MASTER AGREEMENT

PINE RIVER AREA SCHOOLS

AND

PINE RIVER EDUCATION ASSOCIATION
MEA/NEA

2025-2027

Ratified June 27th 2025

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MASTER AGREEMENT
PINE RIVER AREA SCHOOLS

This Agreement entered into between the Board of Education of the Pine River Area Schools, hereinafter called the "Board" and the Pine River Education Association, MEA/NEA, hereinafter called the "Association."

Statement of Non-Discrimination: It is in the policy of Pine River Area Schools that no person shall be unlawfully excluded from participation, be denied the benefits of, or otherwise subjected to discrimination in employment or educational policies and programs because of race, religion, color, national origin, age, sex, marital status or disability.

ARTICLE I – RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379 Public Acts of 1965, for all regular contract members of the Pine River Teaching Staff.The term "teacher", when used hereinafter in this Agreement, shall refer to all currently certified State of Michigan full-time and part-time teachers, counselors, student success coordinators, and school social workers employed by written contract, except substitute teachers employed on a day-to-day basis.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given written notice of the grievance settlement.

C. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the Michigan General School Laws.

ARTICLE II – TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection or to refrain from such activity. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by Act 379; that it shall not discriminate against any teacher with respect to hours, wages, or other terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any legal activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment or refraining from such activities.

B. The Board specifically recognizes the right of its teachers appropriately to involve the assistance of the Michigan Employment Relations Commission, or mediator from such public agency.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings upon proper application.

D. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District including the final budget and allocations and such other information as shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students. The Association shall be duly advised of fiscal and tax programs affecting the District, and the

Association shall, whenever feasible, have the opportunity to consult with the Board with respect thereto prior to general publication.

ARTICLE III – BOARD OF EDUCATION RIGHTS

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

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

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

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

ARTICLE IV – COMPENSATION AND EXPERIENCE CREDIT

A. The salaries of teachers are set forth in Schedules A and B.

B. The salary schedule is based upon a full-time teaching position covering the regularly scheduled school year per the current State of Michigan minimum instructional days and in accordance with the official calendar. Should legislation change whereby total annual hours becomes a consideration for make-up days, this clause will be deleted from the Agreement.

C. No teacher's normal workday shall exceed seven and one-half (7 1/2) hours per day, including lunch hour.

D. When a teacher has completed two (2) semesters in the system he/she will advance one step on the salary schedule in accordance with Schedule A. Half steps will be paid the average of the two whole steps they are between.

E. Years of service shall be calculated based on the board approved hire date or first working day, whichever occurs first.

F. The method of payment is as follows:

1. Paid every two (2) weeks in equal pays.

G. The dates of the pay cycle for each year will be from August 26th through August 25th.

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

A. Because the Board of Education has the statutory duty to educate all children within the boundaries of the School District, and because the student/teacher ratio is an important aspect of the educational program, and because the number of students the teacher is required to instruct has a direct bearing upon the amount of work required of the individual teacher, the parties agree that the size of the individual classes shall be given careful consideration and any inequities adjusted upon the request of the teacher or Association if economically and educationally feasible and desirable as determined by the Board of Education.

B. All attempts shall be made to maintain a maximum class size: Self contained classrooms, including elementary specials, in grades kindergarten through fifth grade shall not exceed twenty-eight (28), grades fourth through seventh shall not exceed thirty (30), and grades eight through twelve shall not exceed thirty-two (32) students per teacher. Industrial arts classes shall not exceed twenty-four (24) students per teacher. Physical Education (grades 6-12) classes shall not exceed forty (40) students per teacher. Strength and Conditioning classes shall not exceed twenty-eight (28) students per teacher. Vocal music (grades 6-12) and/or Band shall be open to any number registered.

1. Combination classrooms shall have up to and including twenty-four (24) students per Elementary classroom.

2. When these sizes are exceeded, a student overload will exist, and the following compensation will occur: 1) A classroom paraprofessional may be assigned to address the overload situation. The addition of this paraprofessional will increase the maximum class size by three (3) students. 2) Compensatory pay will be provided using the formulas that follow: Secondary teachers (grades 6-12) will receive one hour per week per student overload, Elementary teachers (grades K-5) will receive one hour per day per student overload, and Elementary Specials teachers will receive $3.35 per session per student overload; or 3) a meeting will be held with the Teacher, Association President and/or Representatives and Superintendent and/or Board Representatives to arrive at an agreeable solution to the problem.

3. Resource room class sizes and special education teacher caseloads shall not exceed numbers according to the State of Michigan Rules and Regulations or per waivers through the ISD.

4. If a teacher takes on an additional class during an existing class period, the teacher shall receive one-quarter of an hour of compensation per period of doubled classes.

5. When an overload exists, the teacher shall inform the Administration, in writing, that an overload exists. The Administration shall then have ten (10) days to resolve the overload before the aforementioned compensation begins.

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

D. The full-day, regular building schedule shall provide that Secondary teachers (grades 6-12) shall have one (1) planning/preparation period; likewise, Elementary teachers (grades K-5) shall be free from classroom duties for a minimum of forty-five (45) minutes per day on regular, full days of instruction for planning/preparation. This time shall be used for school business within district as determined by the individual teacher. If this business necessitates the teacher leave the district,

permission must be granted by the Administration. Should the Board of Education hire additional specialists, the elementary teachers shall be free from classroom duties for that period of time. This time may be added to the forty-five (45) minutes and averaged over a two-week period, provided such time does not exceed an average of sixty (60) minutes per day. Planning periods are not guaranteed on scheduled half- or partial days, or days shortened due to any reason.

1. In the event a teacher does not receive the planning/preparation time above specified, or shall be called upon to teach during a regularly scheduled preparation period, or shall be called upon to attend a meeting (extending beyond the meetings described in Schedule B, Section F.2), he/she shall receive compensatory time. Seven (7) hours of accrued time will equal one (1) day. Teachers may use up to two (2) days per school year. Any accrued compensatory time not used by the end of the school year shall be paid at the rate specified in Schedule B, Section F.4.

2. It is expressly understood that this provision is intended to cover emergency situations. Teachers shall not be assigned in place of a substitute teacher or be assigned when absence is known in advance if at all possible. However, teachers may volunteer in advance to cover for other absent teachers under the conditions established in Number 1 above. Such volunteers shall be placed on a list by hour by the building principal and called upon on a rotating basis inasmuch as is possible.

3. When a team-taught or paraprofessional-supported class is missing the Teacher of Record, the first priority is filling the Teacher of Record assignment, followed by filling the IEP-designated special educator; in cases where the special education teacher or paraprofessional is absent, a team-trained special educator will be sought first, followed by instructional staff otherwise not specially trained to team teach. If the paraprofessional assigned to the classroom is absent for the majority of scheduled class time, the teacher in the room shall be provided with one half (50%) of a compensatory hour.

4. Teachers who are assigned or who volunteer to accept an extra duty hour of instruction in lieu of a planning period do so with the understanding that where there is extra compensation for teaching an extra hour, there is no guarantee of any planning time during the instructional day.

5. Kindergarten through fifth grade teachers may earn up to seven (7) hours of compensatory time per school year for supervising classroom functions outside of the school day per the principal's expectations. Examples include: grade level music concerts, overnight class trips, family night events. Compensatory time earned should be time in direct supervision of students and/or setup/cleanup for an event per admin approval. Compensatory time cannot be earned for an event the teacher is receiving Schedule B pay for.

