

# **MASTER AGREEMENT**

between

**PECK EDUCATION ASSOCIATION**

**AND**

**PECK  
BOARD OF EDUCATION**

December 15, 2022 – June 30, 2025

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This Agreement entered into this 15th day of December, 2022 by and between the Board of Education of Peck Community Schools, District 76180, Peck, Michigan hereinafter called the "Board" and the Peck Education Association/MEA/NEA, hereinafter called the "Association" on wages, hours, and the terms and conditions of employment of teaching personnel, through negotiations in good faith, have reached agreement on all such matters and desires to execute this Contract covering such agreement.

## **ARTICLE I**

### **Recognition**

The Board hereby recognizes the Association as the exclusive bargaining representatives, as defined in Section II of Act 379, Public Acts of 1965 for all certified teaching personnel, including guidance counselors and librarians under contract, but excluding supervisory and executive personnel, office, substitutes, clerical and maintenance and operating employees. (a) The term "teacher" when used hereinafter in this Agreement shall refer to all employees, (represented by the Association) in the bargaining unit as defined. (b) the term "Board" shall include its officers and agents. (c) The Board further agrees that membership in the Association shall not be a condition of employment nor used as a point of discrimination in the rights or obligations under this contract.

## **ARTICLE II**

### **Board of Education Rights**

The Board, 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 or the United States, including but without limiting the generality of the foregoing; the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel, providing due process has been followed.

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 seem necessary shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE III**

### **Teacher and Association Rights.**

- A. Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective professional negotiation and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it or its employed administrative or executive personnel will not directly or indirectly discourage, deprive or coerce any rights conferred by Act 379,

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by other laws of the State of Michigan or by the Constitution of the State of Michigan and the United States; that it will not discriminate against any employee with respect to hours, salary, terms or conditions of employment, by reason of membership in the Association, his participation in any activities of the Association including collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding with respect to any terms or conditions of employment under, or aside from the specific terms of this Agreement.

- B. The Association and its representatives shall have the right to use school buildings for meetings, the Board may make a reasonable charge therefore.
- C. The Association and its representatives shall have the right to use the school buildings and equipment in accord with the following regulations: The principal or superintendent shall designate what areas or rooms are available for meetings and or use; where extra maintenance or service costs are involved, the Association will assume this cost; Association meetings shall not interfere with other regularly scheduled activities; the Association's bulletin board shall be restricted to official organization materials. If the building administrator considers the posted materials objectionable s/he shall bring it to the attention of the Association President and Superintendent of Schools at which time the material shall be removed. The president and superintendent shall meet to discuss the objections and by mutual agreement resolve the issue. The Association may use the District's mailboxes and pickup and delivery service for communications to teachers.
- D. Duly authorized representatives of the Association shall have the right to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations. And further provided, no Association views on matters relating to supervisor-teacher or Board-Association relationships shall be discussed in the presence of students during the school day or at school sponsored functions.
- E. Teachers shall be entitled to full rights of citizenship and the exercising of such rights with respect to the professional employment of the teacher.
- F. The parties agree that there shall be no discrimination against any employee or applicant for employment by reason of race, color, marital status, sex or national origin, and that the provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory.
- G. Disciplinary interviews and reprimands will be considered in private. An affected teacher, shall, however, have the right, in all such instances, to request the presence of an association representative along with all other Weingarten rights afforded under Section 7 of the National Labor Relations Act.
- H. The Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas, and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational backgrounds, and such other informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

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**ARTICLE IV****Professional Compensation**

- A. The salaries and fringe benefits of teachers covered by this Agreement for the 2022-2023, 2023-2024 and 2024-25 school years are set forth in Appendix A, which is attached to and incorporated into this Agreement. In compliance with Section 164h(1)(d) of PA 108 of 2017 and section 1250 of the Michigan Revised School Code will implement a policy that will include job performance and job accomplishments as a significant factor in determining compensation and communicate such policy to the Association by November 1st of each year.
- B. With the approval of the Principal, teachers shall be permitted to leave their buildings for employment-related activities without loss of pay, leave time, personal leave or other penalty.
- C. Teachers who are required, as a part of their school duties, to use their own vehicles for transportation in order to perform such duties shall be reimbursed at the IRS rate for business use. The Board shall provide total liability protection for teachers and other designated drivers when their personal automobiles are used as provided in this section.
- D. Teachers substituting on their prep time will be compensated at a rate of \$30.00 per class period or \$15.00 per half a period.
- E. A teacher may move from the BA column of the pay scale to the B+20(x) column by earning 20 college credits from an accredited college/university in a planned program OR by adding a credential or certification that is deemed beneficial to the district and has been pre-approved by the district administration. A teacher may move from the MA column to the MA+15(x) column by earning 15 graduate level credits beyond a MA OR by adding a credential or certification that is deemed beneficial to the district and has been pre-approved by the district administration.

