance at the funeral services of a person who is a brother-in-law, sister- in-law, son-in-law, daughter-in-law, and grandchild.

   b. A maximum of three (3) days per death for the attendance at the funeral services of a person who is a niece, nephew, grandparent, aunt and uncle.

   c. A maximum of one (1) day per year for the attendance at the funeral services of a person who is not covered above and providing 24-hour notice given.

3. Teachers will be entitled to a leave of absence of up to one (1) day, but not less than one-half (1/2) day, without pay, at their request for a funeral not covered by the provisions of the present Contract, and providing 24-hour notice is given.

4. Following the death of an individual indemnified in Section 1(a) or 2(a), an employee may request to meet with the appropriate administrator within two (2) weeks of the date of death to seek approval to postpone the use of bereavement leave for up to twelve (12) months. Any postponed bereavement leave shall be used solely for purposes related to attending services or addressing matters associated with the death.

F. JURY DUTY

Leave of absence with pay not chargeable against leave allowance described in Paragraph "A" shall be granted for jury service. The teacher must notify the Superintendent immediately after being called for jury service and present a letter to the Court asking to be excused or deferred from jury service because of teaching children. The request to be excused or deferred until the summer months. A copy of that letter needs to be sent to the Superintendent so that payment for jury services will be forthcoming. If a teacher serves on a jury, he/she will turn over pay received for time on jury if it coincides with a school day, and will receive his/her full teaching pay.

G. COURT APPEARANCE

Leave of absence with pay not chargeable against leave allowance described in Paragraph "A" above. Court appearance as a witness in any case connected with the teacher's employment at the school, or whenever the teacher is subpoenaed to attend any proceeding. Witness fees shall be turned back to the Pinconning Area Schools.

H. VISITATIONS, CONFERENCES AND CONVENTIONS

Upon proper application and approval by the Superintendent, teachers will be allowed to visit other schools for attendance at educational conferences or conventions.

I. ASSOCIATION BUSINESS

Nine (9) days per year shall be granted with pay for Association business. The Association agrees to pay for all substitutes for any Association business.

J. BUSINESS DAYS

Personal Business is defined as an activity that requires the teacher's presence during the school day.

1. Four (4) days per year shall be provided to each teacher other than a substitute as leave for business reasons. Three days will be granted in the present year. Up to two days may be carried over into the next school year. In no event will the teacher have more than five (5) business days at his/her disposal in a given year.

2. Unused business days will be credited to the teacher's accumulated sick leave unless carried over under Section K (1).

3. Business days will be granted provided application for personal business days have been applied for at least one (1) week in advance. However, on short notice (less than one [1] week) business days will be granted provided a satisfactory replacement can be obtained.

4. Business days shall not be approved during the last five (5) student days of the school year.

5. Limit: Not more than eight (8) teachers shall be granted any one (1) day.

6. Procedure:

   a. Business days will be granted in order of applications received (effective date is the date the Principal signs the leave request).

   b. If there are more requests received for the same day that goes over the eight (8) allowed per day, then seniority shall be used to determine granted days prior to twenty (20) working days before the leave date. Thereafter, days shall be granted according to date received. If two (2) or more individuals apply for the same date, then seniority shall be the determining factor.

K. SHORT-TERM LEAVE

A short-term leave, without pay, may be applied for and shall be granted for up to a total of three (3) school days per school year upon proper application by the teacher.

1. Leave time cannot be taken in less than whole day segments.

2. Leave time cannot be taken during the first week of the school year, the last week of the first semester, the last two (2) days of attendance for seniors, or the last three (3) days of the teacher's work year.

3. All leaves under this section must be applied for and approval received seven (7) calendar days before the leave is to commence.

4. No more than four (4) teachers may be off on a short-term leave on any one workday.

L. STUDY AND RESEARCH LEAVE

A leave of absence without pay may be granted upon approval for the purpose of study and research. Upon expiration of said leave, a teacher will be placed on the staff in any position for which he/she is certified, if an opening exists. A teacher shall return from such leave with the same seniority and sick leave accumulation as when the leave was granted. In order to apply for leave, a teacher must be on tenure and have a minimum of three (3) years' seniority in the system.

Teachers who have been granted a study or research leave, will take graduate courses no less than (6) semester hours per semester, and will attend two (2) full semesters. For the writing of a dissertation and other special projects, the above can be waived by approval of the Administration.

M. SENIORITY LEAVE

A teacher who is on tenure and has a minimum of three (3) years seniority in the system, may apply for and shall be granted a leave of absence without pay for no longer than one (1) year. This type of leave of absence shall be granted only from the first day of school until the end of the same school year. Such leave shall be requested by July 1st.

A teacher on a seniority leave must reapply in writing for reemployment for the following year to the Superintendent no later than April 1st. If written notification is not received by April 1st, said employee's contract will automatically be terminated. The most recent evaluation effectiveness rating will be a deciding factor for reinstatement.

N. SABBATICAL LEAVE

Section 380.1235 of the Revised School Code allows the Board to grant a sabbatical leave to teachers holding Life, Permanent, or Continuing Certificates, who have been an employee of the District for a period of seven (7) consecutive years. Section 380.1235 limits the leave to two (2) semesters and provides that upon return the teacher shall be restored to his/her position, or a position of like nature, seniority, status and pay.

