

Moran Township School District
W1828 Gros Cap Road
St. Ignace, MI 49781

Tel: 906.643.7970
Web Site: <http://morantwp.eup.k12.mi.us>
School District Code: 49070

MORAN TOWNSHIP SCHOOL DISTRICT **Gros Cap School**

Master Agreement

***Between the Professional Teaching Staff
And
The Moran Township Board of Education***

July 1, 2014-June 30, 2019

Contact Information:

William Peltier, Superintendent
Jaime Clark, Moran Township School MEA, local President
Tel: 906.643.7970
Fax: 906.643.7240
E-Mail: wpeltier@eup.k12.mi.us
jbrandau@eup.k12.mi.us

Index

<u>TITLE</u>	<u>ARTICLE NUMBER</u>	<u>PAGE</u>
Preamble		3
Witnesseth		4
Recognition	I	4
Teacher Rights	II	5
Board Rights	III	7
Compensation	IV	7
Professional Improvement	V	10
Teaching Hours	VI	11
Teaching Load and Assignments	VII	12
Teaching Conditions	VIII	13
Least Restrictive Environment	IX	14
Promotions	X	15
Reduction in Educational Program	XI	15
Paid Leave	XII	16
Unpaid Leave	XIII	18
Termination, Resignation and Retirement	XIV	20
Protection of the Teachers and the Board	XV	21
Negotiations Procedures	XVI	22
Profession Grievance Procedures	XVII	23
Substance Abuse	XVIII	25
Miscellaneous Provisions	XIX	26
Duration of Agreement and Signature Page	XX	28
Schedule A—Teaching Staff Step Salary Schedule		29

Preamble

2014-19

Recognizing that providing a high quality education for the children of Moran Township is the paramount aim of this School District, and that good morale in the teaching staff is necessary for the best education of the children, we do hereby declare that:

- A. The Board of Education, under law, has the final responsibility of establishing policies for the district.
- B. The Superintendent and the administrative staff have the responsibility of carrying out the policies established.
- C. The Professional Teaching Staff has the ultimate responsibility of providing the best possible education in the classroom.

This agreement entered into this first day of July , 2014 and ending the last day of June 2019 by and between the Board of Education of Moran Township School District of Moran Township in the County of Mackinac, Michigan, hereinafter called the “Board”, and the Professional Teaching Staff of Moran Township School District, (MEA/NEA) hereinafter called the “P.T.S.”

WITNESSETH

WHEREAS, the Board is the elected representatives of the Moran Township School District functioning as the legal governmental entity entering into this Agreement, and

WHEREAS, the Board and the P.T.S. recognize and declare that providing a quality education for the children of Moran Township School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching staff, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the P.T.S. as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to confirm in this agreement,

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the P.T.S. (MEA/NEA) of Moran Township School District as the exclusive bargaining representative, as defined in Section II of Act 379, Michigan Public Acts of 1965, for all professional personnel, but excluding supervisory and executive personnel. The term “teacher” when used hereinafter in this Agreement, shall refer to all employees represented by the P.T.S. of Moran Township School District.

- B. The Board agrees not to negotiate with any teachers' organization other than the P.T.S. 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 P.T.S., if the adjustment is not inconsistent with the terms of this Agreement, provided that the P.T.S. has been given opportunity to be present at such adjustment.
- C. The P.T.S. hereby recognizes the Board as the elected representatives of the Moran Township School District for the purpose of entering into this Agreement.
- D. The Board and the P.T.S. recognize the following construction of language as used in this Agreement:
 - 1. All words and phrases shall be construed and understood according to the plain, ordinary and common usage of the language. In case of conflicts in determining meaning or usage, the latest edition of Webster's International Dictionary shall prevail.
 - 2. The word "shall" is always mandatory and not discretionary.
 - 3. The words "may" and "can" are permissive.
 - 4. In computing a period of days, the first day and the last day are included. If the last day of any period is Saturday, Sunday, or a legal holiday, the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday.

ARTICLE II

TEACHER RIGHTS

- A. Pursuant to Act 379 of the Michigan Public Acts of 1965, the Board here by agrees that every employee of the Board shall have the right freely to organize, join and support any professional association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in a professional association, participation in any activities of said association, institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.
- C.. The Board agrees to furnish to the P.T.S. any available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the P.T.S. in the development of intelligent, accurate, informed and constructive programs on behalf of the teachers and the students, together with the information which may be necessary for the P.T.S. to process any grievance or complaint.
- D. The Board agrees to make available copies of any individual salary and service agreements of tenure teachers and contracts of non-tenure teachers for validation by members designated by the P.T.S. in terms of this Agreement. A copy of each agreement shall be given to the P.T.S. within thirty days of ratification by Board and P.T.S.
- E. The Board will consult with the P.T.S. on new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy which are proposed or under consideration. The P.T.S. shall be given the opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- F. Nothing contained herein shall be construed to deny or restrict to any teacher, the rights the teacher may have under the Michigan General School Laws or applicable civil service laws, regulations and under the Federal Equal Employment Opportunity and the Americans With Disabilities Acts and subsequent regulations.
- G. The P.T.S. and its members shall have the right to use school building facilities at reasonable hours for meetings, providing the Superintendent has been notified. No teacher shall be prevented from wearing insignia, pins or other identification of membership in any professional association either on or off school premises. Bulletin boards in teachers' lounge, use of telephone for local or calling card or collect calls and other established media of communication shall be available to the P.T.S..
- H. School may recess for one hour per month, when needed by the P.T.S. for meetings of the P.T.S.. The time shall be determined by mutual agreement between the P.T.S. and the Superintendent.