**ARTICLE V****Teacher Loads and Assignments**

- A. The normal weekly teaching load in the junior-senior high school will be twenty (20) teaching and five (5) unassigned preparation periods per trimester or thirty (30) teaching and five (5) unassigned preparation periods per semester.

The normal teaching load for an elementary teaching position shall include as much prep time as the high school schedule will allow (at the administration's discretion based on class size) and as much release time for recess/elective schedule ("Specials") as meets the district's implementation of the state's day and hour requirements.

- B. Teachers who will be affected by a change in grade assignment in the elementary school grades and by change in subject assignment in grades 7 through 12, will be notified, whenever possible, at least thirty (30) days in advance by their building principals.

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- C. The Board recognizes the desirability of keeping schools reasonably and properly equipped and maintained.
- D. The Board will make available lunchroom and restroom facilities for teachers' use and one room which shall serve as a workroom.
- E. Teachers shall be required to report to school and be at their duty stations at 7:50 A.M. each school day and may leave school at 3:15 P.M. each school day. However, teachers will be required to report or remain for a sufficient period before or after the close of the pupil's school day to attend to those matters which properly require attention at that time, such as teacher's meetings and including consultations with students and/or parents when scheduled directly with the teachers. On Fridays or on days preceding holidays or vacations the teachers' day shall end at the close of the pupils' day.

The Board and Administration will, after consultation with the Association, have the right to arrange student contact time within these parameters (8:00 A.M. to 3:15 P.M.) in order to comply with State of Michigan hourly requirements. With the approval of the Board of Education and the PEA, the above times may vary to allow for teacher collaboration time in accordance with becoming a Professional Learning Community

- F. The Board of Education agrees class size is an important aspect of an effective educational program. The goals are:

Kindergarten	22
Grades 1-3	25
Grades 4-5	27
Split	25
Grade 6-12	32
PE/Band	40

Should these goals be exceeded in any semester (calculated on count day), elementary teachers will receive a \$150 stipend and secondary teachers will receive a \$100 stipend for the first section and a \$50 stipend for each additional section. When the number exceeds 36 students, the stipend will be \$150 per semester for grades 6-12 (excluding PE and Band).

- G. A duty-free lunch period of thirty (30) minutes will be provided for Jr./Sr. high school teachers. Elementary teachers will be provided a duty-free lunch period of approximately forty (40) minutes and also have as much duty-free preparation time as the recess/elective schedule ("Specials") will allow and still remain in compliance with the state's day and hour requirements and administrative goals.

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**ARTICLE VI****Vacancies, Promotions, and Transfers**

- A. Teachers may request to transfer to a different assignment. Such requests shall be made in writing to the superintendent and shall include the position desired along with the applicant's qualifications for the position.
- B. Any teacher transferred to an administrative or supervisory position who shall later return to teacher status shall be entitled to retain all such rights as he may have had under this Agreement prior to such transfer(s).
- C. Any teacher transferring into the Peck Community School District from another district shall be given years of service as deemed appropriate on the salary schedule for previous certified (provisional or permanent) teaching experience.

**ARTICLE VII****Personnel Files, Mentors**

- A. Each teacher shall have free access to his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- B. The district will appoint qualified, certified staff members to mentor and train staff members who are new hires, non-tenured or as part of an improvement plan for a specific employee or employees. The mentorship program will be 8-12 hours in duration spread over the course of the academic year. The mentor teacher will receive a \$700 stipend upon completion of program.
- C. Teachers volunteering as mentors shall be assigned through a cooperative effort by the president of the Association and the building principal.
- D. Complaints of a parent toward a teacher shall be called to the attention of that teacher. The teacher shall be informed of any response to such complaint.

