Master Agreement
Between the
Pentwater Education Association
and the
Pentwater Board of Education



July 1, 2026 – June 30, 2029

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PREAMBLE

This Agreement entered into by and between the Pentwater Public School District Board of Education, hereinafter referred to as the "Board" and the Pentwater Education Association, hereinafter referred to as the "Association."

Whereas, the Pentwater School District is governed by its duly elected Board of Education having certain legal rights, authority, duties and obligations under the Revised School Code and other laws pertinent to the operation of the District, and,

Whereas, the Pentwater Education Association is the organization recognized to represent the teaching staff of said District; and,

Whereas, by law the District and the Association are obligated to bargain with regard to terms and conditions of employment;

Now, therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified, regularly employed personnel actively engaged in teaching. This shall include a teacher holding a valid teaching certificate issued by the State Board of Education as provided by law who is employed full-time or part-time during the school year as a classroom teacher, special education teacher, counselor, counselor-teacher, or librarian, but shall exclude substitute teachers, superintendent, principal, non-teaching staff Schedule B positions, and all other non-teaching staff of the School District. All bargaining unit members shall be treated equally in the interpretation, application, and enforcement of the terms and conditions of this Agreement.

The term teacher when used in the Agreement shall refer to all employees represented by the Association in the Bargaining Unit defined above.

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

The District and Association agree:

1. To recognize the rights of each teacher actively engaged in teaching to be a member of the "Association" and shall in no way discriminate for or against any member for any lawful activity for or on behalf of said Association. The Association recognizes the right of an individual to choose whether or not to belong to the Association. If an individual should choose not to belong to the Association, the Association would still represent that individual.

2. The provisions of this Agreement shall supersede any contrary or inconsistent terms contained in any individual employment contract issued to a teacher. All individual employment contracts for bargaining unit members are expressly subordinate to the terms of this collective bargaining Agreement and Board policy.

3. Individual teacher contracts associated with this Agreement shall be completed by the Administration, issued to each member of the Association, and signed by each member of the Association and a Board representative within thirty (30) days of the witnessing of this Agreement.
4. A teacher's signature acknowledging receipt of a document does not necessarily

mean that the teacher agrees with the document received.

ARTICLE III

BOARD RIGHTS

The District and Association mutually agree:

1. To recognize and not interfere with any powers, rights, duties, obligations or authority imposed by law upon the District or its Board of Education, including without intent to limit the foregoing right:

    a. Of management and control of the assets of the District.

    b. To hire, determine qualifications, dismiss, demote, promote, transfer, discipline, and direct all employees subject to applicable law, the terms of this Agreement and Board policy.

    c. To establish grades and courses of instruction; special programs; athletic, recreational and social programs for students; adult education programs.

    d. To approve means and courses of instruction, selection of textbooks and teaching materials, teaching aids of every kind and nature provided that the Board will consult with affected teachers on the selection of textbooks, teaching materials, and teaching aids.

    e. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignment of teachers.

2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, judgment, and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV

AGENCY SHOP

1. Upon appropriate written authorization from the teacher, the Board will deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Board and Association.

2. Sections A of this Article shall be effective retroactively to the initial date of this Agreement and all sums payable hereunder shall be determined from said date.

ARTICLE V

TEACHING HOURS AND CLASSLOAD

1. All teachers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes.

2. Elementary teachers shall be entitled to a midday duty-free, uninterrupted lunch of at least thirty-eight 38 minutes. The elementary instructional day shall begin five (5) minutes prior to the secondary instructional day and end five (5) minutes after the conclusion of the secondary instructional day. Any changes to the lunch duration will be agreed to before implementation.

3. All teachers will report to school at least thirty (30) minutes before the start of the first hour of class and leave fifteen (15) minutes after the conclusion of the last hour. Teachers will be in their respective rooms and on duty before classes begin. The number of days of school and the normal work day for all teachers shall be consistent with state requirements for pupil instruction time. Teachers will be notified of their teaching days/hours prior to the beginning of the school year.

4. The normal daily teaching load in the middle and high school (grades 7-12) will be no more than six 48 minute periods out of seven instructional periods. One of the seven periods shall be assigned for preparation time. which is expected to be used for school-related duties, conferences with students, parents, administrators, or other teachers, or work on various committees. Schedules will be developed in a manner that is compliant with Board Policy on Assignment and Transfer.

5. The normal daily teaching load in the elementary school will be consistent with state requirements for pupil instruction time necessary to obtain state aid funding. Lower and upper elementary recess duty may be assigned to one teacher on a rotation basis.

6. Specialized instruction ("Specials") from another certified employee or recess periods supervised by another staff member, starting with the dismissal of their students, shall be considered for conference/preparation time. Each elementary teacher shall be entitled to the "average of forty-eight (48) minutes preparation time per day,which is expected to be used for school-related duties, conferences with students, parents, administrators, or other teachers, or work on various committees. Each elementary teacher will be assigned a special each day.