1. Subject to applicable Michigan Statutory provisions and any amendments thereto, the Board may grant sabbatical leaves for study, at one-half (1/2) base pay, providing:

   a. Not more than one (1) teacher in the school system shall be absent on sabbatical leaves at any one time.

   b. Requests are made in writing to the Superintendent on or before February 1 of the school year proceeding the school year for which the leave is sought.

   c. The teacher shall agree to remain in the employment of the District for a period of not less than one (1) year following his return from sabbatical leave.

d. The employee on sabbatical leave will be required to file three (3) reports with the Superintendent. One report shall be presented during the sabbatical containing ideas and objectives which may be utilized upon returning to the school system. One report each semester will be submitted during the year after the person returns from his/her sabbatical.

e. Teachers who have been granted a sabbatical leave shall be required to take a minimum of ten (10) semester hours for two full semesters. For the writing of a dissertation, the above hours may be waived by the Superintendent.

f. Approval by the Board will be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave. Upon return, the teacher shall be entitled to advance to the next level of the salary schedule providing all requirements of the sabbatical leave policy have been fulfilled satisfactorily.

g. During the sabbatical leave, the sick leave policy will not apply. Sick leave days shall not accrue, but unused sick leave days held at the start of the sabbatical leave shall be reinstated.

O. Parental leave

Parental leave is available to all teachers during the normal school year.

1. A leave of absence chargeable to sick leave shall be granted for a period of up to forty (40) working days.

2. A child care leave is available for male or female teachers, without pay or without paid benefits, for the remainder of the semester the pregnancy or adoption occurs in or for the remainder of the school year if desired.

3. A teacher having been duly granted a child care leave must, to retain his/her rights with the School District, apply for reemployment on or before April 1st prior to the school term for which reemployment is desired.

4. Teachers may use 3 Parent leave Days within two (2) weeks following the birth or adoption of a child. Two (2) additional days may be requested from the teacher's sick bank. A request must be sent to the Business Director with the birth/ adoption date and day's requesting parental leave. The five (5) Parent Leave Days may be used once per rolling calendar year.

P. PEACE CORPS LEAVE

A leave of absence will be granted for up to two (2) years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in this Agreement. Such teacher, in order to take advantage of this subparagraph must make application for reemployment with the District within ninety (90) days after discharge from the Peace Corps; and provided, further, that such teacher reports for his/her teaching assignment at the outset of the semester immediately following such application for reemployment.

Q. ASSOCIATION OFFICE LEAVE

Teachers who are officers of the Association, or are appointed to its staff, may upon proper application be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to his/her rank.

R. MILITARY LEAVE/MILITARY FAMILY LEAVE ENTITLEMENTS

Military leaves without pay shall be granted to teachers, who are drafted into military service in any branch of the armed forces of the United States within the meaning of the Selective Service Act of 1967, herein called the Act or a similar Federal law in the time of National Emergency.

Such teacher must return to his/her teaching duties at the end of his/her first tour of duty and shall be given the benefit of any increments and such leave allowances which would have been credited to them had he/she remained in active service with the School System; provided, however, that such teacher shall make application for such reemployment within ninety (90) days after honorable separation from the Armed Forces, and provided further that such teacher reports for his/her teaching assignment at the outset of the semester immediately following his/her application for reemployment. The above provision applies to persons who qualified for a Michigan Regular Teaching Certificate prior to active military service, and was an employee of the Pinconning Area Board of Education at the time he/she was drafted into the military.

The Board of Education provides military leave, reemployment, and other rights as established by the Federal Uniformed

Services Employment and Reemployment Rights Act (USERRA) and State law.

Employees may contact the U.S. Department of Labor or the Michigan Department of Military and Veterans Affairs to obtain more information regarding their rights under these statutes.

This language is intended to comply with the service person's rights under USERRA and State law. To the extent there is any conflict, the USERRA, State law and their regulations prevail.

S. PUBLIC OFFICE LEAVE

A teacher elected or selected for a full-time public office which takes him/her from their teaching duties with the School System shall, upon prior written request, receive a leave of absence without pay for the terms of such office, or three (3) years, whichever is less.

It is recognized that teachers have the right to serve in, or be elected to public office, less than full-time. However, such services shall not be permitted to interfere with the educational process of any teacher's contractual obligation of employment.

All paid leaves of absence will include paid benefits per Contract.

T. FAMILY AND MEDICAL LEAVES

Upon request, the employer shall grant unpaid leave for eligible teachers in accordance with the Family and Medical Leave Act (FMLA) of up to twelve (12) weeks during any 12-month period for the purposes permitted by the FMLA. Such purposes include:

1. The serious health condition of the teacher; or
2. The serious health condition of the teacher's spouse, parent, parent-in-law, domestic partner, grandparent, or child; or
3. The birth of a child; or
4. The placement of a child for adoption or foster care.

Child includes any individual under 18 for whom the teacher serves in loco parentis; a child over 18 who is incapable of self- care because of physical or mental disability; or a biological, adopted, stepchild, legal ward, or foster child.