ARTICLE III

BOARD RIGHTS

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades and course of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

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

ARTICLE IV

COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A, and have 23 steps. See attached salary schedule. Such salary schedule shall remain in effect from July 1, 2014 through June 30, 2019
- B. Those teachers with a Bachelor's Degree shall be paid in accordance with their step on the B.A. base salary schedule. To be eligible for B.A./perm/cont./professional, the teacher shall have earned a permanent/continuing/professional teacher's certification and shall have earned an additional 18 credits beyond a Bachelor's Degree from a NCA (North Central Accredited) college or university granting advanced degrees. To be eligible for a M.A., the teacher shall have obtained a Master's Degree from a NCA (North Central Accredited) college or university granting advanced degrees.
- C. Schedule A is based upon a normal teaching load as described in this Agreement. For extra duty, a teacher shall be entitled to appropriate additional professional compensation, as negotiated between the Board and the P.T.S. for the specific circumstances.
- D. The following holidays shall be observed and school closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. School may dismiss at 11:30 a.m. on the last working day before a holiday break, and on the first and last day of school, unless hours are needed to be made up in accordance with State law. If a change is needed, this shall be agreed upon by the Superintendent and the P.T.S.
- E. A teacher engaged during the school day in negotiations on behalf of the P.T.S.

with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

- F. Teachers shall be paid for the number of “Act-of-God” hours or days up to the number of hours or days allowed by law. Any additional “Act-of-God” days shall be made up in accordance with State law.

- G. The Board shall make payment of insurance premiums for each teacher to provide insurance coverage as detailed below for the full twelve month period commencing July first and ending June thirtieth. The following benefits shall be provided by the Board for the P.T.S.:
 - 1. Health Insurance - PA 152 of 2012 requires the default “hard cap” for insurance purposes. The Board will reconsider its choice of the 80/20 option prior to June 30 of each year of this agreement.

 - 2. Cash-in-lieu Program – A cash-in-lieu program provided by the Board equal to \$350 per month for 12 months per year totaling \$4,200 per year cafeteria plan, shall be provided to full time teachers who chose not to take the Health Insurance. (If any teacher was working less than full time during the 2005-06 school year and was receiving this program, they will be “grand-fathered” and will be able to continue. No future less than full time teachers will be eligible to receive this benefit.)

 - 3. Dental Insurance - School District shall provide: \$1,250 dollars per family member per year maximum, for general dentistry and oral surgery. Ninety percent provided per visit by the School District, ten percent paid by the teacher. A lifetime maximum of \$2,250 per family, for orthodontics at one hundred percent of the cost, provided by the School District. (To clarify this section, since Part 1 states that to get Board provided Health Insurance, a teacher must be full time, then this section means it is for those full time teachers. If any teacher was working less than full time during the 2005-06 school-year and was receiving this program, they will be “grand-fathered” and will be able to continue. No future less than full time teachers will be eligible to receive this benefit.)

 - 4. Vision Insurance - School District shall provide VSP-3 Plus, for full family coverage.

 - 5. Life Insurance - MESSA, Ten Thousand dollars per employee and retiree, does not include family members. The retirees who are eligible for this benefit must have worked 15 years for the Moran Township School District and will apply only to those staff employed during the 2004-05 school year. Specifically, only

the following when they retire will receive a Ten Thousand Dollar Life Insurance Policy paid by the Board, , Jaime Clark, , and Kari (Thompson) Marshall.