7. Part-time teachers shall receive pro-rata conference/preparation periods. Part-time teachers shall receive a calendar of workdays including in-service, conference and record days at the beginning of the school year. Preparation periods are expected to be used for school-related duties, conferences with students, parents, administrators, or other teachers, or work on various committees.

8. Part-time teaching staff will be expected to attend all events attended by full-time teachers. If an event for which full-time teachers are compensated for attendance is scheduled for a date not on the part-time teacher's calendar, the part-time teacher shall receive payment for attendance time based on the percentage of that part-time teacher's regular day. Part-time teachers not present at school events will be responsible for reporting qualified absences in the manner expected of all teachers.

9. The Board will attempt to equalize the distribution of students within class and subject matter levels. In general, students in any class will be limited to the number of learning stations available; however, exceptions may be made. The Board will endeavor to keep K-5 classes from exceeding thirty (30) students. In the event the Board is unable to limit K-12 class size to thirty (30) students, or under other extenuating circumstances, including the inclusion of special needs students through an IEP, the Board may assign an aide after consultation with the affected teacher. A teacher may also request assignment of a classroom aide.

10. An Association officer and/or no more than three members of the Association's designated negotiations team engaged during the school day in negotiations on behalf of the Association with the Board's team or participating in arbitration proceedings shall be released from regular duties without loss of salary so long as the Board or its agents agree to participate in these proceedings.

11. Teacher contact/passing time: The teacher/contact/passing time between class periods will be 4 minutes with each class period being 48 minutes in length. This will provide for a 384 minute school day for secondary students.

ARTICLE VI

TEACHING CONDITIONS AND DUTIES

1. Teachers shall have readily available lesson plans for three (3) succeeding days. Outlines of weekly lesson plans reflecting material actually covered in the classroom shall be turned in to the Administration by the end of each completed week.

2. Full-time and part-time teachers, at no additional pay, will attend school-community affairs such as an "open house" or commencement, and carry out whatever duties may be assigned to them in keeping with their professional

role. In addition, full time and part time teachers will participate in up to 3 one hour meetings after regular school hours per year as needed, which could be used for SIP, Department Meetings, or other focus groups.

3. All full-time and part-time teachers are required to attend professional development activities as mutually agreed upon by the Administration and the EA Executive Board in the school calendar. The EA Executive Board and Administration may mutually schedule additional optional professional development time.

4. Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or other health conditions will be mutually rescheduled by the EA Executive Board and the Administration so as to ensure that there is no loss of State Aid incurred by the District and to ensure continuity of student attendance and learning.

5. Teachers shall, unless otherwise approved by administration, attend all staff meetings determined by the Administration with input from the EA President. These staff meetings will be scheduled at least 30 days prior to the meeting except for the month of September each year and in emergency situations. At no time shall the total hours of meeting time beyond the regular workday exceed 10 hours per school year.

6. In an emergency situation, as determined by the Administration and a member of the Executive Board of the Pentwater Education Association, an emergency meeting can be called and the membership expected to attend.

7. If a teacher is unable to work, they shall call/email the contracted substitute teacher service to report their unavailability before 6:00 a.m. or as soon as possible.

8. Each teacher's file shall at all times contain the following information as a minimum: all evaluation reports, copies of employment contracts, teacher certificate and transcript of academic records. Medical reports shall be kept in a separate, confidential file and shall not be released except in accordance with applicable law.

ARTICLE VII

PAID LEAVES OF ABSENCE

1. At the beginning of each school year, each teacher shall be credited with seventy-two ~~of~~ (72) hours of leave to be used as stipulated for the following reasons. The unused portion of such allowance shall accumulate from year-to-year to a maximum of one hundred-twenty (120) days. Paid leaves of absence for part time teachers shall be prorated in direct proportion to hours and/or days employed.

   For leave purposes, Immediate Family Members shall include: spouse or domestic partner, children and grandchildren – biological, foster, or adopted, - parents and grandparents, step-parents and step-grandparents, parents-in-law, and siblings – biological, foster, or adopted –. Special consideration may be given to any person related by blood, in-laws, or a close "family-like" relationship equivalent to a family member, as agree to between the Association and the Board designee.

   a. **Sick leave**: The purpose of these days is to prevent loss of pay to teachers who suffer from illness, disability, or injury. Disability due to pregnancy or childbirth shall be treated as any other illness or disability. Upon evidence that said teacher is not ill, disabled, or injured, pay may be withheld.

      A doctor's certificate verifying an illness or injury may be required of each teacher who has been on paid leave for five (5) or more consecutive days, or whenever the administration has reason to believe there has been abuse of paid leave.

   b. In the case of work-incapacitating injury or illness, while working for Pentwater Schools, for which the employee is, or may be eligible for work disability benefit under the Michigan Workers Disability Compensation Act, such employee may utilize sick leave credits to the extent of the difference between the Worker's Compensation received and the employee's regular base salary or wage.