To be eligible for a FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12-month period, and meet any other eligibility criteria of the FMLA for the particular type of leave.

Upon return from the leave, the teacher shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

The Pinconning Area School District will also permit the following additions to the FMLA:

1. The teacher shall have the option of first using accrued paid sick leave during the leave. The remainder of any leave time will be unpaid. Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.

2. Seniority will continue to accrue during the leave. The employee shall have the right to take the leave on a reduced or intermittent schedule.

3. Whenever practicable, the teacher will provide the Administration at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request; the expected beginning date; the expected ending date; and whether or not the teacher intends to use paid leave for any part of the leave.

ARTICLE XV. TERMINAL LEAVE

A. Eligibility will be governed by the following:

1. He/she must have eleven (11) or more years of service with the Pinconning Area Schools.

2. A teacher, who leaves the System before qualifying for terminal leave payments, shall forfeit all rights for payment. If a teacher is granted a leave of absence for one semester or more, then he/she shall not accumulate terminal payment time during the leave. However, time accumulated before or after a return from leave shall be considered terminal leave accumulated time.

B. Terminal leave pay shall be computed as follows:

1. Fifty Dollars ($50.00) shall be paid for each year of service up to a maximum of thirty (30) years.

2. The Board will pay Sixty Dollars ($75.00) for each day of accumulated sick leave.

3. In the event of death, all terminal leave benefits accumulated shall be paid to the teacher's designated beneficiary.

C. Terminal leave shall be paid in one of the 403 (b) options that are available through the District.

Article XVI Teacher Evaluation

A,. Beginning with the 2024-2025 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes

a. The teacher, with the support of their evaluator, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data

B. Process:

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
   a. A teacher will be notified no later than September 15th of each year who the administrator will be that conducts the year-end evaluation. If no notification is provided by September 15th of each year, that teacher shall not be evaluated. Administration designation may change due to extenuating circumstances, as long as they are agreed upon and supported by the PEA president.
   b. Formal lesson plans, as required to be submitted for the evaluation process, can only be required to be submitted on the day the teacher is being observed to comply with the provisions of this section. However, the Administration may request an informal lesson plan at any given time.
   c. the observation shall be no less than thirty (30) consecutive minutes. Unless the teacher was rated "needs support" in the previous year or as indicated in the IDP, then said teacher will be evaluated for forty-five (45) consecutive minutes.
   d. There shall be notice of each planned observation date given to the teacher at least (2) school days prior to the observation. If the observer is unable to make the observation, the teacher will be given another two day notice of the new date of the observation. No observation should take place (1) days before or (1) days after returning from a district scheduled day off or break.
   e. The post evaluation meeting shall be held no later than ten (10) calendar days after the observation occurred. During this meeting any and all areas of improvement must be marked on the rubric and the teacher must be notified of areas of improvement.
   f. Due to the structure of co-taught classes and the issues that may arise with responsibility and data collected, observations should only take place in a co-taught class if there are no other options available.
   g. There shall be at least 2 Formal classroom observations (one unscheduled and one scheduled) of a teacher in each school year the teacher is evaluated that are conducted at least forty (40) days apart. The first observation and post-observation meeting shall occur no later than December 15 of each school year. The late observation and post-observation meeting shall occur no later than May 15th of each school year.
   h. Probationary teachers will also have one (1) walkthrough evaluation as well. That can occur between the first and second formal evaluations.

2. If a tenured teacher has been rated "Highly effective" for three (3) consecutive year- end evaluations from 2022-2024 or "Highly Effective" or "effective", after 2024 shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
3. Any non-compliance with the evaluation process as described above shall be subject to the grievance process. Which can result in an "effective" rating for the year.
4. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
    a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
    b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
        i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
        ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
5. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XX. However, the performance evaluation system must not allow for a review as described in this subdivision more than twice in a 3-school-year period.

ARTICLE XVII. PERSONNEL FILE

A. Employees will be notified when any substantiated complaint, evaluation or record of discipline is placed in employee files.

B. Documents will be initialed and dated by employee and administrator. A copy of said document shall be provided to the employee. (Initialing does not reflect employee agreement with the contents of said documents.) Failure of employee to initial does not invalidate the document.

C. The teacher shall have the right to inspect and answer any material files and his/her answer shall be attached to the file copy, provided the answer meets statutory requirements.

D. Confidential university files, and/or those from placement agencies will be maintained in separate files and retained in the Superintendent's office.

E. A teacher may request the removal or correction of records contained in the personnel file four (4) years after the date the records were placed in the file, provided that there has been no reoccurrence during that time period.

ARTICLE XVIII. COMPLAINTS/DISCIPLINE

A. A teacher may request to have present a Representative from the Association at any meeting at which the teacher reasonably believes may result in discipline or when he/she is being reprimanded, warned, or disciplined for any infraction or discipline or delinquency in professional performance. The Administration will so advise the teacher to have his/her Building Representative present when a written reprimand is to be given. When a request for such Representative is made, no action shall be taken with respect to the teacher until such Representative from the Association is present.

B. No teacher should be reprimanded or disciplined in front of students. All information forming the basis for disciplinary action will be made available to the teacher and the Association upon request.