**ARTICLE VIII****Professional Improvement**

The parties support the principle of continuing training 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.

At the request of the Association, or on the Board's initiative, arrangements shall be made for after school sources, workshops, conferences, and programs designed to improve the quality of instruction. Every effort will be made to obtain resource people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so. A teacher who attends workshops/conferences for training outside the regular day, required or highly recommended, by the district will be reimbursed at the substitute teacher rate.

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**ARTICLE IX****Academic Freedom**

Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning within the confines of the state and national standards.

**ARTICLE X****Continuity of Operations**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in any strike as defined by Section I of the Public Employment Relations Act.
- B. The Board also agrees that it will not knowingly, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Agreement shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by a health hazard or an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.
- D. Each year of the contract shall have the number of days and/or hours as required by the Department of Education and the State of Michigan. By Board resolution, days will not be increased as long as the hour requirement is accomplished, and the Association and School Board meet all the State attendance requirements.
- E. Days canceled due to conditions not within the control of the school district which are required by law and State Board of Education rules to be made up in order to receive full State Aid shall be rescheduled as outlined in F below, with no additional salary paid to the teachers. Any canceled days not required to be rescheduled shall not result in any loss of salary or benefits to the teachers and the teachers shall not be required to report for work on those days. The Association agrees for the duration of this Agreement to provide the District with hours and/or days of student instruction following the state department regulations regarding makeup of days. Any days canceled necessary to meet this requirement shall be rescheduled as outlined in F below.
- F. All days canceled due to conditions not within the control of the school district shall be rescheduled at the end of the school year.



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**ARTICLE XI****Leave Time**

- A. Leave time will be granted at the rate of ten (10) days per school year to all probationary teachers. Beginning with tenure, a rate of twelve (12) days per school year will be granted. Unused time may be accumulated to one hundred (100) days. Leave time will be credited in advance to the teachers each school year.

Those teachers who have accumulated one hundred (100) days at the start of the school year shall receive \$50 per day for every day not used during that year in excess of one hundred (100) days, in a cash payment during June of that year. Severance pay equal to \$50 per day of unused sick leave in excess of fifty (50) days shall be paid upon resignation from the District after ten (10) years of service for the Peck Community Schools. In the event of death the amount will be paid to the estate.

- B. Upon recommendation of the superintendent the Board may, at the Board's expense, require a teacher to undergo a physical or mental examination by an appropriate specialist to determine whether involuntary leave is warranted. Any teacher required to undergo such an examination shall be entitled to an additional examination at Board expense by a specialist chosen by the teacher. The results of any such examinations shall remain confidential except to the extent necessary for the Board to take public action thereon. Any teacher placed on involuntary leave may use any accumulated sick leave.
- C. The Board shall furnish each teacher and the Association with a written statement at the beginning of each semester setting forth total leave time credit.
- D. Any of the following will be charged to leave time:

The Peck Board of Education agrees to all provisions as listed below:

1. Personal illness or disability - A teacher may use all or any portion of his/her leave to recover from his/her own illness or disability which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery period.

Note: Disabilities caused or contributed to by pregnancy, miscarriage, childbirth or recovery therefrom shall be treated on the same terms and conditions as are applied to other temporary disabilities, including but not limited to those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.

Teachers using leave time for personal illness or disability shall give the administration as much notice as is reasonably possible.

After five consecutive absences due to personal illness or disability the Board may request a doctor's verification of any teacher's illness or disability.

2. Routine medical attention - Where dental and medical attention cannot be scheduled outside school time, necessary time off will be granted.

3. Critical illness in family - Critical illness in the immediate family which required the presence of the teacher taking leave time. A teacher's immediate family shall include the teacher's spouse, children, parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunts, uncles, cousins, siblings, grandparents, grandchildren, nieces, and nephews.
4. Funerals - A maximum of five (5) days which shall not be charged against an employee's sick leave shall be granted for funerals for members of the immediate family as defined in paragraph 3 above. Upon notification to the building administrator an additional two (2) days of bereavement leave may be taken at the discretion of the teacher and shall be deducted from sick leave.
5. Personal Business - Four (4) days of leave time may be used for personal business that cannot be handled outside of the normal school day, on the weekend or during vacation periods. Personal business days are not to be used as recreation or vacation days.