      In the case of work disabling injury to a teacher caused by an assault upon said teacher, while in the performance of professional duties, the Board will pay the full difference between the Worker's Compensation and the teacher's regular salary, without charge to sick bank, until the end of the school year or ninety (90) days, whichever comes first.

   c. Absence of a teacher caused by illness or injury of family members shall be deducted from the teacher's accumulated sick bank. A doctor's certificate which verifies the family member's illness or injury may be required whenever the Board believes this provision has been abused. Pay may be withheld if the Administration has reason to believe this provision

has been abused.

2. Leaves of absence with full pay not chargeable against the teacher's allowance shall be granted for the following reasons:

    a. A maximum of five (5) days for a death in the immediate family, which refers to children, spouse, parents, brothers, sisters, grandparents or other persons living in the same household as the employed. Leave for other close persons shall be up to the approval of the Administration. A teacher may request additional days beyond the five (5) days granted for bereavement leave and if approved by the administration, such days shall be deducted from teacher's accumulated sick leave.

    b. Visitation at other schools or for attending educational conferences or conventions, when approved by the Administration.

    c. A teacher shall be granted three (3) personal leave days annually. Unused personal leave days may accumulate to a maximum of five (5). These days shall not be used the day before or the day following a scheduled school holiday, without prior administration approval.

    d. Jury duty - When a teacher is called for jury service, any juror fee derived from jury duty (i.e., not the reimbursed expenses) must be paid to the school, or the teacher will forfeit regular pay for that time.

    e. Court appearance as a witness or required attendance at any proceedings when said teacher is subpoenaed to testify on behalf of the school or in connection with their employment as long as the teacher is not the charging party against the Board.

3. The Superintendent, by October 1 of each school year, will provide each teacher with a written statement setting forth the total leave days accumulated by that teacher as stated in Article VII (A & A-1).

4. Employees of the Pentwater School System will be reimbursed for all unused sick leave over 120 days at the rate of $75.00 per day at the end of each school year. Unused personal days in excess of four shall be added to the sick leave of each teacher at the end of the school year; this sick leave accrues to 120 days maximum. In the event a teacher has exhausted all sick leave, other teachers on the staff may donate days from accumulated sick leave to the teacher in need. In extenuating, long term circumstances agreed upon by the administration and PEA Executive Council, a leave donation bank will be established on a case by case basis. It is agreed that the Leave Day Donation process will be administered as follows: Teachers will donate days in writing. A signed copy of the donation must

be on file with the administration and PEA President. Any teacher who donates days will randomly be assigned a number. Teacher "one" will be the first to donate a day. Teacher "two" will be the second, and so on. Once each donating teacher has donated one day, we will start again at the top of the list. Further days will only be taken from teachers who have agreed to donate more than one day. Days will only be deducted when needed. Teachers will be notified when their donated day is used and deducted. Teachers with fewer than 13 days may not donate days. Up to 20 days TOTAL "per person" can be donated to one member.

5. Sabbatical leave may be approved by the Board of Education in accordance with the Revised School Code.

ARTICLE VIII

UNPAID LEAVES OF ABSENCE

1. Requests for leave or anticipated leave of absence shall be submitted in writing to the Superintendent of Schools as soon as possible prior to the effective date of leave. The Superintendent shall submit such a request to the Board of Education at the next regular meeting following the date of application. The following leaves may be granted:

    a. Illness leave
    b. Exchange teacher leave
    c. Extended leave
    d. Fellowship, internship, scholarships
    e. Advance education leave
    f. Maternity, paternity, child adoption leave

    All leaves shall be without pay and without sick leave accumulation and/or any other job-related benefits, except as specifically authorized by the Board of Education at the time the leave is approved. Leave of absence shall not be granted when other gainful employment is the purpose. The granting or denial of an unpaid leave of absence shall be discretionary with the Board in "a" through "e"; "f" shall be granted.

2. Return to duty from leave of absence is subject to the following conditions.
    a. Satisfactory evidence of physical and or/mental health may be required before the teacher is returned to duty.

    b. If a teacher is on FMLA leave for one semester or less, he/she will be restored to the same or genuinely equivalent position.

    c. For all employees whose leave shall terminate at the beginning of a school

year, a letter of availability must reach the Superintendent no later than the preceding April 1. For all employees whose leaves shall terminate at times other than the beginning of a school year, such letter of availability must reach the Superintendent no later than thirty (30) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation of employment.

d. Upon return from leave, the teacher's unused sick leave benefits and seniority which had been accumulated prior to leave will be restored.

3. Shorter extended leaves of absence for periods of less than one semester may be granted by the Superintendent of Schools under such conditions as may be prescribed by the Board of Education.

4. Up twelve (12) Association unpaid leave days shall be granted annually to teachers who are officers in the Pentwater Education Association. (Officers shall mean president, vice-president, secretary-treasurer, representative assembly delegate and negotiator.)