6. In the event that a class is to be offered outside of the regular school day for credit, or in an emergency situation, a teacher agrees to teach a class during the teacher's one scheduled planning/preparation period (Article V-D), such class shall first be posted for a period of seven (7) calendar days prior to being filled on a permanent basis. The Board shall select the applicant for such assignment who is most qualified to fill the position from the point of view of academic training and experience in the teaching of the subject to be assigned. Compensation shall be paid at a rate of one-seventh (1/7) of that teacher's daily rate.

E. Unless prohibited by legislation, the president of the Association shall be released from his/her teaching duties for one-half (1/2) day per month to work on matters of concern to the Association.

F. Any staff member required to work in excess of the teacher workdays specified in the regularly scheduled school year shall be paid his/her daily rate of pay for all additional days or hours. This does not affect Schedule B positions.

G. Compensatory time shall not be granted to extend regularly scheduled vacations, nor shall it be used to work for another employer.

H. Building start times and staff report times are in Schedule C of this Agreement.

I. The length of the elementary teaching day shall be as near as possible to the length of the secondary teaching day.

J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, sex, color, national origin, or marital status or membership in or association with the activities of any teacher organization. The Board and Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

K. All elementary and secondary teachers shall attend school functions of their respective buildings, such as Open Houses, Parent-Teacher-Conferences, student activities for which they are responsible, and student dances for which they have volunteered. Teachers shall be responsible for supervision at any official class functions for which they have agreed to supervise. The Association recognizes the fact that it is in each teacher's professional interest to be involved in extracurricular activities during the school year. It is further recognized that different buildings have different needs and thereby may by necessity and/or design conduct different after school activities, requiring different hours; however, every effort will be made by the administration to ensure hours required are similar from building to building over the course of the school year.

1. Due to low attendance at high school spring parent teacher conferences and the desire to have more teachers attend high school events, high school employees covered by the PREA Contract must elect one of the following, in writing, utilizing the form available on the Pine River website:
   a. Attend the High School Senior Awards ceremony
   b. Attend High School Graduation
2. Failure to attend one of the above options will result in payroll deduction of $150.
3. Regardless of which option is selected, high school employees covered by the PREA Contract must still make calls to parents as directed/needed.

L. All teachers must attend meetings called by the administration as a regular part of their teaching duties unless otherwise excused by the administration. All meetings shall begin within thirty (30) minutes after an operational school day. Morning meetings may be held provided they adjourn within fifteen (15) minutes of school starting time.

M. Teachers shall give account for school materials, equipment, and facilities assigned to them provided they have sole responsibility for their working area.

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

O. Every effort will be made by the administration to ensure that facilities are maintained in a safe and healthy condition.

P. All teachers who are eligible to receive the services of a trained aide(s) shall be consulted before such services begin. Training of aides is the responsibility of the administration.

Q. Bargaining unit Mentor Teacher positions shall be developed on an as-needed basis to function as an advisor/resource person to probationary teachers by the employer according to the following guidelines:

1. Whenever possible, such mentor teachers shall be tenured teachers. It is understood and agreed that mentor teachers may also be retired teachers or college professors as allowed by law. Whenever possible, no mentor will be assigned more than one (1) probationary teacher per year, and the Association will be notified in such situations.

2. A bargaining unit mentor teacher shall serve on a voluntary basis and shall work with probationary teachers from a related area of expertise, responsibility or experience.

3. A bargaining unit mentor teacher may have released time as approved by his/her principal to use to observe or otherwise be available to the probationary teacher assigned.

4. The mentor teacher shall not be expected to act in an evaluative, disciplinary or supervisory capacity over a probationary teacher, nor shall the mentor teacher be required to provide information for use in such administrative functions regarding the probationary teacher assigned. The function of mentoring shall not be included, on the mentor teacher's request, in the mentor teacher's performance evaluation.

5. The mentor teacher shall assist the probationary teacher in planning with the administration the fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher.

6. A mentor teacher may not continue in that position from year-to-year unless requested to do so by the principal. The probationary teacher involved shall have input into this process.

7. Mentor teachers shall be paid $30/hour.

8. Mentors are expected to perform the following duties:

    a. Spend approximately forty-five (45) minutes of planned time with the assigned probationary teacher twice a month. Planned time meetings should be a minimum of fourteen (14) hours and a maximum of thirty (30) hours per semester unless additional time is pre-approved by the principal.

    b. Document all dates of conferences, personal contacts and classroom visits with the assigned teacher in a conference log that is to be provided to the principal at the end of each semester.

    c. Suggest current research or otherwise provide insight and suggestions for improving instruction in both the probationary teacher's subject area and in the classroom management strategies.

    d. At least one (1) planned classroom visit conducted during the year.

    e. Help probationary teacher select appropriate in-service days that meet the state guidelines (currently fifteen (15) days in a three (3) year period).

    f. Be part of a summer or other non-instructional day "Mentor Day" for up to two (2) days, not to exceed six hours, for a stipend of $125. Must have a principal signed, pre-approved agenda and all mentors and mentees must be invited.

R. Teachers will sign and adhere to the computer and network acceptable use policy.

S. The term "part time teacher" shall be understood to be any highly qualified teacher employed by the district for less than 100% of the contracted teaching day. All stipulations within the Agreement will be applied equally to full time and part time employees, except to comply with the following.

1. Tenured teachers may request job sharing by sending a letter to the superintendent.

2. The prorated percentage of a part time teacher's assignment shall be determined using a mutually agreed upon method by the Board and the Association, calculated on an

individual basis. This will be used in determining the annual compensation for the part time teacher.

3. The prorated portion of Board-contributed health insurance premiums will be computed in the same manner as the annual compensation, unless the prorated portion is greater than or equal to seventy-five percent (75%) of full time, in which case the part time teacher's benefits will be equal to that of a full-time teacher's benefits, or as required by law.

4. A part time teacher will move up in experience steps equivalent to a full-time teacher.

T. Special Education teachers may use up to two (2) days per semester, provided a sub is pre-arranged, taken in half or whole days, to prepare and conduct IEPs, progress monitoring, one-on-one student testing, or other duties as determined by the teacher in conjunction with the Administration and/or Special Education director.

U. A teacher teaching in lieu of a preparation period for a semester or longer shall receive one-seventh of his/her contractual salary on a pro rata basis.

ARTICLE VI – VACANCIES AND PROMOTIONS

A. Whenever a vacancy in a professional teaching position in the District shall occur, the Board shall publicize the same by giving written notice of a vacancy via email to each bargaining unit employee and providing appropriate posting in each of the school buildings. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for seven (7) calendar days. Any teacher who wishes a change in his/her teaching assignment for the ensuing school year should provide a letter to both the Superintendent and Building Principal not later than April 1 of the school year.

1. When a vacancy is posted, the posting will be internal for the first seven (7) calendar days, then external, except when mutually agreed upon by the Superintendent and Association President. If mutually agreed upon, a modified posting schedule may be followed.

2. Any qualified teacher with proper certification may apply for any vacancy. In filling such a vacancy, teachers presently on the staff should receive first consideration.

B. Notification (Posting) of Vacancies and Application: Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association President. Positions shall be posted at least seven (7) calendar days prior to being filled. Bargaining unit employees may apply for such positions by submitting an email of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Letter D below.

C. Decisions about placement of a teacher under Revised School Code Section 1249, or who is assigned to students in any grades K-12 as a teacher of record will be made by the procedure outlined in letter D below. The parties agree that the procedures established in this Article for placement constitute clear and transparent procedures as required under Revised School Code Section 1248.