Any teacher using leave time for personal business shall notify his or her building principal at least one (1) day in advance, except in cases of emergency.

Business leaves shall not be granted for the first or the last day of the school year nor on the first working day preceding or following a vacation or holiday period.

6. Certified staff that perform substitute duties may choose to be compensated with time ("comp time") in place of the agreed upon rate of pay for performance of these duties. Any duty performed that is less than 30 minutes in duration will earn a half class period (.5) of compensation time being credited. Several criteria and guidelines must be set to accurately record and utilize this system and will be placed in the staff handbook.

#### E. Unpaid leaves of absence

1. The Board may grant the following unpaid leaves upon request:
  - a. Military leave for time served in the U.S. armed forces.
  - b. Overseas teaching for up to one (1) year.
  - c. Peace Corps for up to two (2) years.
  - d. Sabbatical leave for up to one (1) year.

Written requests need to be made to the Board of Education a minimum of 60 days in advance of said leave, and/or extension of an existing leave. This request is only for those leaves listed under E. 1. b., c., & d. above.

The Board may at its option grant extensions of said leaves upon request of the teacher.

2. An employee taking any of the unpaid leaves listed above shall receive increments on the pay scale as though the employee had remained on active duty, except that any teacher taking a sabbatical leave must receive at least

twenty (20) semester hours academic credit in order to receive such credit. Increments shall not be granted for extensions of said leaves over that period of time specified in 1 a through d above.

3. Following the birth of an employee's child, or following the adoption of a child:

- a. An employee, upon written request of the Superintendent, shall be granted a childcare leave for the balance of semester plus up to one additional semester.
- b. Upon written request, the Board may grant up to a two (2) year extension of any childcare leave.
- c. A teacher returning after a child care leave or a one (1) year extension of such leave, shall return to his/her former position in the district, provided that teachers returning from a leave of greater duration shall be returned to the first positions for which they are qualified and certified.
- d. No incremental credit on the pay scale shall be granted to an employee for time spent on child care leave.

- F. Absence due to injury or illness incurred while a teacher is supervising students or performing a professional, work related activity shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher from his/her accumulated sick leave, the difference between his/her salary and benefits received under the Michigan Workmen's Compensation Act for the duration of such illness but in no event beyond the date that said accumulated sick leave has been exhausted.

It is further agreed, for purposes of Section 354 of the Worker's Disability Compensation Act, that the exchange of a sick day (or part thereof) in return for the payment of a salary differential by the school district, constitutes a direct contribution to this plan by the teacher which precludes differential salary payment pursuant to Section 354 (b) of the Worker's Disability Compensation Act, MCLA 418.354.

Should said contribution by an employee be held by any court or administrative agency of competent jurisdiction to be an "offset" against benefits to be received by said employee under the Act, the Board shall not be required to pay the additional wage amounts charged to employee accumulated sick leave as provided for above.

- G. A maximum of four (4) days leave for business pertaining to the professional association that cannot be handled at any other time is allowed and not charged. These days are to be designated by the president of the Association. No more than two (2) teachers shall take such leave at one time. The administration shall be given a written notice at least 48 hours in advance of such leave.
- H. Any teacher who is required to serve on a jury or subpoenaed to testify during school hours in any judicial or administrative matter, arbitration or fact finding shall be paid his/her full salary or other benefits. Any remuneration's received by a teacher over and above his expenses for transportation, meals and other incidentals shall be forwarded to the Board.

- I. A unit member may borrow up to thirty (30) leave days from those granted during their future employment for the purpose of an extended leave caused by an abnormal illness to the member or maternity leave of the member, subject to the following conditions:
- a. The unit member has been employed by the district for at least one calendar year.
  - b. The unit member has exhausted all leave time and taken five (5) days of unpaid leave.
  - c. The unit member has not used the leave time bank in the previous three years.
  - d. The unit member has reimbursed the district for any borrowed leave time from previous uses of the leave time bank.

The unit member will return leave time to the district at a rate of two (2) to five (5) days per year at the unit member's discretion until the entire amount has been reimbursed. A unit member who separates from the district before fully reimbursing for time borrowed will owe the district the current sub rate per day still owed upon separation from employment by the district. The need for the leave must be documented by a licensed physician and approved by the Board of Education.

