

**AGREEMENT
BETWEEN
PARCHMENT SCHOOL DISTRICT
AND
KALAMAZOO COUNTY EDUCATION
ASSOCIATION
JULY 1, 2021 - JUNE 30, 2023**



TABLE OF CONTENTS/INDEX

Headings in the first column which are in all capital letters represent main article headings. All others are Article Subsections.

	<u>Article</u>	<u>Page</u>
Absences	9, 10	13-17
AGREEMENT		5
Assault	12B	18
ASSOCIATION	2A, 4	7
Association Days	4E	7
Business Leave	10C2	16
Calendar	6F, 6H, Appendix A	9-10, 32
Child Care Leave	10E	16-17
Class Size	8B	11-12
Complaints	1B, 12C, 12D	5, 18
Consortia	15E	21
Contracts	4C	7
Coursework Reimbursement	16J	22
Critical Need	9H	15
CURRICULUM	14	20
Dental Insurance	17	23-24
Discipline (Student)	12A, 12C	18
Duplication of Agreement	15A	20
DURATION OF AGREEMENT	20	25
EMERGENCY MANAGER	19	25
Experience Credit	16E	21
Extra Duty Agreements	16A, Schedule B	21, 27-29
Family and Medical Leave Act (FMLA)	10A, 10E	16-17
Funeral Leave	10B, 10C1	15-16
GRIEVANCE PROCEDURE	13	18-20
GRIEVANCE FORM		30-31
Increments	16I	22
INSURANCE	17	23-25
Jury Duty	10C3	16
Just Cause	16F	21-22
Kindergarten Enrollment	6J	10

	<u>Article</u>	<u>Page</u>
Layoff	7B	10
LEAVE PAY	9	13 - 15
LEAVES OF ABSENCE	10	15-17
Long Term Disability	17	23-24
Lunch Periods	6D	9
MA + 30 Advancement	16I	22
Medical Insurance	17	23-25
Medical, Psychological or Psychiatric Exams	15C	21
Mentor to teachers	8C	12
Merit Pay	16O	23
MISCELLANEOUS PROVISIONS	15	20-21
NEGOTIATING PROCEDURES	1B, 2A, 5	5, 7-8
Overnight Trips	16K	22
Parking Facilities	8H	12
Personal Business Leave	10C2	16
Personnel File	15D	21
Planning Time	6E	9
PROFESSIONAL COMPENSATION	16	21-23
PROFESSIONAL REQUIREMENT	11	17
PROTECTION OF TEACHERS	12	18
Pupil/Teacher Average	8B	11-12
RECOGNITION	1	5
Resignations	4D	6
Retirement	9B, 16G4, 16M	13-14, 22-23
RIGHTS OF BOARD	3	6
RIGHTS OF TEACHERS	2	5-6
Salary Accruals	16D	21
Schedule A		26-27
Schedule B		27-29
School Visitation Leave	10C5	16
SENIORITY	7	10
Severance	9C, 9D	14
Sick Leave	9A, 9E	14-15
Sick Leave Bank	9F, 9G	14
Snow Days	8I	12-13
Staff Rooms	8F	12
Storage Space	8K	13
Strikes	4B	7
Student Teachers	8J, 16G1	13, 22
SUBSTANCE ABUSE	18	25
Substitutes for Aides	8B1d	11

Substitute Teachers	8J, 16G	13, 22
Substitutes for Administrators	8L	13
Supplies and Equipment	8D	12

	<u>Article</u>	<u>Page</u>
T.B. Tests	15C	21
Teacher Contracts	4C	7
Transfers	8A	10
TEACHING CONDITIONS	8	10-13
TEACHING HOURS	6	8-10
Telephone Facilities	8G	12
Transfer of Coaches	16H	22
Transfer of Teachers	8A	10
Tuition Reimbursement	16J	22
Unemployment	16M, 16N	23
Unpaid Leaves of Absence	10D, 10E, 18A	16, 25
Use of Buildings	2E	6
Vision Insurance	17	23-25
Volunteers	12F	18
Work Days	15F	21
Workers' Compensation	9E	14

AGREEMENT

THIS AGREEMENT entered into by and between the PARCHMENT SCHOOL DISTRICT, Kalamazoo County, Michigan, hereinafter called the "Board," and the KALAMAZOO COUNTY EDUCATION ASSOCIATION, hereinafter called the "Association," an affiliate of the MEA. The signatories shall be the sole parties of this Agreement.

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Parchment School District is their mutual aim and that the character of such education depends significantly upon the quality and morale of the teaching service.

In consideration of the following mutual covenants and agreements herein contained, it is agreed:

ARTICLE 1 - RECOGNITION

Section A: The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 336 of the Public Acts of 1947, as amended, for all full-time and regularly scheduled part-time certified professional teaching personnel (or other alternative routes to obtain teaching certificates), including certified teachers at the Parchment Innovation Center, and also excluding substitute teachers and student teachers on tenure or probation, together with the school social workers and school guidance counselors (if employed by the School District, before November 1, 2008), temporary teaching employees under contract, but excluding supervisory and executive personnel, per diem substitutes, teacher aides, and any other person engaged at least 50% of the time in direct administration and supervision of professional personnel and employees of any other employer. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined.