6. Workers Compensation - The School District shall provide comprehensive workers compensation insurance at no cost to the P.T.S.
- H. Longevity - For those full-time teachers (Specifically Kari (Thompson) Marshall, , Jaime Clark) under the 2001-2004 contract, who have 20 years or greater in the Moran Township School District will receive a onetime lump sum payment of \$700 each year following their 20th year of service. This will be budgeted for and paid in November.
- I. The Board may place a teacher new to the School District on the Salary Step Schedule in accordance with that teacher's education and experience teaching in other school districts, limited to a maximum of five years credit. Retired teachers who return to teaching as a regular teacher either full or part-time will not receive Health Insurance and will remain on the BA Schedule.
- J. Salary Step Advancements (PA 54 of 2012) can only happen after a contract has been ratified and not during a period of an expired contract. Salary Step Advancements are restricted to the beginning of each semester, provided the proper documentation is received 30 days prior, and not during the period of an expired contract.
- K. In each year of this Agreement, the Board shall pay the required state contributory retirement percentage for each teacher to Michigan Public School Employee's Retirement Fund.
- L. Teachers hired during the school year will have their time prorated for the purposes of determining , longevity and credit towards the salary step schedule.
- M. In lieu of prep time, five (5) days shall be granted to each teacher as compensatory time. The teacher must notify the Superintendent five (5) school days in advance of taking three to five compensatory days if they are to be used at one time. If these days are not used consecutively, they will be treated in the same manner as personal days. If these days are not used by the end of the year, they will become sick days.
- N. Teachers who have a combination class, and these students are in the classroom full time (6.5 hours daily), without the assistance of a full-time aide, will be compensated annually the sum of \$3000. If a teacher has a combination class for three (3.0) hour daily, without the assistance of an aide, he/she will be compensated annually the sum of \$1500. Payment will be made at the end of each semester. The acceptance of a teacher's aide will be discussed between the teacher and the Superintendent with the educational decision focused on the wellbeing of the students.

- O. Mileage for teachers traveling on school business, whether to workshops or conferences, will be equivalent to IRS mileage guidelines.
- P. Because of state mandated clock hour requirements, teacher lunchtime has been reduced to 35 minutes per day. If a teacher is available for duty during this time, lunch will be provided by the district. Any teacher who covers another assignment as a substitute teacher shall receive comp time or sub rate of pay prorated based on a full day rate for a sub.
- Q. Stipend for Lead Teacher shall be per year.

1 st and 2 nd years	\$2,500
Upon Satisfactory evaluation:	
3 rd and 4 th years	\$3,000
5 th and 6 th years	\$4,500
7 th year and after	\$6,000
- R. Any teacher required by the superintendent or School District to work in a workshop or in-service, beyond the agreed contract responsibilities and those days required by law, shall receive for each day worked a stipend equal to the teacher's per diem pay. This per diem would apply only if the teacher is mandated to attend and no other compensation is paid to the teacher (curriculum teams, lead-teacher, technology coordinator, etc.). If the in-service is not required by law and the district makes the attendance optional, compensation may be equal to the daily sub rate for a full day of in-service or workshop, if funds are available.

ARTICLE V
PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing education of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.
- B. At the request by the P.T.S. or on the Board's initiative, arrangements may be made for after school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so, but attendance shall be optional.
- C. Upon request by a teacher and if recommended by the Superintendent, a teacher may attend selected professional conferences and Michigan Department of Education curriculum committee meetings with the expense to be paid by Moran Township School. Professional employees are entitled to attend at least one educational conference per school year with all expenses paid. Teachers attending such conferences and meeting shall be granted sufficient leave time to attend without loss of compensation.

- D. The Board may, if funds are available, pay fifty percent of the tuition costs for four graduate credits per year earned by bargaining unit members provided that prior written approval is granted by the Superintendent. Each year, by May 1st, the individual teacher must report to the Superintendent that he/she will be taking a specific amount of credits so the cost of the credits can be included in the next school year's budget. In order to receive written reimbursement, the employee must provide receipts and proof of successful completion of the course(s). If Moran Township Board of Education requests the teacher to take the class for professional improvement, the district will pay the 100% cost of the class. This procedure will be written and signed by the teacher and the Superintendent. Payment may be paid in advance to the university upon approval of the Board; however, the teacher shall reimburse the School District the amount of the tuition payment if credit is not earned.
- E. Public Act 335 requires that each new teacher in the district be provided with a professional development plan involving fifteen days of professional development over a three year period. In addition, district-wide needs, State and Federal mandates, as well as new developments in the field of education research make it imperative that teachers be given the opportunity to attend select professional conferences, workshops, and programs designed to improve the quality of instruction at Moran Township School.
- F. Teachers must notify the Superintendent of their intent to change lanes, in writing, no later than 30 days prior to the beginning of the Semester the change is to take place. If all course requirements are completed prior to the beginning of the Semester, the lane change will be made. Documentation must be provided as soon as information can be released from the university/college. If not provided salary will be adjusted back to previous lane. Extenuating and unforeseen circumstances may be appealed to the Superintendent.

ARTICLE VI

TEACHING HOURS

- A. The Board and the P.T.S. recognize that the standard work week consists of Monday through Friday, with the standard workday as defined in Section C of this Article. The Board will so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers to regularly work in excess of such standard work week within or outside of the school building. The work day length and school calendar will be recommended by the Superintendent with input from the P.T.S. and approved by the Board at the beginning of each school year.
- B. Teachers under Schedule A shall be responsible for the readiness of their classroom for the first day of school as defined by law and also at the closing. The school year will number 180 student contact days, unless otherwise mandated by State Law.