D. Placement of Teachers of Record: The Superintendent decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, Teacher of Record placement decisions will be made by the Superintendent or designee in their discretion based on the following factors:

1. Staffing the curriculum with the most effective and qualified Teachers to instruct the applicable courses and grade levels.

2. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, is determined by the Revised School

Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.

3. Teacher of Record placement decisions must be made based on effectiveness criteria established by Revised School Code Section 1249.

4. Teachers of Record must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office.

   a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

   b. Credentials needed for district, school, or program accreditation;

   c. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;

   d. Disciplinary record, if any;

   e. Length of service in grade level(s) or subject area(s);

   f. Recency of relevant and comparable teaching assignments;

   g. Previous effectiveness ratings;

   h. Punctuality and habitual use of unpaid days not protected by FMLA, ADA or other state or federal law;

   i. Compliance with state and federal law.

5. Length of continuous service at Pine River may be considered as a tiebreaker if a Teacher of Record placement decision involves 2 or more teachers and all other distinguishing factors are equal.

E. If a Teacher of Record petitions for nullification of the teacher certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

ARTICLE VII – SICK LEAVE AND LEAVES OF ABSENCE

A. Teachers shall be granted eight (8) sick days per year. Sick days will be credited to each teacher's sick day account at the beginning of the school year. Sick days may be used for an individual illness as well as that of a family member. A family member includes a child, parent, spouse, domestic partner, grandparent, grandchild, sibling, or other family pre-approved by Superintendent, as defined by the FMLA (Family Medical Leave Act) and ESTA (Earned Sick Time Act) and shall not provide greater benefits than that allowed by the statute. If at the end of a school year more days have been used than accumulated, it will be deducted from the teacher's last check. The administration reserves the right to ask for a doctor's note in the event of questionable use of leave time.

1. Sick leave days may accumulate to an unlimited number of days. Accumulated sick leave days shall carry over to the next school year.

2. After ten (10) continuous years of service at Pine River Area Schools, teachers retiring through the Office of Retirement Services (ORS/MSPERS) shall be paid seventy-five percent (75%) of the daily sub rate for a maximum of 150 days. Teachers voluntarily leaving after ten (10) continuous years of service at Pine River Area Schools shall be paid at fifty percent (50%) of the current daily sub rate for their accumulated sick days up to a maximum number of 135 days.

B. Up to four (4) personal business days may be granted to a teacher for the purpose of transacting business of an urgent nature which cannot be transacted at times other than the normal working hours. These days are not intended to be used to extend vacations, holidays, or summer breaks. Written application shall be made at least three (3) days prior to the expected date of absence, except in the case of an emergency situation. Unused personal business days roll over to sick leave accumulation. No more than two (2) personal days may be used consecutively.

Disclosure of the reason for use of personal business days is to be at the discretion of the teacher. The Board reserves the right to deny personal business days when too many staff members request the same day and permission for all requests would make it impossible to hire substitutes. Compensatory time will follow the same guidelines and limitations as Personal Business Days.

C. Special Circumstances: Should extenuating circumstances occur, compensatory time or a personal day may be used to extend a vacation with pre-approval of the Superintendent.

D. Upon reaching ten (10) years of teaching and provided the two (2) most current year-end evaluations are rated as effective or better, leaves of absence without pay may be granted upon application for not more than one (1) year, unless by mutual agreement, for the following purposes:

1. Special program completion problems may be considered by the Board. The regular salary increment occurring during such period shall be frozen.

2. For a teacher to work outside of the field of education in his/her field of specialization training.

3. All unpaid leaves of absence, granted by the employer, will result in the employee paying the cost of his/her benefits for the time of the unpaid leave.

E. Family and Medical Leaves: Leave without pay may be granted up to a maximum of one (1) year renewable at the discretion of the Board.

1. Upon request, the Board shall grant unpaid leaves of up to one (1) year renewable for the following reasons:

   a. The serious health condition of the employee; or

   b. The serious health condition of the employee's spouse, parent, parent-in-law, grandparent, or child; or

   c. The birth of a child; or

   d. The placement of a child for adoption or foster care.

      The term "child" includes any individual under 18 for whom the employee serves *in loco parentis*; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

   e. Other reasons pursuant to FMLA.

2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began as provided for twelve (12) week FMLA leave. 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.

3. The employee shall use all accrued paid sick leave and/or personal leave during the leave. The remainder of any leave will be unpaid.

4. Health benefits will be continued for the first twelve (12) weeks of leave in any twelve (12)-month period under the same conditions and at the same level as if the employee were still at work.

5. Seniority shall continue to accrue during the leave.

6. The employee shall have the right to take the leave on a reduced or intermittent schedule if subject to FMLA .

7. Whenever practicable, the employee will provide the employer at least thirty (30) calendar day's written notice of the request for the leave. It will include the reason for the request, the expected beginning date, and the expected ending date.

F. After ten (10) years of effective/highly effective service, leaves of absence shall be granted of up to two (2) years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of salary schedule set forth in Schedule A of this Agreement.

G. 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 the duties of the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

H. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States, not to exceed the normal tour of duty.

Teachers on military leave shall be given the benefit of any increment which would have been credited to them had they remained in active service to the school system.

I. Teachers may take one day a year, charged to sick leave, for the birth of a grandchild, to attend the funeral of an individual not addressed under "funeral leave" or for emergency concern or special circumstance. Requests for additional days under this category must be made directly to the Superintendent.

J. In case of a death in the immediate family, three (3) days of Funeral Leave, not deductible from the teacher's sick leave allowance, shall be granted. In cases where additional bereavement leave days may be required, the Superintendent shall grant, upon request, two (2) additional days for this purpose, such days to be deductible from the teacher's sick leave allowance. For the purposes of this Article, the "immediate family" shall be defined as including spouse, parent, children, siblings, grandparents, grandchildren, mother-in-law, father-in-law, sons-in-law, daughters-in-law, aunts, uncles, and residents of the immediate household or other family preapproved by the Superintendent.

K. Any teacher who suffers an on-the-job injury, which is compensable under the Michigan Workers Compensation Law, may receive the difference between his/her normal wages and the amount he/she is provided by Worker's Compensation deducted from his/her prorated accumulated sick leave.

L. A leave of absence will be granted to a teacher called for jury service. The Board shall pay an amount equal to the teacher's daily salary, and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expenses) shall be given to the School District for such day on which the teacher reports for or performs jury duty. Teachers subpoenaed to court shall be paid in the same manner.

M. At the beginning of each school year, the Association shall be credited with twenty (20) days to be used by the teachers who are officers or agents of the Association with a maximum of three (3) consecutive days being used by any one teacher, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association shall pay the cost of substitute teachers.

In the event a teacher is elected to state office, days used to attend regular meetings shall not be deducted from the Association days.

N. Any day on which an employee is absent, and he/she is engaged in professional business as an observer or participant under the direction of the Board of Education, shall not be regarded as an absence, provided such business has been cleared through the Superintendent's office.

O. The following shall be in effect in the event school is closed on a regularly scheduled day:

1. Sick Leave: Sick leave shall not be deducted if such day falls on the day of a prearranged paid sick leave.

2. Personal Business Leave: A personal business day shall not be deducted if such day falls on the day of a prearranged personal business leave day.