The payment of insurance premiums will cease one hundred twenty (120) days after the teacher has exhausted his/her personal sick days and the teacher continues to be off due to illness or disability. The unit member may, subject to the terms of the carrier, continue insurance at the unit member's own expense through the superintendent's office.

## **ARTICLE XII**

### **Teacher Grievance Procedure**

- A. Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may file a written grievance with the Board's designated representative. The Board hereby designates as its representative for such purposes, the principal of each school.
- B. An informal attempt to solve any possible grievance by the grieved party and the principal must be made prior to filing of any formal grievance procedure.
- C. Any grievance not filed within twenty (20) working days after the aggrieved party knows or should have known of any alleged contract violation shall be deemed waived.
- D. Within five (5) working days after receipt of any written grievance, the building principal or Board representative shall meet with the aggrieved party in an effort to resolve such grievance. Within five (5) working days after meeting with the aggrieved party, the building principal or Board representative shall indicate his disposition of the grievance in writing to the aggrieved party.

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- E. If the aggrieved party is dissatisfied with the disposition of the grievance by the building principal or Board representative, the grievance shall be appealed to the superintendent of schools, in writing, within five (5) working days after receipt of the response of the building principal or Board representative or after the failure or such individual to respond within the allotted time, whichever is earlier. The superintendent of schools shall respond to the grievance, in writing, within five (5) working days of receipt of the grievance by him.
- F. If the aggrieved party remains dissatisfied with the disposition of the grievance by the superintendent, the grievance shall be appealed to the Board of Education, by filing a written appeal in the superintendent's office within five (5) working days of receipt of the superintendent's response or within five (5) days of the expiration of the time period for the superintendent's response, whichever is earlier. Any grievance so appealed to the Board of Education shall be placed on the agenda of the next regular Board meeting. The Board will act upon any such grievance within thirty-two (32) days of such regular Board meeting.
- G. If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made by the Board within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association, which rules shall govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid by the party in error. The Association must file for arbitration within a ninety (90) day time frame after the completion of "F" above.
- H. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- I. Should any employee appeal to the Michigan Teacher Tenure Commission any matter regarding his/her termination of services or the Board's failure to reemploy him/her, further resort to proceeding on those matters under this Article shall terminate immediately.
- J. It shall be the general practice of all parties concerned to process the grievance procedures during times which do not interfere with assigned duties provided, however, in the event it is agreed by the Board to hold proceedings during the regular working hours, a teacher participating at any level of the grievance procedure, with a representative of the Board, shall be released from assigned duties without loss of pay.
- K. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss such grievance informally with any appropriate member of the administration or from having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment. Individuals may not arbitrate a grievance.

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**ARTICLE XIII****Board Grievance Procedures**

Recognizing the Association as a professional organization and further recognizing the desire of the Association to maintain high standards of professionalism, the Board agrees to notify the Association when violations of this Contract or other unprofessional actions are made by teachers, as deemed by the Board or its representatives with the hope that corrections can be undertaken by the Association prior to any action which may be necessitated by such actions on the part of the teacher by the Board or its duly authorized representatives.

Such notice of violation or unprofessional conduct always shall be in writing allowing Association action and/or reply.

**ARTICLE XIV****Miscellaneous Provisions**

- A. 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 written and signed amendment to this Agreement.
- B. Any and all individual contracts between the Board and teachers shall be subject to and consistent with this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its period in force, shall be controlling.
- C. This Agreement shall supersede any rules, practices, or regulations of the Board which shall be contrary to its terms. If any provisions of this agreement shall be considered void all other provisions shall continue.
- D. If an emergency financial manager is appointed by the state under PA 4 of 2011, 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 XV****Seniority and Qualifications**

- A. "Seniority" shall be defined as the length of continuous service with the school district since the last date of hire. Periods of time spent on leaves of absences shall not constitute breaks in continuous service and seniority shall accrue during such periods. For the purposes of this Article only, less than full time service shall be counted as if such service were full time. In the event of ties in seniority, all teachers affected will participate in a formal drawing to determine placement on the seniority list. The Association and bargaining unit members affected will be notified in writing of the date, time, and place of such drawing. Such drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.