C. Any unsatisfactory behavior observed outside the classroom setting should be reduced to writing and discussed with the employee in a personal conference.

D. Any verbal complaint which provides sufficient facts to indicate possible impropriety, misconduct, or performance deficiencies by the teacher shall be, to the extent permitted by law, promptly called to the teacher's attention within five (5) business days, unless otherwise agreed to by the Association President and Administration.

All written complaints, to the extent permitted by law, shall be promptly discussed with the teacher and/or requested Association Representative within five (5) business days, unless otherwise agreed to by the Association President and Administration.

If any complaint is found to be unsubstantiated, the investigating Administrator shall prepare a written statement detailing the nature of the complaint and its disposition; the unsubstantiated complaint shall be kept in a separate, segregated file.

No record of any unsubstantiated complaint shall appear in a teacher's personnel file.

ARTICLE XIX. PROTECTION OF TEACHERS

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it is apparent to both the regular teacher and the Principal that a particular pupil needs special attention or treatment, the principal will seek the appropriate assistance of skilled personnel.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense if the teacher is acting in accordance with School Board Policies.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

E. When a teacher is injured in the course of his/her employment with the school system, all medical, surgical and hospital care and other benefits as provided by Worker's Compensation will be furnished by the Board.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

G. The school and the Association agree that neither shall use polygraph or lie detector devices in any investigation of any teacher.

H. Compensation for damage to a bargaining unit employee's automobile while on school property, which is not the bargaining unit employee's fault, and can be proved to be incurred as a result of the bargaining unit employee's job responsibilities, shall be limited to the amount deductible of the employee's car insurance: not to exceed $750 dollars per incident of claim

ARTICLE XX. REVIEW COMMITTEE

The Board representatives agree to have meetings during the school year with the Pinconning Area Education Association Committee that is appointed by the Board of Directors of the Association, to discuss problems not covered by the provisions of this Contract; said meetings and problems pertaining to the Pinconning Area Schools must be agreed to by mutual consent of the President of the Board of Education or his/her representative and the President of the Pinconning Area Education Association or his/her representative. Reasonable advance notice must be given.

ARTICLE XXI. GRIEVANCE PROCEDURE

A. DEFINITION:

1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been to him/her a violation, misinterpretation, or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by the Tenure Act or prohibited by law.

2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.

3. Information that is germane to processing and handling of grievances shall be made available to the officers of the Association upon request.

4. Teachers, who are on an approved leave of absence, shall be entitled to file a grievance when there is a violation of the leave section.

5. A grievance can be advanced to Level Four or Five only by the Association.

6. Failure of either party to resolve the grievance at Levels One and Two of the Grievance Procedure shall result in automatic advancement to the next level.

B. PROCEDURE FOR HANDLING

1. **Level One** - When the teacher feels that he/she has a grievance, he/she and/or his/her representative must first inform the Principal of the School within ten (10) working days following the act or condition which is the basis of his/her grievance, of the facts supporting the grievance and the provisions of the Master Agreement alleged to be violated who will attempt to resolve it with him/her. If the grievance does not fall within the total purview of the Principal, then the Principal will indicate that the grievance may be taken directly to the Second Level - Superintendent's Step.

   a. Within five (5) working days of the notification of the grievance the Principal shall arrange a conference to resolve the grievance. The teacher may appear personally or he/she may be represented by an Association representative, or both.

   b. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.

   c. If this fails to resolve the grievance, the Grievance Committee/Individual shall reduce the grievance to writing, specifying the section of the Contract he/she alleges is violated, the events that caused the alleged violation, and the remedy he/she seeks within five (5) working days following the meeting with the Principal to resolve the original notification.

   d. Within five (5) working days of receipt of the written grievance, the Principal shall arrange a conference; the teacher may appear personally or he/she may be represented by an Association representative, or both.

   e. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.

   f. Within five (5) working days after such conference, the Principal shall answer such grievance in writing.

   g. If the Association does not accept the Principal's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to him/her within five (5) working days from the date of the Principal's written decision.

2. **Level Two** - Superintendent

   a. Within five (5) working days of receipt of the written appeal, the Superintendent or his/her designated representative will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.

b. Within five (5) working days, the Superintendent, or his/her designated representative shall answer such grievance in writing.

3. **Level Three** - Board of Education

a. If the Association does not accept the Superintendent's written answer, the grievance may be appealed to the Board of Education by sending such notice in writing within five (5) working days from the date of the Superintendent's written decision.

b. Within five (5) working days of receipt of the written appeal, the Board of Education, or its designated representative, shall arrange for a conference to resolve the grievance. Physical presence of the grievant shall be required at the Board meeting level.

c. Within five (5) working days of the conference, the Board of Education, or its designated representative, shall answer such grievance in writing.

d. Such answer shall be final and binding unless appealed to the next step within thirty (30) days from the date of the Board of Education's written decision.

4. **Level Four** - Mediation/Arbitration

a. In the event such answer is not acceptable to the Association, they may at their option appeal the grievance to the State Mediation Service and/or binding arbitration by notifying the Superintendent of Schools. An Arbitrator may be selected through mutual agreement.