- C. The teachers' professional standard workday shall be considered as those hours and activities the teachers require to perform their professional duties. Normally, the teachers shall arrive at the school ten minutes before the start of the school day and shall not depart until ten minutes after the scheduled ending time. On scheduled half-days, the Superintendent shall set the work day length. The Board shall not require teachers regularly to work in excess of such standard work day or work week within or outside of the school building. Teachers shall be entitled to a 35 minute duty-free uninterrupted lunch period.
- D. The teachers may use for preparation of their lesson plans any time during which their classes are receiving instruction from various teaching specialists.
- E. If school is closed due to severe inclement weather or other "Acts-of-God", after the beginning of the teacher work day, all teachers will be free to leave after the buses leave.
- F. In the event that school is closed due to "Act-of-God" hours or days in excess of the number of hours or days allowed by law within the school year, the calendar shall be adjusted accordingly upon recommendation by the Superintendent with input from the P.T.S., and with approval by the Board.
- G. When funded by the Board, all teachers shall have equal opportunity to have an enrichment program in their classroom upon Board approval with recommendation from the Superintendent and input from the P.T.S. This does not pertain to school-wide enrichment programs.

ARTICLE VII

TEACHING LOADS

- A. The normal weekly teaching load in the school will be a standard work week, in accordance with Article VI.
- B. Computers and computer software have been provided for the P.T.S., with the intent of incorporating computer assisted teaching into the everyday classroom learning experience. The Board encourages the teachers to revise and rework their lesson plans to incorporate this goal into their teaching methods. The Board anticipates that this should be accomplished in a timely manner.
- C. Teachers who will be affected by a change in grade assignments will be notified by the Superintendent as soon as practical.

ARTICLE VIII

TEACHING CONDITIONS

The Board and the P.T.S. recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the P.T.S. and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the student-teacher ratio is an important aspect of an effective educational program, the Board and the P.T.S. agree that the ideal class size should not exceed twenty-five students per classroom, and that there should be one grade per classroom whenever possible. The Board, with input from the Superintendent and the P.T.S., will attempt to provide the least disruptive teaching setting, to achieve this goal, within budgetary limits of the State's funding.
- B. The Board shall provide, within budgetary limits, all necessary teaching supplies and similar materials that are the tools of the teaching profession. The Board, the Superintendent, and the P.T.S. will confer from time to time for the purpose of improving the selection and the use of such educational tools. The Board agrees to keep the school reasonably and properly equipped and maintained, subject to financial limitations.
- C. The Board agrees that certain classes need adequate funds to provide for consumable materials and to acquire and maintain durable goods and equipment. Therefore, the Board shall provide within budgetary limits an adequate budget for these classes, to be spent as the teacher deems necessary, upon approval of the Superintendent.
- D. The Board will authorize applications for federal, state, and any other grant funds available for education, whenever possible.
- E. The Board shall make available in school at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge and be accessible at all times, for use by teachers.
- F. Telephone facilities in the teachers' lounge shall be made available to teachers for their reasonable use.
- G. Adequate designated parking facilities shall be made available to teachers for their reasonable use.

- H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship. Religious or political activities of any teacher, or the lack thereof, shall not be grounds for discrimination with respect to the professional employment of such teacher.
- I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, national origin, age, sex, mentally or physically challenged, marital status or membership in or association with the activities of any employee organization. The Board and the P.T.S. pledge themselves to seek and extend the advantages of public education to every student without regard to race, creed, religion, sex, national origin or the mentally or physically challenged and seek to achieve full equality of educational opportunity to all students, in accordance with federal laws.

ARTICLE IX

LEAST RESTRICTIVE ENVIRONMENT

The Board and the P.T.S. acknowledge least restrictive environment of special education students is legally mandated and intended in the best educational interest of the student.

- A. If any teacher, in writing advises the Superintendent and reasonably believes that a student assigned to the teacher has a current Individual Educational Plan Committee (I.E.P.C.) report that is not meeting the student's unique needs as required by law, the Superintendent shall call a Student Assistance Team study meeting which shall include the teacher.
- B. In general education classrooms:
 - 1. Any teacher who will be providing instructional or other services to a special education student in a regular education class shall be invited to participate in the student's I.E.P.C. If the teacher is not notified prior to the I.E.P.C., a meeting will be convened with the teacher to review the I.E.P.C. Such a meeting will be arranged in consultation with the teacher as soon as possible.
 - 2. The special education student's placement shall be determined to the extent permissible by law and through the I.E.P.C. in such a way to minimize any negative impact on the classroom.
 - 3. The Board upon recommendation of the Superintendent shall provide, upon the teacher's request, prior to such placement whenever possible, in-service training on instruction and behavioral management of such

students. Similar awareness programs may be provided for classmates upon the teacher's request. If such prior training is not possible, the training will be provided as early as can be arranged after the placement has occurred. If such training is not readily or reasonably available, the Superintendent and the P.T.S. will meet with the affected teacher(s) to discuss possible alternatives.

- C. All health services necessary to be provided to any student will occur after appropriate training is provided.

ARTICLE X

PROMOTIONS (per MCL 423.215(3)(j) and MCL 380.1248(1)(a)).