3. Funeral Leave: Funeral leave day taken under Article VIII, Section H, shall not be deducted if such day falls on a prearranged funeral leave day and the individual uses that day for the purpose intended.

P. Teachers using not more than two (2) sick and/or personal days during the school year will receive a five hundred dollar ($500.00) stipend at the end of the year. Teachers using more than two (2) but not more than five (5) days during the school year will receive a two hundred and fifty dollar ($250) stipend at the end of the year. First year teachers will be granted the yearly allotment of sick days and will have the option of placing one (1) sick day in the Teacher Sick Bank. Days placed in the sick bank will not be counted as days of absence. Compensatory Time will not be included for determining the payment of attendance stipends.

Q. Sick Leave Bank

1. The Board of Education will cooperate in the operation of a Sick Leave Bank. All certified professional personnel of the bargaining unit may participate in the bank on a voluntary yearly basis. First year teachers will have the option to be granted eight (8) sick days of which one (1) will be placed in the Teacher Sick Leave Bank. Exceptions to this Article will be individuals who are on short or long-term disability.

2. The primary purpose of the Sick Leave Bank is to protect an employee's earning power during periods of protracted and unavoidable absence due to his/her incapacity to perform the responsibilities of his/her assignment.

3. Each individual teacher may join the Sick Leave Bank only after she/he donates one (1) day and only one (1) day of his/her accumulated sick leave to the bank and submit his/her authorization to join. The authorization to join must be made at the beginning of each participatory year or during the first thirty (30) work days of employment with the district. Teachers opting to not enroll in the Sick Leave Bank during the open enrollment period shall be denied membership to the bank for the duration of that school year.

4. In the establishment of the Sick Leave Bank, each employee that agrees to take part in the Sick Leave Bank will donate one (1) day as described in paragraph 3 of this section. The Sick Leave Bank shall not exceed three hundred (300) days. First year teachers may join with one (1) day regardless of accumulated days.

5. A member will donate one (1) day of his/her sick leave to the bank only when the tabulation drops below two hundred (200) days. When the bank falls below the two hundred days (200), an additional day will be taken from all participating members at the start of the following year. No days will be deducted from any employee if the deduction of the days from any or all participating employees causes the maximum, outlined in paragraph 4 of this section, to be exceeded.

6. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.

7. Upon depletion of a member's own accumulated sick leave, he/she must wait an additional ten (10) school days before drawing from the Sick Leave Bank. The ten (10)

school days may be paid retroactively when or if the Sick Leave Bank Committee has authorized a grant.

8. Maximum withdrawal will not exceed ninety (90) days per person per year. When, and only when, the teacher is eligible for LTD, the total amount of days that may be withdrawn shall be no more than the number of days needed between the member's accumulated sick leave and the time period that is required before LTD takes effect.

9. A person who is on layoff or on a non-compensated leave of absence shall not be able to withdraw days from the Sick Leave Bank except as specified in paragraph 10 of this section.

10. A member of the Sick Leave Bank on a non-compensable leave of absence due to reason of disability is eligible to apply for coverage by the bank and may use these non-compensable days to satisfy the waiting period of (10) days as mentioned in paragraph 7 of this section.

11. The Sick Leave Bank Committee will control the Sick Leave Bank and retroactive withdrawals. The committee shall consist of the President and Vice President of the Association, the Superintendent, and the employee's immediate supervisor. Granting of Sick Leave Bank withdrawal and retroactive pay shall be determined by secret ballot with each member of the committee having exactly one (1) equal vote. Simple majority of the vote will rule.

12. The Sick Leave Bank Committee may request documentation verifying incapacity to perform his/her teaching responsibilities and his/her need to Sick Leave Bank withdrawal.

13. Any participating teacher who has used days from the Sick Leave Bank will not be required to pay back those days the first time he/she utilizes the Sick Leave Bank, along with subsequent requests made within one (1) year of, and directly related to, the first request. Any participating teacher who has requested to withdraw days two (2) or more times for different reasons will repay the number of days used by donating no less than three (3) of his/her accumulated sick leave. These three (3) days will apply toward repayment. If the number of accumulated days in the sick bank falls below 200, one (1) additional day will be donated from his/her accumulated sick leave, which is needed for Sick Leave Bank participation. This one (1) day does not apply toward repayment of day(s) used. Donations will be made at the start of the contract year until all withdrawn days are replaced. Teachers who use days from the Sick Leave Bank and do not continue participation will repay Sick Leave Bank days used by forfeiting seven (7) days of accumulated sick leave days per year until repayment equals the days withdrawn from the Sick Leave Bank.

R. Each teacher will be given one (1) Professional Day to attend a professional development opportunity for a paid position that they currently hold. Examples could include attending a teaching conference, a coaching clinic, or shadowing another teacher in district or outside of district. No sick or personal days shall be deducted from the teacher. All professional development must be approved by the Administration.

ARTICLE VIII – PROTECTION OF TEACHERS

A. Concerning teacher discipline, the parties agree as follows:

1. For tenured teachers, consistent with the Teachers Tenure Act, discipline may only be issued for non-arbitrary or capricious reasons and the parties subscribe to the concept of progressive discipline as required by law. Disciplinary measures should include remedial training where appropriate. The District reserves the right to apply disciplinary measures, consistent with the severity of the infraction.

2. Progressive Discipline: A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

   a. Verbal warning

   b. Written warning

   c. Written reprimand

   d. Suspension(s) without pay

   e. Discharge.

   The parties recognize that the severity of an offense may provide for the acceleration of the above progression of discipline.

3. Probationary teachers cannot grieve discipline. Tenure teachers may only grieve discipline up to arbitration.

B. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the Administration, and if the Administration concurs and such help is available, reasonable steps shall be taken to provide such special attention as is required. In the event of a disagreement, the teacher may appeal the decision in writing to the superintendent. The superintendent shall respond to this appeal in writing within three (3) business days.

C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in the handling of the incident by law enforcement and judicial authorities, in accordance with School Board Policy 5206.

D. If any teacher is complained against or sued by reasons of lawful disciplinary or other lawful action taken by the teacher against a student, the Board shall provide liability insurance coverage and defense, provided that the teacher's professional organization does not make such reimbursement.

E. The Board shall reimburse teachers up to $250 any loss, damage, destruction of clothing or personal property, or insurance deductible of the teacher while on duty for the school or on the school premises, provided that such loss is not the fault of the teacher due to negligence, and provided that such loss is not covered by the owner's insurance or the school's insurance.

F. Any complaints by a parent of a student directed toward a teacher may be put in writing by the parent and called to the teacher's attention, although it is recognized that the administration must follow legal procedures in the event of specific allegations.

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

H. The official personnel file for each teacher shall be maintained in the central school office. Any material shall be brought to the attention of the teacher before being placed in his/her file. If the teacher disagrees with the material, he/she shall have the right to file a written response within ten (10) days and such response shall be filed in his/her personnel file.

   A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual, and there shall be no written record of such in the employee's Personnel File.

I. A teacher shall have the right by appointment to review the contents of all records, excluding initial references, of the District pertaining to said teacher, originating after initial employment, and to have a representative of the Association present during such review.

J. The teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof outside of school hours shall be grounds for any discipline or discrimination with respect to the professional employment of the teacher.

K. FOIA (Freedom of Information Act): All items placed into files that can be accessed through FOIA must be initialized by the teacher prior to being placed in the file. When a person, other than the employee(s) given direct responsibility of managing the files, asks to see an employee's file, the employee whose files are being requested will be notified immediately and the maximum time permitted by law will be taken before files are shown or turned over unless the teacher whose files are being requested waives this action upon notification.