5. **Level Five** – Arbitration

a. The party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the dispute to be arbitrated and must file said notice within thirty (30) days.

b. Within five (5) working days from the receipt of such notice, the other party shall notify the first party of its statement. The impartial arbitrator shall be selected from a list provided by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing.

c. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall he/she consider it his/her function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in its practical or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. Past practice of the parties interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, which is in effect a modification (whether by addition or detraction) of written terms of this Agreement. The Arbitrator has no obligation or function to render a decision or not to render a decision merely because in his/her opinion such a decision is fair or equitable or because in his/her opinion it is unfair or inequitable.

d. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same as set forth in the Article (Grievance Procedure), the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether he/she will hear the case upon its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a decision on the merits unless the parties mutually agree otherwise.

e. Within thirty (30) days after the close of the hearing, or the date of filing Post Hearing Briefs if so desired by either party, the Arbitrator shall issue his/her decision which shall be final and binding.

f. Wherever used, the singular shall include the plural.

g. The fees and expenses of the Arbitrator, cost of transcript (if one is requested by the Arbitrator), and cost of

the hearing room shall be borne by the loser of the grievance. All other expenses incurred shall be paid by the party incurring them.

h. All arbitrable grievances which are submitted to arbitration shall be heard, if possible, simultaneously or consecutively by one arbitrator.

i. An extension may be granted in any step of the Grievance Procedure by mutual consent.

ARTICLE XXII. NO STRIKE

The Association agrees that its officers and representatives shall not authorize, instigate, cause, aid, encourage, or ratify, nor shall any member take part in any strike or stoppage of work or any other interruption of activities in the school system. The Association officers shall promptly disavow any such activities by members of the Association in the school system.

ARTICLE XXIII. MISCELLANEOUS PROVISIONS

A. The Board recognizes that the acceptable criteria of professional behavior are the National Education Association Code of Ethics.

B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

C. The Board of Education will make sure the PEA contract is available online and all PEA members will have access to the surrender bargaining agreement and the ability to print the contract using school resources if desired.

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

E. By mutual consent, any portion of this Agreement may be reopened for negotiations.

F. If the District determines that actual or projected costs of operation will cause the District's fund equity reserves to fall below
$150,000 through no direct action of the Board, the parties agree to immediate negotiations to address the financial situation.

G. The PEA recognizes that specifically identified articles within this collective bargaining agreement are currently unenforceable as applied to bargaining unit members covered by the Michigan Teacher Tenure Act and therefore will not pursue grievances or disputes regarding those articles that are known to be unenforceable as a result of the4 PA 100 -103 (HB 4625, 4626, 4627, 4628) legislation which was signed into law on July 19, 2011.

H. Each collective bargaining agreement entered into between a public employer and public employees under this act after March 16, 2011 shall include a provision that allows an emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. Provisions required by this subsection are prohibited subjects of bargaining under this act.

ARTICLE XXIV. WAIVER CLAUSE

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subjects or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Any changes that appear in the new Contract except those mutually agreed upon, shall be considered a typing error and shall revert back to the signed statement.

ARTICLE XXV. DURATION OF AGREEMENT

The Agreement shall be effective as of July 1, 2026 and shall continue in effect until June 30, 2029.

PINCONNING AREA SCHOOLS BOARD OF EDUCATION

Brad Dubay, President — Date 9/30/26

Andrew Kowalczyk, Superintendent — Date 9-28-26

Hunter Skorczewski, Business Director — Date 9/28/26

PINCONNING AREA EDUCATION ASSOCIATION/MEA-NEA

Negotiator — Date 9/25/26

Negotiator — Date 9/25/26

Negotiator — Date 9/25/26

Negotiator — Date 9/25/26

Negotiator — Date

APPENDIX A

Part-time teachers will receive twenty percent (20%) of all benefits and pay for each hour of teaching as follows:

1 Hr of Teaching - 20%
2 Hrs of Teaching - 40%
3 Hrs of Teaching - 60%
4 Hrs of Teaching - 80%
5 Hrs of Teaching - 100%

For example, if a teacher was scheduled to teach three (3) hours, then that individual would receive 60% of salary, 60% of insurance and other benefits, and ten (10) part-time sick days [same as amount of hours worked].

2026-2027			
Steps	BA	MA BA+35	EDS MA+35
1	$46,438	$48,933	$50,974
2	$48,595	$51,411	$53,574
3	$51,275	$54,112	$56,328
4	$53,975	$56,881	$59,249
5	$56,688	$59,771	$62,345
6	$59,420	$62,897	$65,627
7	$62,168	$66,213	$69,105
8	$65,039	$69,725	$72,793
9	$70,287	$73,713	$76,602
10	$74,236	$77,871	$80,937
11	$78,525	$82,314	$85,497
12	$80,175	$83,964	$87,147

2027-2028			
Steps	BA	MA BA+35	EDS MA+35
1	$47,938	$50,433	$52,474
2	$50,095	$52,911	$55,074
3	$52,775	$55,612	$57,828
4	$55,475	$58,381	$60,749
5	$58,188	$61,271	$63,845
6	$60,920	$64,397	$67,127
7	$63,668	$67,713	$70,605
8	$66,539	$71,225	$74,293
9	$71,787	$75,213	$78,102
10	$75,736	$79,371	$82,437
11	$80,025	$83,814	$86,997
12	$82,675	$86,464	$89,647