- B. The Board or its agents shall prepare and present to the Association a current seniority list by December 1 of each year. The Association shall have thirty (30) days from receipt of the list to raise any objections concerning the list. Any such objection must be made in writing. Failure to so object shall be construed as agreement that the list is accurate.
- C. Each teacher is responsible for filing his/her own current certification and qualifications with the Board and for keeping such records current at all times.

## **ARTICLE XVI**

### **Annexation and Consolidation of Districts**

- A. Scope: This Article applies to school district consolidations, annexations, dissolutions, property transfers, and to consortia in which the employer may become involved. Unless otherwise indicated, all of these will be referred to as "reorganizations."
- B. Notice: The employer shall notify the association immediately whenever a district reorganization is contemplated, proposed, or under discussion with any other school district.

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**ARTICLE XVII****Duration of Agreement**

This Agreement shall cover the period from December 15, 2022, to June 30, 2025.

**BOARD OF EDUCATION**

By Shane Welch President

By Bonnie Alfano Secretary

**PECK EDUCATION ASSOCIATION**

By Jill Drouse President

By Katie Jordan Negotiator

By Amanda Czerwinski Negotiator



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**APPENDIX A: Salary Schedule**

STEP	BA	BA+20(X)	MA	MA+15(X)
1	40274	41722	44640	45140
2	42286	43741	46800	47300
3	44297	45760	48960	49460
4	46309	47780	51121	51621
5	48321	49799	53281	53781
6	50333	51818	55441	55941
7	52345	53837	57601	58601
8	54357	55857	59762	60762
9	56369	57876	61922	62922
10	58381	59895	64082	65082
11	61066	62650	67041	68041
12	63876	65532	70000	71000

**2022-2023** Step increase of 1 step; additional steps for teachers affected by the previous freeze whose steps do not match years of experience.

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STEP	BA	BA+20(X)	MA	MA+15(X)
1	41079	42556	45533	46033
2	43131	44616	47736	48236
3	45183	46675	49940	50440
4	47235	48735	52143	52643
5	49288	50795	54347	54847
6	51340	52854	56550	57050
7	53392	54914	58753	59753
8	55444	56974	60957	61957
9	57496	59034	63160	64160
10	59548	61093	65364	66364
11	62287	63903	68382	69382
12	65154	66843	71400	72400

Steps 13-16: \$ 850

Steps 17-20: \$1650

Steps 21+: \$2500

**2023-2024 Step increase of 1 step**

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STEP	BA	BA+20(X)	MA	MA+15(X)
1	41490	42982	45988	46488
2	43562	45062	48213	48713
3	45635	47142	50439	50939
4	47707	49222	52664	53164
5	49781	51303	54890	55390
6	51853	53383	57116	57616
7	53926	55463	59341	60341
8	55998	57544	61567	62567
9	58071	59624	63792	64792
10	60143	61704	66018	67018
11	62910	64542	69066	70066
12	65806	67511	72114	73114

Steps 13-16: \$ 850

Steps 17-20: \$1650

Steps 21+: \$2500

**2024-2025** Step increase of 1 step

## **EXTRA DUTIES**

Additional Compensation for Extra Duties. Compensation will be paid at the conclusion of the season/ activity/ year, as applicable.

### **Class Advisors - Maximum of Two:**

Senior Class	1.50%
Junior Class	1.75%
Sophomore Class	0.75%
Freshman Class	0.75%
6th, 7th and 8th Grade	0.50%

Bus Chaperones \$20.00 per year of contract

National Honor Society (1 person)	\$550.00
Academic Games	1%
Quiz Bowl	2%
Battle of the Books	1%
Jr/Sr High School Play	4%
Band Director	5.5%
Pep Band	2%

Elementary Christmas Program	1%
Student Council (1 person)	\$650.00
Lunch Duty	\$15 per time for each year of contract

Job Descriptions will be established for each activity above on a yearly basis and will be provided by the district.

### **Athletics**

Football:	Varsity - Head Coach	11.0%
	Assistant Coach	7.0%
	Junior Varsity	6.0%
	Junior High Coach	4.0%
Basketball:	Boys and Girls Varsity Coach (1 each)	11.0%
	Boys and Girls Jr Varsity Coach (1 each)	7.0%
	Boys and Girls Junior High Coach (1 each)	4.0%
Track:	Boys and Girls Varsity (1 Coach):	8.0%
	Boys and Girls Junior High Coach	4.0%

An assistant or a 2<sup>nd</sup> varsity coach (to be recommended by the athletic director at his/her discretion) will be added following the criteria set in #3 on the last paragraph of the extra duty section.