ARTICLE IX – NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings. Items for a given meeting shall be limited to an agenda proposed in advance.

B. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE X – PROFESSIONAL GRIEVANCE PROCEDURE

A. A grievance shall be defined as a claim and/or a complaint by a bargaining unit employee or a group of bargaining unit employees or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any established practice, rule, order, policy, or regulation affecting bargaining unit employees may be processed as a grievance as hereinafter provided.

B. Reference to "days" in the procedure shall mean work days (Monday through Friday during summer recess). Time limits may be extended by mutual written agreement of the parties.

C. It is mutually agreed that all grievances, disputes, or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slowdown, walk-outs or any other cessation of work through the use of any method of lockout or legal proceedings.

D. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Board and the Association.

E. Hearing Levels:

1. Informal Level: When a bargaining unit employee(s) or the Union believe a grievable incident has occurred, the affected bargaining unit employee(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Union shall be notified and a representative thereof present with the bargaining unit employee at such meeting. If the bargaining unit employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint.

2. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit employee(s) and his/her immediate supervisor, the complaint may be formalized in writing within ten (10) working days of the meeting between the supervisor and the affected bargaining unit employee(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.

3. Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1, the grievance shall be transmitted to the Superintendent. Within seven (7) working days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent shall, within five (5) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(s).

4. Formal Level 3: If the Union is not satisfied with the disposition of the grievance at Level 2, the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding.

   a. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.

   b. The arbitrator shall have the authority to issue any appropriate remedy.

   c. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

F. Miscellaneous Conditions:

1. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

2. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level 2 of the grievance procedure.

3. If any bargaining unit employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost, plus reasonable interest. If any bargaining unit employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money plus reasonable interest shall be paid to him/her and his/her record cleared of any reference to this action.

4. For the purpose of assisting a bargaining unit employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit employee or any issue in the

proceedings in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.

5. A bargaining unit employee who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.

ARTICLE XI – MISCELLANEOUS PROVISIONS

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers must report unavailability as soon as possible using the Board approved service provided. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

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

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

D. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE XII – INSURANCE

A. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverages, as determined and maintained by the Board during this Contract. The Board reserves the right to self-insure any of the above benefits. Additionally, the Board shall not be required to remit premiums for any insurance coverages for member and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Member is responsible for assuring completion of all forms and documents needed to receive the insurance coverage. The District, by payment of the premium payments required to provide insurance coverage, shall be relieved from all liability with respect to insurance benefits. Health insurance plans provided will be negotiated and agreed upon by the PREA association representatives.

The Board shall provide health, dental, vision, life and long term disability coverages to all eligible employees. Benefit summaries and plan options will be available on the Transparency tab on the school website.

1. Health Plan options, Prescription plan, and Telehealth Benefits
2. Dental; Vision; and Life, AD&D, and LTD Benefits
3. The Board will contribute up to the maximum amount allowed by the Michigan Department of Treasury under Public Act 152 toward the cost of the plan for all

enrollees: single, two-person, and family contracts. Employees must pay all premiums above the allowed amount, as defined by Public Act 152.

If PA 152 is repealed during the term of this agreement, the District's contributions shall remain capped at the previous PA 152 levels, with annual increases requiring the percentage increases in the premium costs up to three (3) percent per year. The Board shall determine the annual increases for percentage increases to premium costs including taxes, assessments, and copayments for which each member is responsible in excess of Board paid premium contributions, subject to payroll deduction.

4. The Board will grant an annual cash in lieu option in the amount equal to 70% of the maximum amount allowed by the Michigan Department of Treasury under Public Act 152 toward the cost of a single enrollee to any employee who declines health benefits offered by Pine River Schools. Employees who decline health benefits must have proof of qualified health care coverage to elect the cash-in-lieu option.

B. The District and PREA leadership will review the insurance plan options with the insurance vendor annually no later than December 1 and mutually agree upon any plan changes through a letter of agreement. Health insurance plan summaries and payroll deduction amounts will be provided to PREA President prior to the employee's health insurance open enrollment period.

C. All costs to implement and administer the Section 125 plan shall be borne by the Board.

D. Health plan specifications shall not include coverage for abortion services, which the Board is prohibited from funding under Section 166d of the 1997-1998 State School Aid Act or its successor provision.

E. It is expressly understood that when the District employs two spouses, no duplicate health insurance shall be issued, it being the intent of the Board to provide only the insurance coverage for the entire family within the above program. For married couples employed by the School District, one of the spouses must select the cash-in-lieu plan option.

F. Negotiated Term Life Insurance benefits shall be paid to the employee's designated beneficiary.

G. The Board shall be the policy holder.

H. Teachers hired for the 2025/26 school year or later, who have previously retired through ORS (State of Michigan Office of Retirement Services), will not receive medical insurance or cash in lieu payments.

ARTICLE XIII – SENIORITY

A. Seniority shall be defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's board-approved hire date or first working day, whichever occurs first. All bargaining unit employees shall be ranked on the list in the order of their board-approved hire date or first working day, whichever occurs first, as defined above. In the circumstance of more than one individual having the same board approved hire date and the same first working day, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit employees so affected will be notified 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 bargaining unit employees and Association Representatives to be in attendance.

B. The term "seniority" as hereinafter used shall be length of continuous service with the Pine River Area Schools starting with the board approved hire date or first working day, whichever occurs first.

Leaves of absence granted pursuant to this Agreement shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be

considered for the purpose of accumulating seniority but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

C. All seniority is lost when employment is severed by resignation, retirement, discharge, or transfer to a non-bargaining unit position for more than one (1) year. However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

D. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or less, or for the full duration of a leave of absence due to Military Duty leave or leave granted under Article VII Section E.

E. The Board of Education shall prepare a seniority list by classification based on continuous service in the Pine River Area Schools and transmit a copy of the same to the Association on or before the first day of October of each year of this Agreement. Challenges or revisions to the list must be filed by November 1 of that same year; Otherwise, the seniority list will be considered final for that school year.

ARTICLE XIV – MILEAGE/CARTAGE ALLOWANCE

A. Each itinerant teacher shall have an assigned beginning school for each day. Travel between the assigned school and other school shall be reimbursed. A daily record will be maintained and must be submitted monthly for reimbursement to the business office. This form must be submitted to the business office through the building or central office secretaries no later than the 15th day of the following month.

B. All mileage will be reimbursed at the approved current rate set by the IRS.

ARTICLE XV – SCHOOL IMPROVEMENT/SITE-BASED DECISION-MAKING

A. The Board and the Association recognize that employees at individual schools are given increased responsibility pursuant to planning and problem solving which focus on improving quality and delivery of educational services.

B. A Building Site-Based decision-making committee consisting of each building's School Improvement Team will be established for the purpose of school improvement planning.

This committee will submit all plans to the Board of Education for approval.

C. If any aspect of a site-based decision-making plan is contrary to the terms of the collective bargaining agreement, said aspect will not be implemented unless the SDC obtains a waiver from the Association. Said waiver must be in writing and must specify the contractual provision waived, the nature and duration of the waiver, and the employees affected by the waiver. The waiver will be considered an addendum to the collective bargaining agreement, and any dispute as to its interpretation or application will constitute a grievance within the meaning of said agreement. No such waiver shall be precedent setting nor shall it extend beyond the life of this agreement.