2028-2029			
Steps	BA	MA BA+35	EDS MA+35
1	$49,438	$51,933	$53,974
2	$51,595	$54,411	$56,574
3	$54,275	$57,112	$59,328
4	$56,975	$59,881	$62,249
5	$59,688	$62,771	$65,345
6	$62,420	$65,897	$68,627
7	$65,168	$69,213	$72,105
8	$68,039	$72,725	$75,793
9	$73,287	$76,713	$79,602
10	$77,236	$80,871	$83,937
11	$81,525	$85,314	$88,497
12	$84,675	$88,464	$91,647

SALARY SCHEDULE

A. Previous Experience

Credit for experience outside the school system shall be evaluated on an equitable basis by the Board and credit may be allowed on an equitable basis whenever the prior service of the teacher is deemed satisfactory. Full credit may be given for degree teaching experience up to five (5) years. Teachers may be advanced one (1) step on the salary schedule for between one (1) and three (3) years of active military service and two (2) steps if active military service exceeds three (3) years. This provision applies to individuals who qualified for a Michigan Regular Teaching Certificate prior to active military service. Credit for experience in a related field may be granted.

B. Salary Steps

Increments become effective with the initiation of employment following July 1 of each year. Advancement under the salary schedule will be automatic as of September 15th or February 15th following completion of academic or professional courses and an official transcript is in the Business Office.

C. Extra Hours

A payment of Twenty-Five Dollars ($25.00) per semester hour will also be made for all hours directed toward a Master's degree and other hours approved in advance by the Superintendent in excess of eighteen (18) hours beyond a Bachelor's degree. Payment is limited to $350.00.

Twenty-Five Dollars ($25.00) per semester hour will also be paid for approved hours beyond a Master's degree and/or Educational Specialist degree. An $800.00 maximum shall apply.

D. Longevity

An annual payment of One Thousand Five Hundred Dollars ($1500) will be paid to all teachers who have completed 15 years of employment as a teacher in the district and were hired prior to July, 1, 2016. This payment will begin in the teacher's 16th year of employment.

APPENDIX B Extra-Curricular Salary Schedule

A. Salary Schedule
All coaches will be paid at the following rates and placed in the following classifications:

Other Activities	
National Honor Society	800
SADD/Post Prom	1,015
S.A.E.	755
Assistant Band	1,248
Renaissance	443
HS Assistant Robotics	1,248
MS Robotics	780
8th Grade Cheerleading Sponsor	755
Student Council	
Middle School	703
Elementary	443
Class Sponsors	
8th Grade Sponsor	468

9th Grade Sponsor	547
10th Grade Sponsor	547
11th Grade Sponsor	1,327
12th Grade Sponsor	1,327

Class I Head Football, Head Basketball, Head Baseball, Head Softball, Head Track, Head Wrestling, Head Volleyball, Drama, Extra Duty Band Director, and Head Soccer

Class II Head Golf, Debate/Forensics, Yearbook and Cross-Country, HS Robotics, Head Cheerleading, High School Student Council, Pom Pom Coach, Esports (full year), Bowling Coach

Class III All Varsity Assistants, including coaches of Junior Varsity teams; Assistant Drama, Assistant Cheerleader, and all Freshmen Coaches

Class IV Middle School Basketball / Volleyball / Track coaches, and Mock Trial

Schedule

	1st yr	2nd yr	3rd yr	4th yr	5th yr
Class I	$4,125	$4,233	$4,336	$4,448	$4,551
Class II	$3,391	$3,500	$3,600	$3,700	$3,800
Class III	$2, 985	$3,067	$3,175	$3,288	$3,391
Class IV	$2,116	$2,148	$2,351	$2,354	$2,457

B. Pinconning Staff each an extra $200 for coaching Class I, II, III, or IV team.

All Payments will be made on a separate check for longevity, Department Head, Cash-in-lieu, and activities listed under Appendix B excluding section E.

C. Additional Responsibilities

Positions requiring additional responsibility and attendance at numerous functions over and above that required of normal teaching load:

1. Staff members serving as School Improvement may be paid $24.00 per hour for District approved time.

D. Elementary Split

1. An elementary teacher assigned a split classroom (two grades in one class) shall receive an additional 1/6 of his/her salary.

E. 6th Assignment/Summer/Hourly/Counselors

1. Work over and above the regular school day at the rate of $42.00 per hour.
2. 6th Assignment: A sixth (6th) assignment to a teaching position shall be pro-rated to one sixth (1/6) of the teacher's salary.
3. Summer Teaching: Guidance and Adult Education shall be paid $35.00 per hour.
4. Teacher Sub: Teachers used as subs will be paid $42.00 per hour.