- A. The Board declares its policy of filling vacancies, including vacancies in supervisory positions, with the best candidate available. All applicants for a vacant position presently employed by the school district shall be given full consideration and timely notification.
- B. Any teacher who shall be transferred to the supervisory or executive position and shall later return to the teacher status shall be entitled to retain such rights as the teacher may have had under this Agreement prior to such transfer to supervisory or executive status. The supervisor or executive shall be given credit on the salary schedule while serving as an executive or supervisor if they return as a classroom teacher in the school district.

ARTICLE XI

Reduction of Educational Program

It is hereby specifically recognized that the Board has the right when necessary to reduce the educational program, curriculum and staff. (Per MCL 423.215 (3)(k))

- A. Layoff Procedure - In order to promote an orderly reduction in personnel when curriculum and staff is curtailed, the following procedure shall be used:

For the purposes of this Agreement "seniority" is defined as non-terminated years of employment in the school in positions that require teacher certification. Leaves of absence shall not be considered terminations; however, time spent on unpaid leave shall not count toward seniority.

1. The Board will further use its best efforts to assist all teachers terminated by lack of work to secure employment.
2. Recall procedures will include a fair and equitable notification system like certified mail with return receipt required.

B. Individual Contract

1. The individual contract, executed between each teacher and the Board is subject to the terms and conditions of this Agreement. It is specifically agreed that this Agreement takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Agreement, if the individual position is eliminated.

ARTICLE XII

PAID LEAVE

- A. All teachers absent from duty due to personal illness, attendance at funerals, or serious illness in the immediate family shall be allowed full pay for a total of twelve days per year. Unused days may be accumulated up to 180 days or the state mandated school year if longer.
- B. All teachers shall be entitled to three personal days per year. Unused days may be accumulated up to eight (8) days, and may be used consecutively. Unused personal days shall be accumulated as unused sick days.
- C. Any teacher who is absent because of injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive benefits as outlined in the Michigan Workmen's Compensation Law.
- D. Sick Bank:
 1. A sick leave bank was established in 1989 by the teaching staff of Moran Township School. Four sick days were donated by each full-time teacher on the teaching staff. Teachers who have donated these four days are Monica Silet, and Marcia Sweeney (others who donated are retired). Teachers retiring with more sick days than will be paid for as per Article XIV (D) and Contract Addendum/Grandfather Clause B, may donate up to 30 of the unused/unpaid days to the sick bank. (Because of poor record keeping it is agreed that the bank currently, as of September 1, 2008, has 120 (This number may change if data is available to support a different number) days from previous donations of retirees and those who donated four (4) days.

2. Participation in the sick bank is voluntary with signed acceptance or declination to be added to the teacher's file.
3. Participation requires members to contribute four (4) sick days.
4. Members are eligible to borrow from the bank when all of his or her paid leave days or sick days are depleted for reasons of his or her own personal illness or disability or that of an immediate family member.
5. Administration of sick bank time shall be vested in a committee of two teachers (selected by the PTS) who are members of the bank and PTS, and one administrator.
6. Application Process
 - a. Any members who wish to borrow days for the Sick Bank shall complete a written application.
 - b. The Sick Bank Committee shall review the application. The Committee may request the member or his/her representative to meet with the Committee for additional information (release of information required).
 - c. The Committee may request the applicant go to a provider doctor/health care professional for verification.
 - d. The Committee may request a second opinion from another doctor/health care professional. The second opinion shall be at the expense of the applicant.
 - e. The approval or denial of a member's request shall be provided, in writing, to the applicant.
 - f. The bank is not to be used for elective procedures or maternity leave.
7. Any member who borrows days from the Sick Bank shall, upon return to work, contribute a minimum of three (3) additional days each year to the Sick Bank until he/she has repaid the number of days borrowed from the Sick Bank.
8. Any member who does not return to work shall not be responsible for repaying any days to the Sick Bank.
9. Any member who borrows days from the Sick Bank shall upon retirement from the district, repay all days owed to the Sick Bank before the computation of severance pay benefits is made.

Sick Bank sign up form:

I am aware of the Sick Bank that the PTS and Moran Township School District has to offer me as a member of PTS. At this time, I am rejecting the offer and do not care to be a member of the Sick Bank Plan.

Signature: _____

Date: _____

Yes, I wish to join the Sick Bank Plan that the PTS and Moran Township School District has to offer me as a member of PTS. I authorize the transfer of four (4) of my sick days into the PTS Sick Bank Plan.

Signature: _____

Date: _____

- F. Absence when a teacher is called for jury duty, or to give testimony pertaining to this school district, or the teacher's employment with same, before any judicial or administrative tribunal or in arbitration, negotiation, mediation, or fact-finding proceedings shall be with full pay and not deducted from accumulated sick leave.
- G. A teacher shall be entitled to paid extended sick leave at any time that the Board receives a written statement from the teacher's personal doctor stating that the teacher is unable to work. Pay shall continue as long as the teacher has accumulated paid leave.
- H. A teacher absent due to personal illness, attendance at funerals, or serious illness in the immediate family on a scheduled half day shall result in a one half day deduction from the teacher's accumulated sick leave.