D. Except to the extent waived above, the collective bargaining agreement will remain in full force and effect and have full application to the employees who are affected by the site-based decision-making arrangement.

E. No employee will be excluded from the bargaining unit as a supervisory or managerial employee within the meaning of the Labor Relations Act by reason of his/her participation in a site-based decision-making arrangement.

F. The Board reserves the exclusive right to reject a proposed plan, and to reject a request for renewal or extension of a plan.

In those instances where a proposed plan is rejected or not renewed, the Board will identify the reasons. It is expressly understood that the Board's decision to reject a proposal or not to renew/extend a plan is not subject to the grievance procedure detailed in Article XIII.

G. Participation in site-based decision-making necessitates work beyond the regular workday. Participants will be compensated according to Schedule B. Participants anticipating compensation according to Schedule B shall make their intentions known to the administration and may so be excused from the volunteer school improvement planning team for that month.

ARTICLE XVI – LEAST RESTRICTIVE ENVIRONMENT

A. Local District Planning
Upon signing of this agreement, the Board shall immediately meet with the Association and fully advise it regarding the history and status of all current or prospective planning activities relating to the implementation of the least restrictive environment (LRE) concept throughout the Wexford-Missaukee Intermediate School District and the Pine River District, or any portion thereof. Whether such planning has commenced or not, from the signing of this agreement forward, whenever such planning activities occur, the Board shall assure that the Association shall be a full participant in any planning process involving the district, as well as in the formulation and presentation of the Board's position as a part of any such planning activities involving the Intermediate School District.

In cases where plans are completed without initial Association participation and are already in the process of implementation, the Association shall be provided the opportunity to review and recommend modification.

B. IEPC/MET Participation
Whenever it is known in advance that a bargaining unit member will be providing instructional or other services to a handicapped student in a regular education classroom setting he/she shall be invited, in writing, to participate in the individual educational planning committee (IEPC) that may initially place (or continue the placement of) the student in a regular education classroom. Unless directed to attend by Employer, the member may choose not to do so.

ARTICLE XVII – MEDICALLY FRAGILE STUDENTS

No bargaining unit member, except an employee hired for this purpose, shall be required to provide custodial care or health services or any act or function constituting the practice of medicine. The teacher shall be informed and instructed as to emergency measures that may be necessary because of the student's condition.

ARTICLE XVIII – TEACHER EVALUATIONS

A. A Teacher of Record's annual evaluation will consist of classroom observations and teacher professional responsibilities, as well as K-12 student growth data as determined by the following:

1. 20% of year-end evaluation score determined by K-12 student growth.
    a. Data from student scores will be analyzed and score determined using rubric agreed upon by the District and District's School Improvement Teams. (Article XV-B)
2. 80% of year-end evaluation score determined from objective criteria in the Danielson Model using the board approved evaluation tool.

a. The scoring rubric and contents of the Danielson domains will be agreed upon and determined by the District and District's School Improvement Teams.

B. Evaluation Process: Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

1. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement with appropriate written feedback provided to the teacher.

2. In order to ensure the criteria above, the observation shall be no less than fifteen (15) minutes in length.

3. There shall be at least two observations; one planned observation with a date given to the teacher at least two (2) school days prior to the observation. One observation may be unscheduled. There shall be at least two classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 60 days apart. The first observation shall occur no later than December 15 of each school year. The second will take place by April 18th.

4. Feedback will be provided electronically (via email notification from the district's approved evaluation tool) no later than ten (10) work days after the observation occurred. Either party (teacher or administrator) has the right to initiate a post-observation in-person meeting to discuss feedback that was provided electronically following the observation.

a. A teacher who disagrees with an observation or recommendation may submit a written answer within five (5) school days of the post-observation conference that shall be attached to the file copy of the observation file. Teacher's signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

b. If a tenured teacher deems necessary, a grievance may be filed following the procedures indicated in Article X.

c. Probationary Teachers cannot challenge any aspect of the evaluation process, including observations, the IDP, the mid-year performance review or their assigned rating.

d. An alleged violation of this Article is not subject to arbitration in the grievance process. An Arbitrator, however, has jurisdiction to consider a grievance filed under the grievance procedure by a tenured teacher of record who receives two (2) consecutive ratings of "needs support."

C. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP, an overall evaluation rating of "needing support", or "developing" rating thereafter, and/or are 1st year teachers, shall be provided the following:

1. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.

2. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.

3. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 28th, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

4. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

D. A year-end performance evaluation effectiveness rating, of effective, developing, or needing support;

E. All monitoring or observation of the work of a teacher shall be conducted openly and with knowledge of the teacher.

ARTICLE XIX – REDUCTION IN PERSONNEL

A. New employees hired into the Unit shall be considered as probationary employees as prescribed by the Tenure Act.

B. The term "seniority" as hereinafter used shall be length of continuous service with the Pine River Area Schools as described in Article XIII A and B.

C. The Board of Education shall prepare a seniority list based on continuous service in the Pine River Area Schools and transmit a copy of the same to the Association on or before the first day of October of each year of this contract.

D. Necessary Reduction of Personnel - Layoff: The parties hereto, realizing that education, curriculum, and staff to a large degree depend upon the economic facilities available to the Board of Education and provided by the public and the State of Michigan, and in accordance with this realization, understand that in some instances it may be economically necessary to reduce educational programming, curriculum, and staff when funds are not available. It is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates. In order to promote an orderly reduction in personnel, the following procedure shall be used:

1. Curricular Area: The decision to determine this area lies with the Board of Education per Administrative input.

   a. Certification: Teaching staff within the selected curricular area that are certified to teach in other subject areas may be offered a different position within their certifications.

   b. In the event that a layoff must take place, a higher seniority teacher in a curricular area may make a written request to be identified to receive the layoff notice ahead of another teacher. The final decision will be determined by the Board of Education.

2. End of Year Evaluation Category: Teachers within the lowest category will be considered first. (Order as follows: Needs Support, Developing, then Effective).

3. Seniority within Evaluation Category: Teacher(s) with lowest seniority in the Needs Support category must be laid off first using the seniority list provided to the Association (Article XIII-E).

   Exception: If a teacher has had a year-end "Highly Effective" evaluation rating in one or both of the last two years, then that teacher will move to the top of the list in the current evaluation category. In the case that all lowest seniority teachers identified as "Needs Support" are laid off, then the teacher(s) with a "Highly Effective" rating will be considered based on seniority, prior to the teacher(s) identified as "Developing."

E. Every effort will be made to inform affected teachers of a potential layoff as early as possible.

F. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance.

G. Teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified. If a teacher is recalled, he/she shall respond within thirty (30) days. Failure to respond shall forfeit his/her right to recall.

Teachers will remain on the recall list for a period of twenty-four (24) months from the date of the board approved layoff. If a teacher is recalled and offered a job they are certified for, and the teacher turns it down, said teacher will forfeit his/her right to remain on the recall list.

H. The recall list shall be maintained by the Board, and a copy of said list shall be provided to the Association President.