5. Time limit on Leaves of Absence:
   a. Leaves are not to exceed one year from the beginning of the semester after they are granted.

   b. Teachers, after termination of leave, shall be returned to a teaching position as soon as possible, but not later than the beginning of the next school semester. Teachers must present themselves for service at termination of leave or employment by the School District will be terminated.

   c. Teachers shall be returned to a teaching position as soon as possible, but not later than the beginning of the next school semester. Teachers must present themselves for service at termination of leave or employment by the School District will be terminated.

6. Family and Medical Leave Act (FMLA, See Board Policy 4430.01) An unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any bargaining unit member in accordance with the Family and Medical Leave Act (FMLA) for any of the following purposes:

   a. the birth or care of a newborn child
   b. the adoption or foster care of a child
   c. the care of a spouse, son, daughter, or parent if such individual has a serious health condition

Such FMLA leave will run concurrently with any leave as per items a- c. To be eligible for a leave of absence, the bargaining unit member must meet the eligibility requirement set forth in the FMLA and FMLA regulations. Where permitted by the FMLA, an employee shall have the option to take FMLA leave on an intermittent or reduced schedule. Where permitted by the FMLA, an employee may choose to substitute paid personal leave and/or sick leave for FMLA unpaid leave.

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

FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. Limitations found under section 108 of the FMLA "Special rules" concerning employees of local educational agencies"—shall apply. The Board reserves all rights granted to school districts under the FMLA, such as, but not limited to, the right to substitute paid leave for unpaid FMLA leave, to require medical verification of illness, to require a certificate of fitness as a condition for the bargaining unit member's return to work and to require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for bargaining unit members who are married. If the reason for the FMLA leave is foreseeable, the teacher must provide at least thirty (30) days advance notice of the FMLA leave. All other notice must be provided as soon as it becomes practical.

ARTICLE IX

TEACHER PROTECTION

1. Any case of alleged assault upon a teacher will be promptly reported to the Superintendent. If, after investigation, the Superintendent determines that the teacher has been assaulted, the Board shall be promptly notified of the alleged assault. Under Section 1311a of the Revised School Code, if a pupil enrolled in grade 6 or above commits a physical assault against a teacher (or other school employee), then the student will be disciplined according to Board Policy. If legal action arises the Board will provide legal counsel to advise the teacher of the teacher's rights and obligations with respect to such assault and will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement authorities.

2. If any teacher is sued by reason of disciplinary action taken by the teacher against a student, the Board shall provide legal counsel and render all necessary assistance to the teacher's defense. In the event that the teacher shall be found guilty of misconduct or in violation of the law, and the teacher has not complied with the administrative policies set forth in the teacher's guide, or in this Agreement, the teacher shall reimburse the Board for any expense incurred on the teacher's behalf.

3. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against a teacher if found innocent of such misconduct.

   Teachers will have the right to review the contents of their personnel file. Should a request be made for personnel file information under the Freedom of Information Act, the Employer will notify the teacher within two (2) business days of the request.

4. Written complaints with merit which are made against a teacher by a parent, student or other person will be brought to the teacher's prompt attention. No complaint or other negative document shall be placed in the teacher's personnel file without the teacher having the opportunity to review and sign the document.

   The teacher's signature does not necessarily indicate agreement with the complaint or document, only that they have seen and reviewed the document.

5. Medically Fragile Students Any teacher who the Employer anticipates may be required to provide emergency health services shall be provided appropriate training by an individual approved by the student's health care provider regarding the acts involved in the emergency health services. The Employer will pay costs associated with training.

6. The Board will reimburse teachers, in the amount of actual cash value not to exceed $200, for damage, destruction, or theft of the teacher's personal property of a kind normally worn or used, while the teacher is on duty in the school or on school-approved duties involving pupil supervision, when the same has not been caused by the negligence of the teacher.

   This obligation shall not encompass wear, tear, or gradual deterioration of property or loss of money; nor shall this obligation extend to loss, damage or destruction of a teacher's personal property while left unattended in any automobile parked on school premises; nor shall this obligation extend to any loss or damage to a motor vehicle of a teacher.

   Provided, this obligation shall extend only to that portion of any loss not covered

by insurance taken out by the teacher and will be payable only after the teacher has first exhausted all possibilities of collecting for such loss under private insurance; if any. The Board of Education with the mutual consultation with the affected individual, shall determine the actual cash value of any loss sustained and covered by this provision.

ARTICLE X

GRIEVANCE PROCEDURE

1. A grievance shall be defined as an alleged violation of this Agreement arising under and during the term of this Agreement and filed prior to the expiration of this Agreement. Should a teacher, teachers, or the Association feel there has been violation of this Agreement, an attempt shall be made first to discuss the matter (alleged violation) with the Principal in an effort to bring satisfactory resolution to the alleged violation. An Association representative may be present if requested by the grievant.

   If no resolution is gained, then within 15 teacher work days of the alleged violation, the "grievance procedure" may be officially started by using the grievance form found in Appendix A.

   When processing grievances, teacher work days shall be defined as Monday through Friday except for holidays and breaks in the "school year calendar". Summers shall not be considered as a break in the school year calendar.