ARTICLE XIII

UNPAID LEAVE

- A. Any teacher whose personal illness extends beyond the period compensated under Article XII, maybe granted a leave of absence without pay up to one year as necessary for complete recovery from such illness. Unpaid leave for illness may be extended by the Board depending on the particular circumstances involved with the illness.
- B. With Board approval, a one year leave of absence without pay, shall be granted upon application for the following purposes:
 - 1. Study related to the teacher's license fields.
 - 2. Study to meet eligibility requirements for a license other than that held by the teacher.
 - 3. Study, research, or special teaching assignment involving probable advantage to the school district.
 - 4. Pursuant to MCL 380.1235 in the School Code, teachers who have been employed for five years may be granted a sabbatical leave.
- C. With Board approval, up to one year of leave of absence without pay, may be granted upon application for maternity or adoption leave:
 - 1. This leave shall be available to all teachers.

2. The teacher may request maternity leave at any time during the pregnancy.
 3. The Board may place a teacher on paid sick leave at any time that it receives a written statement from the teacher's personal doctor stating that the teacher is unable to work. Pay is to continue as long as the teacher has accumulated paid leave.
 4. The teacher may request adoption leave at the time the child is available for placement with the teacher.
 5. Paternity leave shall be subject to State law.
- D. Leaves of absence without pay may be granted by the Board to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.
- E. The Board may grant leave of absence without pay to any teacher who enters the Peace Corps, Vista, or other national service programs.
- F. Upon return from any leave, up to one year, the teacher shall retain all seniority and status, including all previously earned accumulated sick leave at the time leave was taken.
- G. The Board shall allow credit toward annual step increment increases, provided the leave would contribute to the improved teaching quality or experience of the teacher on leave. The Board shall set the criteria for the award of the step increment increase prior to the leave being granted.
- H. During unpaid leave other than personal illness, maternity or adoption leave, or family leave, the teacher shall not have any benefits, nor shall the teacher accrue any sick leave or vacation during the leave. In accordance with Federal law, the teacher may elect to retain health insurance coverage by paying the insurance premiums.
- I. Family leaves of absence are in accordance with Federal law. The Board shall provide up to twelve (12) work weeks of unpaid leave to all of the P.T.S. working 750 hours or more during any contract year for one of the following reasons:
1. the birth or care of a child
 2. the adoption or foster care of a child
 3. the care of a spouse, son, daughter or parent if such individual has a serious health condition.
 4. a serious health condition of a teacher that disables them from performing the functions of their position. Such a condition

may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health care provider (MD or DO).

During a family leave, the Board shall maintain the teacher's current coverage under the District's health insurance program, but the teacher shall not accrue any sick leave, vacation, or other benefits during the leave period.

ARTICLE XIV

TERMINATION, RESIGNATION AND RETIREMENT

- A. Individual employment contracts may be suspended or terminated upon a majority vote of the Board of Education, subject to state law. In such cases, the Board shall abide by due process and such terms as set forth in this Agreement, as well as all applicable federal and state statutes.
- B. A teacher may resign in accordance with the terms of this Agreement or their employment contract, upon two weeks minimum advance notice. Health and life insurance coverage shall terminate the last day of the month that the teacher resigns. Teachers who plan to resign at or after the school year ends are encouraged to give written notice as soon as possible. If the date of resignation is on or after the last day of school, all insurance coverage shall stay in effect through August thirty-first.
- C. Any teacher may retire at such time as they fulfill the requirement. Retirement requirements and benefits shall be pursuant to the rules of the Michigan Public School Retirement System. All P.T.S. members shall automatically become members of the retirement system.
- D. Upon voluntary termination of employment after five (5) or more years, fifty percent of the accumulated paid leave, up to a maximum of 180 days, computed at the rate of highest teacher sub pay shall be paid to the terminating employee. In case of death, payment shall be made to heirs or beneficiaries.
- E. This section E including parts 1; (a), (b) and (c) and parts 2; (a) and (b) is grandfathered and will apply only to members of the P.T.S. employed during the 2004-05 school year. Specifically, those members are Jaime Clark, and Kari (Thompson) Marshall. When the above named teachers who reach the age of 55, or 46 in MIP member, and has not less than ten (10) consecutive years of service as a teacher in the Moran Township School District shall have the option to be granted an early retirement supplemental pay incentive.

1. Conditions:

- a. An employee must be at least at step ten (10)
- b. Employees who qualify for the retirement incentive program must, for the purpose of continuity, complete the first semester or complete the entire year.
- c. The written declaration by the teacher to request retirement shall be made to the superintendent. In case of death, payment shall be made to heirs or beneficiaries.