SCHEDULE A – SALARY SCHEDULE

2025/26 (+3%)			
Step	**BA I**	**BA+15 II**	**MA III**
1	$41,442	$43,514	$45,587
2	$43,688	$45,346	$47,418
3	$45,529	$47,277	$49,216
4	$47,777	$49,470	$51,259
5	$50,125	$51,878	$53,843
6	$51,653	$53,767	$55,400
7	$54,625	$56,575	$57,470
8	$57,702	$59,603	$60,982
9	$61,081	$62,311	$64,184
10	$63,533	$64,816	$66,745
11	$63,903	$66,244	$68,218
12	$65,303	$67,673	$69,691
13	$66,703	$69,092	$71,164
14	$68,106	$70,532	$72,638
15	$69,651	$71,059	$73,178
16	$70,166	$71,585	$73,719
17	$70,681	$72,111	$74,259
18	$71,196	$72,638	$74,799
19	$71,389	$73,041	$75,174
20	$71,584	$73,446	$75,548
21	$71,778	$73,850	$75,922
22	$72,947	$75,018	$77,090
23	$74,082	$76,154	$78,226
24	$75,184	$77,256	$79,329
25+	$76,253	$78,325	$80,398
For the 2025/26 school year only, a $750 off-schedule payment will be processed the second payment in December 2025.			

2026/27 (+3%)			
Step	**BA I**	**BA+15 II**	**MA III**
1	$42,685	$44,820	$46,954
2	$44,999	$46,706	$48,841
3	$46,895	$48,695	$50,693
4	$49,210	$50,954	$52,797
5	$51,629	$53,434	$55,459
6	$53,203	$55,380	$57,062
7	$56,264	$58,272	$59,194
8	$59,433	$61,391	$62,812
9	$62,913	$64,180	$66,110
10	$65,439	$66,760	$68,747
11	$65,820	$68,232	$70,264
12	$67,262	$69,703	$71,782
13	$68,704	$71,165	$73,299
14	$70,149	$72,648	$74,817
15	$71,740	$73,190	$75,374
16	$72,271	$73,733	$75,931
17	$72,801	$74,275	$76,487
18	$73,332	$74,817	$77,043
19	$73,531	$75,233	$77,429
20	$73,731	$75,650	$77,815
21	$73,931	$76,065	$78,200
22	$75,135	$77,269	$79,403
23	$76,304	$78,439	$80,573
24	$77,439	$79,574	$81,708
25+	$78,541	$80,675	$82,810

- $1000 Additional for successful completion of one or more Master-level degrees
- $1000 Additional for completion of Ed.S. – Educational Specialist Degree
- $1000 Additional for successful completion of one or more Doctoral-level degrees

- Longevity - $1500 Additional following twenty-one (21) years of continuous service to Pine River Area Schools.
    - All of these additional payments are to be granted to those eligible each year and will not accumulate.

A. Placement on the salary schedule shall be determined by:

1. BA I: Hold valid certificate pursuant to the provisions of the Education Law.
2. BA+15 II: Have completed fifteen (15) semester hours of approved study beyond the Bachelor's degree.
    a. The intent of this language is for employees to advance to the next lane after the Bachelor's Degree earned includes a teacher certificate or beyond earning the Provisional/Standard teaching certificate. Credits earned to acquire a Provisional/Standard teacher certificate do not count towards the BA+15 lane.
3. MA III: Have completed a Master's degree of approved study in the education field or a field related to their teaching position.

    It is the opinion of the Administration and the Board of Education that a teacher having passed successfully thirty-three (33) semester hours beyond the Bachelor's Degree and who has taken subjects in the field of education or related to their field of teaching may be considered to have a Master's Degree equivalent and thereby compensated at the same rate as the holder of a Master's Degree. It will be the responsibility of the Superintendent to audit the credits provided by the teacher to ensure the aforementioned conditions exist.
4. New teachers will be placed on Step 2 or higher, based on experience.

B. The Maximum transferable years of experience shall be at Board discretion.

C. No teacher shall advance more than one step per school year on the salary schedule.

D. The Board agrees to pay the percent of salary for retirement as mandated to the State of Michigan Public School Employees Retirement Fund.

E. Any bargaining unit member with 10 (ten) or more years of service at Pine River Area Schools, who submits an unconditional written resignation or retirement to the Superintendent's office at or before 4:00 p.m. on the first Monday of March of the contract year, shall be entitled to receive a payment in the amount of $1,000. The payment shall be subject to the following:

1. Resignations or notice of retirement of qualified bargaining unit members submitted after 4:00 p.m. on the first Monday of March of the contract year shall not entitle the resigning or retiring bargaining unit member to any payment under the provisions of this agreement.
2. Payment of the qualified amounts (minus employee FICA, tax withholding and other legally required deductions) shall be made to eligible bargaining unit members as part of their paycheck within 30 days of receipt of the letter of resignation or retirement.
3. Resignations or retirements submitted under this provision, must be signed by the bargaining unit member, and designate the date of the resignation as the last professional staff work day of the current contract school year, unless the professional is physically unable to complete the school year and resigns earlier.

F. Teachers who are hired for the 2025/26 school year or after, and previously retired through ORS (State of Michigan Office of Retirement Services), will be hired on a one year contract and the position will be reposted after each school year.

SCHEDULE B – EXTRA CURRICULAR DUTIES AND REIMBURSEMENTS

A. Conferences: Teachers who request to attend a conference or training during non-contracted days must gain the signature of approval of the superintendent through the building administrator in accordance with the school/district improvement plan and the Title IIA, professional development plan. All effort will be made to accommodate such requests. All teachers who attend conferences/trainings during non-contracted days are eligible to be reimbursed as follows:

1. Mileage at the current IRS rate.
2. Lodging costs as pre-approved.
3. Meals to be reimbursed adhering to the per diem maximum of forty dollars ($40) per day for the employee's food and non-alcoholic beverages only.
4. Teachers applying for college credit are not eligible.
5. Teachers already receiving a stipend for conference/training are not eligible.

B. Vacancies: Schedule B vacancies shall be handled in the same manner as Teacher Vacancies (Article VI) with the exception of Mentor teachers who shall be placed by the administration without posting.

The high school (grades 8-12) class advisor positions shall be posted at the end of the school year for the upcoming school year. The High School Principal shall fill any positions that are still vacant at the beginning of the school year.

C. The following shall be the only extra-curricular activities for which reimbursement will be allowed. This schedule shall be based on steps of the BA-I salary schedule according to the following scale: Years one through ten will gain a full step each year. A "particular activity" shall be defined to include movement from one level to another and/or one gender to another. For example, NJHS and NHS are both Honor Society activities and girls' and boys' basketball are considered basketball activities.

1. The following positions are Coaches. An Athletic program may add personnel by dividing total current coaching percents among all perspective coaches. Pre-approval is required, submitted to PREA Executive Board, prior to the first scheduled event for that sport. A Letter of Agreement signed by the Athletic Director, Superintendent, and PREA President signifies approval. Please note this does not add money to any sport. Also, the percentages may not be increased by dividing current percents among fewer coaches. If there is no Teacher willing to fill these positions, the positions may be offered to other internal candidates. If no qualified internal candidates can be found to fill these positions, the positions may be offered to external candidates, or remain unfilled.