2. ARBITRATION:
   a. The arbitrator shall be selected by the following process: The names of three (3) arbitrators shall be selected by mutual agreement. The selection of the individual arbitrator for a grievance shall be made by each party crossing out one arbitrator. The remaining arbitrator will serve during the arbitration process.

   b. If an arbitrator becomes unavailable or no longer acceptable to either party, a replacement will be mutually selected.

   c. All arbitrators shall follow American Arbitration Association rules and procedures.

   d. The Association and the Administration shall equally share in the cost of the arbitration.

3. Neither party may raise new facts at arbitration not previously raised or disclosed at other written levels. The parties shall meet not less than three (3) work days prior to the hearing in a final attempt to settle

the grievance prior to arbitration.

4. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association and may be enforced/reviewed in a court of competent jurisdiction.

    a. Powers of the arbitrator are subject to the following limitations:
        1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
        2. The arbitrator shall have no power to establish or revise salary schedules.
        3. The arbitrator shall have no power to change any practice, policy or rule of the Board so long as such matters are not in violation with the provisions of the Agreement.
        4. The arbitrator shall have no power to interpret state or federal law.
        5. The arbitrator shall not hear any grievance barred from the scope of the Grievance Procedure.
        6. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

    b. Should a grievant fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, or a teacher leave the employ of the Board, (except a claim involving a remedy directly benefiting the teacher regardless of employment), all further proceedings on a previously instituted grievance shall be barred.

    c. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a grievant or a participating Association representative are to be at their assigned duty stations unless mutually agreed upon.

    d. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

    e. Notwithstanding the expiration of the Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

    f. Failure to re-employ any teacher to a position on the extra-curricular schedule shall not be the basis of any grievance filed under the procedure outlined in this Article.

    g. If a teacher demands a hearing under the Michigan Teacher Tenure Act, any grievance arbitration filed related to the teacher's discipline or

discharge shall be dismissed.

ARTICLE XI

TRANSFER

A. Definition of "Transfer": A "transfer" shall be defined as either a voluntary or involuntary change in a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit.

B. Voluntary Transfers: A request for a transfer to any open position within the bargaining unit may be made at any time in writing to the Central Business Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be considered unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated. If two or more equally qualified bargaining unit members request to transfer to the same position, seniority will be given strong consideration for the position.

C. Involuntary transfers may only be implemented for reasonable and just causes such as:

- Changes in student enrollment within a building or within the district.
- In order to recall laid-off bargaining unit employees.
- Program changes.

In cases which necessitate an involuntary transfer of bargaining unit members, it is mutually agreed that the following procedure will be followed:

1.) Teacher certification.
2.) Interest forms filled by the teachers being considered (via Google form or any other agreed upon electronic form)
3.) Collaboration of the Superintendent and PEA.
4.) Evaluation rating of the teachers being considered
5.) Seniority of the teachers being considered.

All bargaining unit members whose assignments will be changed due to an involuntary transfer for the coming school year shall be given written notice of their assignments no later than the last day of the school year. In situations that require emergency responses, the PEA and the Superintendent mutually agree to meet and adjust that timeframe.

ARTICLE XII

LAYOFF AND RECALL

A. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

1. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

2. If reduction is still necessary, then tenured teachers will be laid off based on seniority providing that such teachers who are retained are adequately certified for the positions they are to fill.

B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified.

C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester (trimester if applicable) for layoffs during the school year.

D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

E. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

F. Definitions:

1. Certification – Adequately certified shall be defined as holding the required certificates,
endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement. The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of the same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

2. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification.

G. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such case, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.

H. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article XV (Insurance Article) until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE XIII

SENIORITY

1. Seniority shall be computed from the first date of continuous employment and shall be defined to mean the amount of time continuously employed as a member of the Pentwater teaching staff. Time spent on leave or layoff shall not be considered as a break in continuous service but seniority shall not continue to accrue.

2. The District shall prepare and present to the Association a current seniority list of all of the teaching staff members prior to October 30 of each school year. Accompanying the name of each teacher on the list, shall be first date of continuous employment. No person other than a member of the bargaining unit shall accrue seniority within the bargaining unit.

ARTICLE XIV

SCHOOL CALENDAR

1. The school calendar shall consist of the number of student days/hours and professional development days as required by state law. The use of the professional development days shall be mutually agreed upon by the EA Executive Board and the Administration. The professional development content shall be in compliance with the Guidelines for Professional Development, Michigan Department of Education.

2. The parties agree to examine the calendar annually with the thought of coordinating the calendar with other area districts. Any change in Article XII must be mutually agreed to by the Association and the Administration.