5. Counselor Hours
Counselors that are asked by the Administration, and agree to work up to forty (40) hours after the regularly scheduled school year ends, shall be paid at the hourly rate as listed in Appendix "B", Section D, Item 2. A time sheet will be required to be completed by the Counselor(s) and signed by the Building Principal and is not to exceed forty (40) hours per pay period.
Board will try to keep MS/HS Counselor to Student ratio as close to 1:300, but will be required to hire if the Counselor to Student ratio become 1:400

6. Counselor Days: Counselors, when working ten (10) days prior to the regularly scheduled start of the school year, shall be paid on a per-diem rate based on his/her current annual salary for the upcoming school year, based upon the number of business days for the upcoming school year, working a seven (7) hour day per Article VI, Section B, Item 4 (b) of the Master Agreement.

F. Department Heads

1. Department Heads will be utilized by Pinconning Area Schools.
2. The Department Head positions will be posted annually and Pinconning Education Association members will receive consideration upon submitting a written application to the building principal.
3. Appointment will be for a period of one (1) year.
4. Department Heads will be required to work on tasks (outside of regular work day) related to the position on average of 4 hours a month.
5. Department Heads shall be paid $50.00 per hour. hours are to be documented and submitted to the building Principal for reimbursement on at least a semester basis.

APPENDIX C

A. Tutorial Position

The pay rate will be $24.00 per hour.

Tutorial position will be added to the bargaining unit, but will not gain seniority unless they teach a minimum of 5.5 hours per day and a minimum of 120 days. Fifty percent (50%) of teacher benefits will be paid by the Board, as per the Master Agreement, if the individual opts to pay fifty percent (50%). Five (5) sick days per year will be allowed.

Tutorial positions are meant to be temporary. For example, a position created from grant money in which funding may fluctuate from year-to-year. Tutorial positions are designed to enhance and not displace regular classroom instruction. The part- time teacher is hired to teach at least one (1) but not more than five (5) regular education courses. The tutor is not teaching any regular education course that is a part of the regular curriculum.

Title I and Digital Literacy teachers will be placed on the regular Appendix "A" teaching pay scale. Teachers teaching less than a full schedule will be considered a part-time teacher per the contract. Part-time teachers will not be eligible for the insurance in-lieu payment.

B. Mentor Teachers

1. Mentors will be assigned to Pinconning Area School's probationary teachers.

2. Mentorship will not be restricted to members of the Pinconning Area Education Association.

3. The mentor position will be posted, and the Pinconning Education Association members will receive consideration upon submitting a written application to the building Principal. Appointment will be for a

period of one (1) year.

4. Mentors will have at least five (5) years of teaching experience on the K-12 level, and will, in most cases, possess certification in the same area(s) as the probationary teacher.

5. Mentors from within the Pinconning Area Education Association bargaining unit will receive reimbursement at the rate of $45.00 per hour for each hour of consultation and observation — such hours are to be documented and submitted to the building Principal for reimbursement on at least a semester basis. It is anticipated that most mentorships will require twenty (20) clock hours of consultation and observation per year. If it is anticipated that reimbursable hours will exceed twenty (20) clock hours, prior approval must be given by the building Principal. The mentor shall be in attendance at all IDP meetings.

6. The mentor teacher will receive approved reimbursement from the School District for additional time and training.

7. The building Principal will assign mentorship no later than thirty (30) school days from the commencement of the school year.

8. Either the mentor, probationary teacher or the Principal may request a change in mentor assignment at any time during the probationary period.

9. The role of the mentor teacher shall be formative in nature. The mentor shall not participate in the evaluation process. Michigan Department of Education (MDE) Guidelines govern the Mentor Teacher Program for the District.

10. The probationary teacher may receive released time for in-service training to satisfy the fifteen (15) day requirement, but may also be assigned non-reimbursable training days so long as mileage, conference fees, and other expenses are borne by the School District.

APPENDIX D Fringe Benefits

A. Term Life Insurance

The Board agrees to pay the premium for a $40,000 Term Life Insurance policy for all teachers in the system for the life of this Contract.

B. Health Insurance

The Board agrees to furnish Pinconning Area Schools health insurance for a full twelve (12) month period for each year of this Agreement for the bargaining unit member and his/her eligible dependents. The Board shall be subject to the rules and regulations of the carrier.

C. Employee Health Contribution

Pinconning Area Education Association / MEA-NEA approved to pay10% of their premium for BCBS/BCN HDHP medical, MESSA dental, vision, life & long term disability. Rates will vary accordingly between full family, two-person, & single subscriber.

1. Employee Deduction: The employee contributions for all bargaining unit members electing health insurance shall be deducted from the employee's biweekly payroll check over eighteen (18) pays during the school year.

4. Section 125: The Employer will provide a qualified Section 125 Plan through payroll deduction for employees who may elect to use pre-tax dollars for the employee's share of health insurance.

D. Cash In Lieu

Teachers in the District who are covered by a health insurance program may participate in the Cash-In-Lieu. Cash in-lieu payment is a set amount of $4,500. To be eligible for this payment, the teacher must provide the District with proof of coverage, on a spouse's employer plan &/or coverage via an affordable plan, during the annual open enrollment period.

1. Employees who previously received health insurance and cease such coverage during Open Enrollment shall receive Cash- In-Lieu as defined above to be paid in December. An employee who recommences health

insurance before August 30 of the following year shall repay to the District a prorata amount as to the extent permitted by law.