HS Football Head Coach (1)	12%
HS Football Assistant Coach (3)	10%
HS Track Head Coach (2)*	11%
HS Track Assistant Coach (2)*	8%
HS Boys Basketball Varsity Coach (1)	12%
HS Boys Basketball Junior Varsity Coach (1)	10%
HS Boys Basketball Assistant Coach (1)	5%
HS Girls Basketball Varsity Coach (1)	12%
HS Girls Basketball Junior Varsity Coach (1)	10%
HS Girls Basketball Assistant Coach (1)	5%
HS Volleyball Varsity Coach (1)	11%
HS Volleyball Junior Varsity Coach (1)	8%
HS Volleyball Assistant Coach (1)	5%

HS Wrestling Varsity Coach (1)	11%
HS Wrestling Assistant Coach (2)	8%
HS Baseball Varsity Coach (1)	11%
HS Baseball Junior Varsity Coach (1)	8%
HS Baseball Assistant Coach (1)	5%
HS Softball Varsity Coach (1)	11%
HS Softball Junior Varsity Coach (1)	8%
HS Softball Assistant Coach (1)	5%
HS Cross Country Head Coach (1)	11%
HS Cross Country Assistant Coach (1)	5%
HS Winter Cheer Coach (1)	10%
HS Fall Sideline Cheer Coach (1)	7%
HS Golf Coach (1)	7%
MS Football Head Coach (1)	5.5%
MS Football Assistant Coach (1)	4.5%
MS Track Head Coach (2)	5%
MS Boys 7th Grade Basketball Coach (1)	5%
MS Boys 8th Grade Basketball Coach (1)	5%
MS Girls 7th Grade Basketball Coach (1)	5%
MS Girls 8th Grade Basketball Coach (1)	5%
MS 7th Grade Volleyball Coach (1)	5%
MS 8th Grade Volleyball Coach (1)	5%
MS Wrestling Coach (1)	5%
MS Cross Country Coach (1)	5%

2. The following are positions that may be required to be filled. If there is no teacher willing to fill these positions, the positions may be offered to other internal candidates. If no qualified internal candidates can be found to fill these positions, the positions may be offered to external candidates, or remain unfilled.

   BA-1 Hourly (2025/26 rate $32.00, 2026/27 rate $32.96) paid positions do not receive step increases.

8th Grade Class Advisor Team	1%
Freshman Class Advisor Team	2%
Sophomore Class Advisor Team	2%
Junior Class Advisor Team	4%
Senior Class Advisor Team	4%
Teacher of Record for Student Teacher Mentor	$335/Semester/Student
Home Bound/Independent Study	BA-I Hourly
Summer School	BA-I Hourly
Help Desk (MS/HS)	BA-I Hourly
Saturday School (MS/HS)	BA-I Hourly
Tutoring (K-3)	BA-I Hourly
Virtual Learning Teacher of Record (up to 150 enrollments)	$4,500 Stipend

3. The following are positions that may not be required to be filled. If there is no teacher willing to fill these positions, the positions may be offered to other internal candidates. If no internal candidates can be found to fill these positions, the positions may be offered to external candidates, or remain unfilled.

Band Director 6-12	13%
Band Assistant (2)	4%
Choir**	2%
Elementary Music**	5%

SIP/SIT Team Member (3 per building - Elem/MS/HS)	5%
National Honor Society	6%
Leadership Advisor**	5%
High School Yearbook**	4%
Middle School Yearbook**	2%
National Junior Honor Society	2%
HS Quiz Bowl Advisor	5%
eSports Club	3%
Book Club**	2%
Creative Writing**	2%
Outdoor Education**	2%

*If Boys and Girls HS Track teams are coached by one individual, this will be paid at 12% with 3 assistants at 8% each.
**Percents are based on the class being offered during the contracted day. If class is not offered as a stand alone class period, an LOA will be negotiated to determine percent of pay.

D. There shall be two options of payment for extracurricular activities, the option to be chosen by the coach/advisor at the beginning of the activity.

1. Option 1:
The first half of the amount shall be paid after the first half the activity has been completed, or in the first pay of December for year long activities. The second half of the amount shall be given after the coach/advisor has completed all responsibilities required by the activity and has been evaluated by the supervisor (either the building principal or athletic director). This evaluation shall take place within fifteen (15) days after the completion of responsibilities by the coach/advisor or June 30, whichever comes first, or by an agreed-upon date by both parties.

2. Option 2:
The full amount shall be given after the coach/advisor has completed all responsibilities required by the activity and has been evaluated by the supervisor (either the building principal or athletic director). This evaluation shall take place within fifteen (15) days after the completion of responsibilities by the coach/advisor or June 30, whichever comes first, or by an agreed-upon date by both parties.

E. The Board and the Association believe that the Schedule B pay in this Agreement meets all requirements of Title IX.

F. Other Reimbursements:

1. A fund shall be set up for the purpose of full tuition reimbursement. This fund may be drawn from by any teacher who is in the process of obtaining a specific, required teaching certificate for employment as a teacher, specific endorsement of benefit to the teacher and the District, or towards a graduate degree or certificate of value to the teacher and the District. Classes must be pre-approved by the superintendent and taken at an accredited college or university.

a. Proof of passing with a "Passed" or "B" or better grade is required. Requests for reimbursement must be submitted within three (3) months of completion of the class.

b. The maximum Board contribution shall be a total of twenty thousand dollars ($20,000) each year, with reimbursement up to $10,000 each semester. Any unused balance from the first semester shall be carried over to the second semester.

c. Employees must submit summer and first semester requests for reimbursement (grades and proof of costs to be reimbursed) by January 15th. Grant and scholarship funds are not reimbursable. For the purposes of this provision, a year is defined as June 16th through the following June 15th. Requests for second Semester reimbursement of tuition shall be submitted by June 15th. A tally will be provided to individual teachers, on request, of the total credit hours currently approved for the fiscal year. If the qualifying requests submitted by June 15th are less than or equal to the available funds, all requests shall be paid in full.

d. If requests exceed the available funds, the total available funds shall be prorated on a credit hour basis by dividing the total number of credits requested by the district maximum of $10,000 per semester and paying that amount per credit hour to all approved requests.

e. It is understood that any teacher who is receiving tuition reimbursement of any kind (per the above stipulations or from grant funding) must continue employment at Pine River Area Schools for the next two years beyond the date of the last reimbursement issued. This does not include conferences, or training that the district pays for. It is for reimbursement purposes only.

If the above conditions are not met, the expectation is that the teacher will repay all reimbursed costs from the previous two years back to the District within one year from the last day of employment.

2. Administration may call up to four (4) hours of meeting per month, to be held during or beyond the contractual day. Teachers may claim compensatory time for meeting time in excess of this amount. Teachers who believe they will be subjected to this clause shall notify their building principal prior to attending any set meeting. This does not apply to Schedule B or volunteer positions.

3. Mileage reimbursement
If a coach/advisor is required to attend an event in accordance with a Schedule B position, and this event takes place outside of the Pine River Area School district, and transportation has not been provided by the district, the coach/advisor shall be reimbursed for the mileage at the current IRS rate.

4. Compensatory time shall be paid at the hourly rate of BA-I (2025/26 rate $32.00, 2026/27 rate $32.96), in one-half hour increments, based on a seven hour day.

SCHEDULE C – BUILDING SCHEDULES

Building	Staff in Room	Class Starts	Day Ends	Staff Leaves
K-3	7:45 a.m.	7:55 a.m.	2:55 p.m.	3:00 p.m.
MS/HS	8:05 a.m.	8:10 a.m.	3:14 p.m.	3:20 p.m.

ARTICLE XX – DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2025, and shall continue in effect until August 31, 2027. This Agreement shall not be extended, and it is expressly understood that it shall expire on the date indicated.

PINE RIVER AREA SCHOOLS

BOARD OF EDUCATION

By: _____

Board President

PINE RIVER EDUCATION

ASSOCIATION

By: _____

Association President

By: _____

Superintendent

By: _____

Chief Negotiator