3. The calendar shall provide for the following holidays:

a. Friday before Labor Day (if required by law)
b. Labor Day
c. Two (2) days at Thanksgiving
d. Two (2) weeks at Christmas
e. New Year's Day
f. One (1) week spring break in coordination with the West Shore E.S.D.
g. Memorial Day

ARTICLE XV

TEACHER EVALUATION

1. Evaluation of Classroom Teachers: A classroom teacher will be evaluated pursuant to the 5D+ performance Evaluation system consistent with the Revised School Code Section 1249 and the Teacher Tenure Act. 20% of the evaluation score shall be based on the pre/post subject area test, NWEA Growth and any other assessment as agreed upon by the PEA Leadership Team and Administration.

ARTICLE XVI

NEGOTIATIONS AND MISCELLANEOUS PROVISIONS

1. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

2. Each party shall have the right to invoke the assistance of the Michigan Employment Relations Commission (MERC).

3. This Agreement constitutes the entire agreement between the parties. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

4. An Emergency Manager appointed by law may reject, modify or terminate this Agreement as provided by law. Note: Although Act No. 435 of 2012 exists, the need to include this language is required by the Public Employees Relations Act 336 of 1947.

ARTICLE XV

INSURANCE BENEFITS

1. Medical/Dental/Vision/Life

The Board will pay the maximum hard cap amount set by PA 152 and increase annually on January 1st of each year. Should the premium be below the Hard Cap amount, the employee shall have the difference deposited into their Health Savings Account (HSA) on the first pay period in January. Should the premium be more than the Hard Cap amount, ~~with~~ the employee will pay~~ing~~ the remainder through payroll deduction. The employer shall provide a cash option in lieu of electing the health benefit. The cash amount shall be in the single rate cap.

a. Update: MESSA Blue Cross Blue Shield options:
   1. Choices II
   2. MESSA ABC Plan

b. All ~~M~~members' insurance benefits include the following ancillary benefits:
   1. 1. $10,000 W
      AD&D
   2. 2. VSP Plus P

250CL Benefits

3. 3. Dental: 80/80 - $2000 annual max, 80% ortho, lifetime max UCR
4. 4. Life Insurance: $30,000
5. 5. Long Term Disability: 66 2/3% of the employee's salary up to a max of $5,000

b. For current insurance benefit information, consult business services.

*Teachers electing an annuity using any portion, or all of the cash amount in lieu of health benefits shall do so by following the required payroll deduction procedure and filling out a salary reduction agreement

ARTICLE XVI

PAYROLL DEDUCTIONS

A. Payroll deduction shall be available for any credit union, 403(b), IRA, HRA, and/or other savings/investment program in which the teacher wishes to participate. Upon written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances to the custodian. Changes in, or the addition of, an individual program shall be limited to the first payroll of the month for credit union deductions and at designated calendar-year quarterly intervals for all other deductions. It is further understood that any direct charges to the Board for application/set-up fees and/or custodial expenses associated with the aforementioned programs shall be paid by the teacher through payroll deduction.

B. Members of the Pentwater Education Association may sign and deliver to the Employer a signed form authorizing the payroll deduction of dues. Said authorization if received in a hard copy signed form or an electronically signed form provided by the Association shall be accepted and processed by the Employer. The Employer shall process payroll deduction forms received from members within 10 (ten) days of receipt. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member under procedures agreed upon by the Association and Board. Pursuant to such authorization, the Employer shall deduct one-twenty sixth (1/26th) from the regular salary check beginning with the first pay for the school year. The PEA will supply all corresponding paperwork for payroll deduction to the business manager by August 1st. In the case of a midyear new hire, payroll deduction of dues will be determined by the remaining pays left in the school year.

C. Upon receipt of authorized payroll deductions for Association dues, the Employer shall transmit these payments to the Michigan Education Association via provided ACH within 10 days of when the payroll deductions took place. Accompanying the distribution of payments will be a report for all Pentwater Education Association members who are participating in payroll deduction of dues. The report shall indicate the specific categorical (dues) amounts attributable to each employee with the employee's name, employee ID number (if applicable), payroll ID number (if different than employee ID).

D. Payroll Deduction will be implemented no later than the first pay of the 2025/2026 school

ARTICLE XVII

PROFESSIONAL COMPENSATION

1. A new hire teacher in Pentwater Public Schools may be given credit for prior teaching experience on the existing salary schedule. The Board may grant up to, but not exceed, ~~accumulated~~ five (5) years of teaching experience, unless mutually agreed upon between the Association and the Board representative. Teaching experience shall be accumulated teaching experience under a valid certificate computed from the date the teacher has a valid teaching certificate issued by any state in the United States of America. Teaching service in the Pentwater Public Schools, regardless of the certificate held, shall be counted the same as regular service.

2. Salary schedule increments shall be effective the first day of the semester following the teacher's anniversary date.

3. Payment for additional graduate credit in the teacher's area of certification or teaching areas approved by the Board shall be made effective the first day of the semester, once proof of additional semester hours of credit is submitted. Graduate degrees earned shall also follow this same procedure.

4. A seventh assignment in grades 6 through 12 will be paid for at 16 2/3% of the individual teacher's base salary.
5. Per diem shall be defined as 1/Xth of annual salary where X equals the number of teacher work days in the individual teacher contract.