E. Qualifying Event

Any employee, no longer covered under a health insurance, will be allowed to be reinstated under the Board's present policy. In order to be eligible, the employee must notify the school district within three (3) weeks of the qualifying event. The coverage will begin within forty-five (45) days after the paper work is submitted to the School District.

F. Employee Deduction Insurance Schedule for

Option 1 MESSA Choices 500/1000

Medical:
MESSA Choices with a $500/$1000 deductible
0% co-insurance
$20/$20/$20 for OL/OV/SV co-pay
$25/$50 UC/ER co-pay
3Tier RX Coverage

Long Term Disability: 50% of Max Eligible Salary, Maximum Monthly Benefit $3,500. The district will provide a 90 calendar day modified fill long term disability insurance through the district's insurance provider at that time.

Life Insurance: $40,000 with $40,000 Accidental Death & Dismemberment.

Dental: Delta Dental
100%/90%/90% Class I, II, III
Annual Maximum $2,500.00 Class
IV Lifetime Maximum $3,500.00
Two Cleanings per year
Sealant – yes; No adult orthodontics

Vision: VSP3 Plus 250 CL

Option 2 MESSA ABC Plan 1

Medical:

MESSA ABC Plan 1 includes a $1400/$2800 HSA Qualifying High Deductible

0% co-insurance

$0/$0/$0/ for OL/OV/SV co-pay

$0/$0/$0 UC/ER co-pay

3 Tier Rex coverage

Long Term Disability: 50% of Max Eligible Salary, Maximum Monthly Benefit $3,500. The district will provide a 90 calendar 5 day modified fill long term disability insurance through the district's insurance provider at that time.

Life Insurance: $40,000 with $40,000 Accidental Death & Dismemberment.

Dental: Delta Dental
100%/90%/90% Class I, II, III
Annual Maximum $2,500.00 Class
IV Lifetime Maximum $3,500.00
Two Cleanings per year
Sealant – yes; No adult orthodontics

Vision: VSP3 Plus 250 CL

Option 3 MESSA Choices 500/1000 and 5 tier

Medical:
MESSA Choices with a $500/$1000 deductible
10% co-insurance
$20/$20/$20 for OL/OV/SV co-pay
$25/$50 UC/ER co-pay
5Tier RX Coverage

Long Term Disability: 50% of Max Eligible Salary, Maximum Monthly Benefit $3,500. The district will provide a 90 calendar 5 day modified fill long term disability insurance through the district's insurance provider at that time.

Life Insurance: $40,000 with $40,000 Accidental Death & Dismemberment.

Dental: Delta Dental
100%/90%/90% Class I, II, III
Annual Maximum $2,500.00 Class
IV Lifetime Maximum $3,500.00
Two Cleanings per year
Sealant – yes; No adult orthodontics

Vision: VSP3 Plus 250 CL

Option 4 Cash-in-lieu/LTD/Life/Dental/Vision

Medical: N/A; Includes cash in-lieu

Long Term Disability: 50% of Max Eligible Salary, Maximum Monthly Benefit $3,500. The district will provide a 90 calendar day modified fill long term disability insurance through the district's insurance provider at that time.

Life Insurance: $40,000 with $40,000 Accidental Death & Dismemberment.

Dental: Delta Dental
100%/90%/90% Class I, II, III
Annual Maximum $2,500.00 Class
IV Lifetime Maximum $3,500.00
Two Cleanings per year
Sealant – yes; No adult orthodontics

Vision: VSP3 Plus 250 CL

Option 5 Cash-In-Lieu Only

Medical/LTD/Life/Dental/Vision: N/A; Includes cash in-lieu

APPENDIX E Course Limits [Class Size]

Conditioning and Advance Conditioning	34
Lifetime Sports	34
Physical Education 1	40
Computer Literacy	26
Accounting	24
Multimedia	20
Business Services and Technology I & II	24
Art 1 and Studio & Senior Portfolio	30
Art 2 and Studio & Senior Portfolio	30
Ceramics & Advanced Ceramics	25
Chemistry	24
Physics	26
Physical Science	28
Intro to Mfg & Construction Technology	24
Drafting	27
Cabinet Making	24
English 9-12, Basic, Advance & Advanced Placement	28
News Media and Advanced News Media	26
General English MMC	22
Creative Writing	25
Yearbook	15
Biology I*	32
Algebra	28
Algebra II	30
Geometry*	28
Advance Geometry	30
Algebra II part I	26
Algebra II part II	26
Remedial Classes	22
Counselors will work with Special Education Department Head when scheduling these courses.	
Band: Concert Band, Symphonic Band (Changes above the maximum may be made at the Band Director's discretion)	75
Middle School Intro to Computers	26
Onsite Online	28
*Virtual Instructor Lead (25 min)	30
*For every student above 30, the district will receive 60% of the tuition and 40% to instructor.	
Middle School Multi-Media	26

*At no time will the number of students in each class exceed the number of work stations.
*Addition of any new classes must have a class size negotiated by the PEA and administration before it is put on the schedule. Any old class that has been removed, if put back into effect, will have the class size it was give when removed from the contract