Baseball:	Varsity Coach	8.0%
	Junior Varsity Coach	5.0%
Softball:	Varsity Coach	8.0%

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	Junior Varsity Coach	5.0%
Volleyball	Varsity	8.0%
	Junior Varsity	5.0%
	Junior High Coach	4.0%
Cheerleading Coach:	Football	4.0%
	Basketball	5.0%
	Junior High BB	3.5%
Golf:	Varsity	5.0%
Cross Country:	K-12	5.0%

1. All non-athletic percentages will be calculated per year on the BA 1<sup>st</sup> step rail. Athletics and school play will be based on BA rail for years of experience in the activity at Peck.
2. At the Board's discretion, up to 5 years of experience on the extra duty schedule may be granted for experience outside of the District.
3. The number of students out for a particular sport will determine if additional teams or coaches are necessary. The athletic director will make an initial determination and if needed, present her/his findings to the athletic council. The council will in turn present their recommendation to the entire school board for their approval or denial.

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## **FRINGE BENEFITS**

### **Health Insurance**

1. All certified staff shall be insured with MESSA Choices/ABC or a negotiated MESSA health care plan.
2. Each employee shall be eligible for either one person, two person, or full family health insurance coverage, depending upon whether the employee is single, married, or married with children, respectively. If an employee's spouse is eligible for health insurance provided by another employer or organization, such spouse shall be covered by such other health insurance. Any member not needing health insurance shall receive \$300.00 per month. Any member selecting this option shall also be provided an additional \$5,000.00 term life insurance with A.D. & D. and W.O.P.
3. The District shall implement insurance copayments pursuant to PA 152 of 2011 and shall adopt the hard cap option for each school year. The districts contribution will not exceed the hard cap limit set annually by the Michigan Department of Treasury. Employee is responsible for the amount of premium and ACA fees that are over the said hard cap. Employee contributions will be payroll deducted.

### **Term Life Insurance**

Each bargaining member shall be granted \$60,000.00 term life insurance with A.D. & D. and W.O.P.

### **LTD**

The Board of Education shall provide each bargaining unit member with a MESSA or a negotiated Long Term Disability Plan which will involve a monthly benefit plan of 66 2/3% of monthly earnings to a maximum of \$5,000.00 and an elimination period of 90 calendar days.

### **Vision**

Each bargaining unit member shall be granted MESSA VSP III or a negotiated Vision insurance.

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### Dental Insurance

The Board of Education shall provide thirty-four thousand, four hundred ninety-ninety dollars (\$34,499.00) per year towards dental pool, which shall be distributed by the following guidelines:

**Guidelines:**

1. Coverage is provided for the teacher and his/her immediate family who qualifies as an IRS dependent.
2. If dental coverage is available through a spouse, the dental pool will consider only the amount not covered by the other insurance.
4. All types of dental work are covered.
5. The coverage period extends from June 1<sup>st</sup> through May 31<sup>st</sup>.
6. The pool will be divided equally by the number of staff, that will be the allowed benefit for the year. New employees may have their benefit prorated depending on their hire date.
7. No carryover from year-to-year of unused balance.

**Procedure:**

1. Paid bills must be submitted to the Superintendent's office with a Dental Benefit Form. All bills/statements from the dentist must show the following:
  - a. Date of service
  - b. Payment received
  - c. Services performed
  - d. Patient's name
2. Payment to the employee shall be made every month after the board meeting of each month. (Payment will be on payroll checks, last payroll of the month.)
3. The bills should be submitted in a timely fashion. All bills to be considered must be submitted before June 1<sup>st</sup> of the current contract year.
4. In June of each year, if there is any amount of the dental pool not used, the balances of the dental bills that were not paid during the year will be considered. Bills will be paid in the following order: the smallest bill or portion thereof will be paid. All submitted bills will have that amount applied toward them. Then, the next smallest or portion thereof will be paid and that same amount applied to all other bills. This procedure will continue until all or a portion of all bills are paid and the money expended.