6. Part-time employees covered by this Agreement shall receive pro-rata professional compensation and benefits. Salary calculation would be prorated based on the number of days and hours worked by a part-time teacher in comparison to the numbers of days and hours worked by a full-time teacher.

7. Staff members working with Board or Administration approval beyond the contractual workday performing (related, comparable) teaching duties (i.e. after school program, District-supported professional development), shall be paid a rate of $35 per hour, not to exceed $210 per day. These days shall not be obligatory nor a criterion for evaluation of assessment of one's performance.

8. Longevity: Those employees having completed fifteen (15) or more years of accrued service to the Pentwater Public Schools shall be eligible for longevity pay. Longevity pay shall be reported as part of the yearly salary.

Longevity Payments:	26-27'	27- 28'	28- 29'
• 16th through 20th year of employment - ~~$550~~	$1,000	$1,250	$1,500
• 21st through 25th year of employment = ~~$650~~	$1,500	$1,750	$2,000
• 26th through 30th year of employment = ~~$750~~	$2,000	$2,250	$2,500
• 31st and beyond years of employment = ~~$850~~	$2,500	$2,750	$3,000

Salary Schedule

	26-27 8% on scale			
	BA	BA+20	MA	MA+20
Base	$46,213.00	$47,647.00	$49,283.00	$50,404.00
1	$48,467.00	$50,202.00	$51,940.00	$52,856.00
2	$50,611.00	$52,655.00	$54,598.00	$55,520.00
3	$52,856.00	$55,213.00	$57,256.00	$58,179.00
4	$55,213.00	$58,075.00	$59,915.00	$61,142.00
5	$57,971.00	$60,733.00	$62,777.00	$63,802.00
6	$60,733.00	$63,392.00	$65,640.00	$66,662.00
7	$63,085.00	$66,051.00	$68,607.00	$69,423.00
8	$66,051.00	$68,607.00	$71,161.00	$72,391.00
9	$68,810.00	$71,366.00	$74,129.00	$75,150.00
10	$71,892.00	$74,129.00	$76,888.00	$78,014.00
11	$74,637.00	$76,684.00	$79,854.00	$80,675.00

	27-28 5% on scale			
	BA	BA+20	MA	MA+20
Base	$48,524.00	$50,030.00	$51,747.00	$52,924.00
1	$50,891.00	$52,712.00	$54,537.00	$55,499.00
2	$53,142.00	$55,288.00	$57,328.00	$58,296.00
3	$55,499.00	$57,973.00	$60,119.00	$61,087.00
4	$57,973.00	$60,979.00	$62,911.00	$64,199.00
5	$60,870.00	$63,769.00	$65,916.00	$66,992.00
6	$63,769.00	$66,561.00	$68,922.00	$69,995.00
7	$66,239.00	$69,353.00	$72,037.00	$72,895.00
8	$69,353.00	$72,037.00	$74,719.00	$76,011.00
9	$72,251.00	$74,935.00	$77,835.00	$78,907.00
10	$75,487.00	$77,835.00	$80,733.00	$81,914.00
11	$78,368.00	$80,519.00	$83,847.00	$84,709.00

	28-29 4% on scale			
	BA	BA+20	MA	MA+20
Base	$50,465.00	$52,031.00	$53,817.00	$55,041.00
1	$52,926.00	$54,820.00	$56,719.00	$57,719.00
2	$55,267.00	$57,500.00	$59,621.00	$60,627.00
3	$57,719.00	$60,292.00	$62,524.00	$63,531.00
4	$60,292.00	$63,418.00	$65,427.00	$66,767.00
5	$63,305.00	$66,320.00	$68,553.00	$69,672.00
6	$66,320.00	$69,224.00	$71,679.00	$72,795.00
7	$68,889.00	$72,127.00	$74,919.00	$75,810.00
8	$72,127.00	$74,919.00	$77,708.00	$79,051.00
9	$75,141.00	$77,932.00	$80,949.00	$82,063.00
10	$78,506.00	$80,949.00	$83,962.00	$85,191.00
11	$81,503.00	$83,739.00	$87,201.00	$88,097.00

ARTICLE XVIII

EXTRACURRICULAR POSITIONS

1. During the regular school year, any assignment in addition to the normal teaching schedule, such as but not limited to those listed in this Article, shall be covered by a separate individual contract. The Administration will have the right to fill the positions from within or from outside the bargaining unit and to assign individuals to these positions based upon many factors, including being employed by the District as a teacher. These assignments shall not be obligatory. Tenure status does not accrue in these assignments. It is understood that the annual reappointment to these positions shall be completely at the discretion of the Board. Extracurricular positions will be recommended to the Board for contract renewal or nonrenewal at the first Board meeting following the end of their season or commitment. Only positions not approved for renewal by the Board will be posted.

2. Once officially appointed by the Board, the Board reserves the right to hire or terminate the services of any person in an extracurricular position at its discretion.