2. Benefits: Retirement Purchase or One Time Lump Sum Payment

- a. The Board shall pay up to \$12,800 for each bargaining unit member toward the purchase of two years of retirement credit. This credit will be for the plan that the employee is in at the time of his/her letter of intent to retire. If the member is not eligible to purchase two additional years of service, they will be paid the equivalent of the last two years purchase, as documented by the retirement board.
- b. The bargaining unit member may choose a onetime lump sum payment of \$10,000 in lieu of article 2a.

ARTICLE XV
PROTECTION OF TEACHERS AND THE BOARD

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom, on school property and during school sponsored events. The Board further recognizes that the teacher may not fairly be expected to assume the role of custodian for temporarily disruptive students. The teachers shall support enforcing the published rules and regulations of the school district as they apply to students. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board shall take reasonable steps to relieve the teacher of responsibilities with respect to such student, and initiate appropriate referrals.
- B. Any case of assault by a student upon a teacher on duty shall be promptly reported to the Board or its designated representative. The Board shall provide counsel to advise the teacher of the teacher's rights and obligations with respect to such assault. The Board shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement agencies and authorities.
- C. Any complaints by a parent/ legal guardian of a student directed toward a teacher shall be resolved by direct conference between the parent and the teacher involved. Failure to

resolve at this step shall result in a conference with the parent/legal guardian, the teacher, and the Superintendent. Any complaint not resolved at this step shall be submitted to the Board by the Superintendent and the P.T.S. representative. A conference will be scheduled with the parent, the P.T.S. representative, the teacher, the Superintendent and a Board representative. Failure to resolve at this step shall result in the issue being resolved in accordance with State law.

- D. If any teacher is complained against or sued by reason of permissible disciplinary action in accordance with the laws of the State and Federal governments taken by the teacher against the student, the Board shall provide legal counsel and render any necessary assistance to the teacher's defense.
- E. Upon the filing of any civil or criminal charges against the teacher in a court of law, the Board shall immediately terminate any legal counsel and assistance provided by the Board.
- . Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the time lost is not due to the misconduct or negligence of the teacher.

ARTICLE XVI

NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, or those covered by this Agreement and of common concern, shall be subject to professional negotiations during the period of this Agreement upon written notice to the other party. Within sixty days, the parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. In the event the salary schedule is reopened for negotiations, by either party, as provided in Article IV of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule.
- C. At least one hundred and twenty days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- D. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representative of the other party and each party may select its representative from within or outside the school district. It is recognized that no final agreement between the Board and the P.T.S. may be

executed without ratification by a majority of the Board and by a majority of the membership of the P.T.S., but the Board and the P.T.S. mutually pledge that the representative 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 ultimate ratification.

- E. If the Board and the P.T.S. fail to reach an agreement in any such negotiations, either party may enter into the mediation process of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XVII

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher of the P.T.S. that there has been an alleged violation of the bargaining agreement (contract) may be processed as a grievance as hereinafter provided.
- B. The term “days” as used herein shall mean days in which school is in session. During the summer school vacation months “days” shall mean Monday through Friday.
- C. A teacher believing there is a basis for a grievance shall as early as possible, but at least within fifteen days of its alleged occurrence, or of gaining knowledge of that occurrence, discuss the alleged grievance with the Superintendent either personally or accompanied by a P.T.S. representative in an attempt to resolve the problem. Days when the Superintendent is not available in the building shall be added to the above number of days. If resolution is not obtained within fifteen days of the initial discussion, the teacher shall reduce the grievance to a written record and file the same with the Superintendent. The Superintendent shall render the decision in writing and transmit the same to the grievant and the P.T.S. within ten days of receipt of the written grievance.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsections of the Agreement or Policy Manual alleged to have been violated, if applicable;
 - 5. It shall contain the date of the alleged violation;

6. It shall specify the relief requested.
-
- E. If the decision is unsatisfactory to the grievant, the grievant may appeal the grievance to the Board by filing a copy of the grievance, along with the decision of the Superintendent, with the secretary or other designated representative of the Board within six days of receipt of the Superintendent's disposition. The Board, no later than its next regular meeting or within two calendar weeks, whichever shall be later, shall meet with the grievant, the P.T.S, and the Superintendent on the grievance. Disposition of the grievance in writing by the Board shall be made no later than thirty days from the meeting and a copy given to the grievant and the P.T.S..
 - F. If the P.T.S. is not satisfied with the disposition of the grievance by the Board and the P.T.S. intends to submit the matter to arbitration, the P.T.S. shall notify the Board of such intention within fifteen days of receipt of the Board's disposition. If the parties cannot agree upon an impartial arbitrator within five days from the notification date that arbitration will be pursued, the P.T.S. shall, within ten days from the date that the Board is notified, demand arbitration through the American Arbitration Association in writing in accordance with its rules which shall likewise govern the selection of the Arbitrator. Neither party may raise a new defense or grounds at the arbitration having not previously been raised or disclosed. The decision of the Arbitrator shall be final and conclusive and binding upon employees, the Board and the P.T.S.; subject to the right of the Board or the P.T.S. to judicial review. The lawful decision of the Arbitrator shall be forthwith placed into effect.
 - G. The Arbitrator shall only have the authority to adjust grievances in accordance with this Agreement. The Arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the P.T.S. or the Board any rights or privileges which were not obtained in the negotiation process. The Arbitrator shall have no power to interpret State or Federal law.
 - H. Retroactivity may or may not be determined by the Arbitrator per the merits of the case. The maximum period of retroactivity allowed for arbitration awards or grievance settlements shall be a date not earlier than 180 calendar days prior to the initiation of the written grievance in step one, i.e. filing of written grievance.
 - I. The fees and expenses of the Arbitrator shall be shared equally by the parties
 - J. The time limits provided in this Article shall be strictly observed. Grievances not appealed within the designated time limits for the various steps of the grievance procedure will automatically result in the grievance being considered closed. Grievances not answered by the Superintendent or the Board within the