Schedule B

1. Salary for the following positions will be set as a percentage of the BA scale based on the following (retroactive):

a. B.A. base for the first year in that position at Pentwater.
b. B.A. Step 1 for the second year in that position at Pentwater.
c. B.A. Step 2 for the third year or more in that position at Pentwater.
d. B.A. Step 3 for the fourth year or more in that position at Pentwater.
e. B.A. Step 4 for the fifth year or more in that position at Pentwater.

- **Band** - 8.5%
- **Varsity B-ball Boys** 10.5%
- **Varsity B-ball Girls** 10.5%
- **JV Basketball** - 6%
- **Baseball** - 9%
- **Softball** - 9%
- **Volleyball** - 9%
- **JV Volleyball** - 6%
- **Yearbook Club** - 3%
- **Cross Country** - 6%
- **Track** (combined) - 9%
- **eSports** - 2.5%
- **Golf** - 6%
- **Soccer** - 9%
- **Cheer** - 4%
- **MS Basketball** - 4%
- **MS Track** - 4%
- **MS Volleyball** - 3%
- **MS X-Country** - 3%
- **NHS** - 3%
- **Quiz Bowl** - 3%
- **Spanish & Art Club** - 3%
- **Visual Arts Coord.** - 1.5%

2. Salaries for the following positions will be **set at a percentage of the BA Base:**
   a. **Senior Class Advisor** - 4%
   b. **Junior Class Advisor** - 3%
   c. **Safety Patrol** - 2%
   d. **HS Student Council** - 3%
   e. **Green Schools Club** - 2.5%

3. Additional extracurricular positions and salary rates will be negotiated by the Association and the Board of Education.

4. The Board may add other sports or extracurricular activities as student needs and demands warrant.

ARTICLE XIX

MENTOR TEACHERS

1. A mentor teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Board shall have a right to assign such non-tenured teachers with a mentor(s). Mentor teachers shall receive an annual stipend of $600.

2. The intent of appointing the mentor teacher is to insure the District's compliance with Section 1526 of the School Code.

3. The purpose of appointing a mentor teacher is to acclimate the new teacher and to provide necessary assistance toward the goal of quality instruction. The Board may make available reasonable time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day.

4. No bargaining unit member shall be required to be a Mentor Teacher. The Mentor Teacher shall not be included in the evaluation of the Mentee.

ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall become effective, with ratification by both parties, on July 1, 2025 and shall continue in effect through June 30, 2026.

2026 DM

2029 DM

In witness whereof, the parties have executed this Agreement by their duly authorized representatives the date and the year written below.

BOARD OF EDUCATION OF
PENTWATER PUBLIC SCHOOL DISTRICT

By_____ President

By_____ Secretary

PENTWATER EDUCATION ASSOCIATION

By Donna M. Miller President

By Tiffany Case Secretary

APPENDIX A

Pentwater Public Schools
Grievance Report Form

Grievance # _____ Distribution : 1. Superintendent
2. Principal
3. Association
4. Teacher

NAME OF GRIEVANT: _____

ASSIGNMENT: _____

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1. Date on which Cause of Grievance Occurred: _____
   (This report will be filed within 15 teacher work days of occurrence of grievance.)

2. Statement of Grievance: _____

   Contract Provision Violated: _____

   Relief Sought: _____

   _____

   Date report filed: _____ Signature of Filing Party: _____

3. Date Received by Principal or Designee: _____

   Signature: _____

4. Disposition by Principal:

   _____

   Date: _____ Signature: _____
   (This response to be made within 10 teacher work days after receipt of report.)

5. Date Received by Grievant and/or Association:
   Signature: _____

6. Position of Grievant and/or Association: _____

_____

Date: _____ Signature: _____

(This response to be made within 10 teacher work days after receipt of disposition.)

7. Date Received by Superintendent or Designee: _____

   Signature: _____

8. Date of hearing between Superintendent, Grievant and Assn. Rep. _____

   (Hearing must be held within 10 teacher workdays after receipt of position.)

9. Disposition by Superintendent: _____

   _____

   Date: _____

   Signature: _____

   (This response to be made within 10 teacher work days from hearing.)

10. Date Received by Grievant and/or Association: _____

    Signature: _____

11. Position of Grievant and/or Association: _____

    _____

    Date: _____

    Signature: _____

    (This response to be made within l0 teacher work days from receipt of disposition.)

12. Date Submitted to Mediation: : _____

13. Date of Mediation: _____

14. Disposition by Mediator: _____

    Date: _____ Signature: _____

    (This response to be made within l0 teacher work days from date of Board Hearing)

15. Date Received by Grievant and/or Association: _____

Signature: _____

16. Position of Grievant and/or Association: _____

_____

Date: _____ Signature: _____

(This response to be made within l0 teacher work days from receipt of disposition.)

17. Date submitted to Binding Arbitration: _____

18. Decision of Arbitrator:_____

_____

Date: _____ Signature: _____