designated time limits shall be considered automatically appealable and processed to the next step. Where the Board does not provide the required answer to a grievance within the time limit provided at the previous steps, the time limit for filing at the next step shall be extended for ten additional days. The time limits at any step, or for any hearing, may be extended by written mutual agreement of the parties involved at that particular step. In the event a grievance is filed after May fifteenth of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Should the Board or the Superintendent fail to timely present a disposition, the grievance shall be deemed denied and the P.T.S. may timely proceed to the next step of the grievance procedure.

- K. The teacher, P.T.S. representatives, Superintendent and Board representatives shall, throughout the grievance procedure, treat each other with courtesy, and no effort shall be made by either party or its representatives to harass or intimidate the other party or its representatives.
- L. In any case where the P.T.S. has complained of an action of the Board, which has resulted in no loss of wages, the Board shall be under no obligation to make monetary adjustments and the Arbitrator shall have no power to order one.

ARTICLE XVIII

SUBSTANCE ABUSE

The Board and the P.T.S. believe that quality education is not possible in an environment affected by drugs or alcohol. To promote this belief, teachers are required to report to work in appropriate mental and physical condition to perform their duties in a satisfactory manner. The Board and the P.T.S. will establish and maintain an educational setting which is not tainted by the use or evidence of use of any controlled substance.

- A. The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any teacher at any time while on District property.
- B. The Board and the P.T.S. recognize alcoholism and drug abuse as treatable illnesses. When such illnesses impair the performance of the teacher, the Board recognizes its responsibility to assist in a manner recommended by appropriate specialists in the treatment of those illnesses.
- C. The responsibility to correct unsatisfactory job performance or behavior resulting from illegal substance or alcohol abuse rests with the teacher.
- D. No teacher will have their job security or promotion opportunities jeopardized by requesting counseling or rehabilitation programs.

- E. The legal use of doctor prescribed drugs or over the counter medicines shall be permitted on the school grounds only if it does not impair a teacher's ability to perform the essential functions of the professional position in an effective and safe manner that does not endanger the students and other co-workers.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. Teachers shall be informed of a telephone number they may call at approximately 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Superintendent to arrange for a substitute teacher.
- B. No polygraph or lie detector device shall be used in any investigation of any teachers by the Board unless agreed to by both parties.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Copies of this Agreement may be printed at the expense of the Board and presented to all teachers now employed or hereinafter employed by the Board or be available on the web-site
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Minutes, information of Board meetings and other information presented and available to the Board shall be sent to the secretary of the P.T.S. at the same time the Board receives copies.
- G. Payday shall be every two weeks. Paychecks will be dated and received on the last working day before a holiday break. Prior to the last payday before the close of school in June, teachers may request their remaining pay. The remaining pay shall be included in the last paycheck before the close of school.
- H. Mail shall be delivered to the respective teachers without unreasonable delay.

- I. Nothing in this Agreement shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an “Act-of-God”. When school is closed to students due to the above conditions, teachers shall not be required to report for duty.
- J. This Agreement shall constitute the full and complete commitments between both parties, and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- K. Technology Coordinator Position is a legitimate subject of bargaining.
- L. A teacher’s file, except for those restricted by law, shall be for official school business only. Each teacher shall have the right upon request to review the contents of the teacher’s own personal file. A representative of the P. T. S may be requested to accompany the teacher in such review.
- M. A teacher shall at all times be entitled to have present a representative of a P.T.S. when the teacher is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action be taken in respect to the teacher until such representative of the P.T.S. is present.
- N. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage for reasons that are arbitrary or capricious.

Article XX
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2014 continue in effect until June thirtieth of 2019. This agreement shall not be extended orally and can be amended only during open negotiations.

PROFESSIONAL TEACHING STAFF

BY _____
PTS President

BY _____
PTS Secretary

BY _____
Teacher

BOARD OF EDUCATION

BY _____
Board President

BY _____
Board Secretary

BY _____
Member

BY _____
Member

BY _____
Member

Dated this _____ day of _____, _____