Section B: The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a complaint, and having the complaint adjusted without intervention of the Association, not inconsistent with the terms of this Agreement. The teacher may, however, at any time, request the assistance of the Association.

Section C: Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 2 - RIGHTS OF TEACHERS

Section A: Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every employee of the Board in the appropriate unit shall have the right freely to organize, join, and/or support the Association for the purpose of engaging in collective bargaining and other

lawful 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 agrees that it will not directly or indirectly deprive, coerce or discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any Association activities (which do not interfere with any educational program) or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment.

Section B: Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for discrimination.

Section C: The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability or marital status or any other protected group as defined by the Elliot-Larson Civil Rights Act.

Section D: The Board and the Association recognize the right of either party appropriately to invoke the assistance of the State Labor Mediation Board.

Section E: The Association and its members shall have the right to use school building facilities at all reasonable (not interfering with any educational programs) hours for meetings. Staff room bulletin boards and other established media of communication shall be made available to the Association and its members.

Section F: The Board agrees to furnish to the Association in response to reasonable requests from time to time such information as may be available concerning the financial resources of the District, tentative budgetary requirements, allocations, agendas and such other information as will assist the Association to bargain collectively. The Board agrees to furnish such other information as will assist the Association in developing intelligent, accurate, informed and constructive educational programs on behalf of the teachers and their students.

ARTICLE 3 - RIGHTS OF BOARD

Section A: The Board recognizes the importance of the teacher and committee opinions and recommendations in the effective operation of the educational processes.

Section B: The Association recognizes certain rights and responsibilities of the Board among which are the following: to operate its schools, to maintain order and efficiency; to hire; to direct the teaching force; to determine the number of teachers; to discipline, suspend, demote and discharge; to require teachers to observe rules and regulations; to determine the number and location of schools; to approve the curriculum to be taught within the school system including interactive telecommunications instruction and experimental or pilot programs; to use volunteers and to exercise all powers and authorities granted to schools by the Constitution or laws of this State.

ARTICLE 4 - ASSOCIATION

Section A: The Association recognizes the responsibility and right of the Administrative staff to evaluate teachers. The Association also recognizes the responsibility and right of Administrative staff to visit classrooms for purposes of evaluation and promoting the educational program.

Section B: The Association agrees that it will not directly or indirectly engage in or assist in any strike affecting the Parchment School District, as said term is defined by the Public Employees Relations Act.

Section C: The Association agrees that after the master contract has been executed by the Board and the Association covering the contract year it will cause to be delivered to the Board within ten (10) days from the date of tender [which shall be within twenty (20) days after signing of the master contract, or in case of multi-year contract, fifteen (15) work days prior to the first scheduled teacher work day] the individual signed teacher's contracts provided that by mutual agreement between the teacher and the Board a teacher may be given additional time, in special cases, to sign his/her contract on condition that the Board may at once start looking for a replacement.

Section D: A teacher who intends to resign is expected to file a written notice of resignation with the School District at least sixty (60) days prior to September 1.

Section E: At the beginning of every school year, the Association shall be credited with seventeen (17) days to be used by teachers who are officers or agents of the Association; provided, however, that the Association shall reimburse the Board for substitutes, if needed, at the current substitute rate for days used over eight (8). In addition, the Association President shall receive twelve (12) days to conduct Association business; provided, however, that the Association shall reimburse the Board for substitutes, if needed, at the current substitute rate for days used over two (2). The Association President agrees to notify the Board in writing no less than seventy-two (72) hours in advance of taking such leave identifying the individual to be on leave.

Section F: If the Superintendent chooses to meet with the PEA president for purposes of contract administration or employee relationships, released time will be provided.

Section G: The Association agrees that it will encourage teachers to fulfill the provisions of this Contract.

ARTICLE 5 - NEGOTIATING PROCEDURES

Section A: It is contemplated that matters of common concern not discussed prior to the execution of and not specifically covered by this Agreement shall be subject to professional negotiations between the parties from time to time during the period of this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

Section B: In the event the salary schedule is reopened for negotiation by mutual agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary

schedule. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board except prohibited subjects of bargaining which will be covered in Board policy.

Section C: In any negotiations described in this Article, neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification of the majority of the Board of Education of the School, and by a majority of the membership of the bargaining unit as described in Article 1, Section A, of this Agreement, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Section D: Upon ratification by both parties, the contract shall be signed by representatives of the Board of Education and by representatives of the Association and the bargaining unit as described in Article 1, Section A, of this Agreement.

ARTICLE 6 - TEACHING HOURS

Section A: Unless necessary to satisfy laws or State regulations related to hours of student instruction, the teacher's normal working day shall be seven and three-fourths (7.75) hours including lunch.

Unless necessary to satisfy laws or State regulations related to hours of student instruction, assigned supervisory and formal instructional pupil-teacher contacts shall not exceed 32 hours 10 minutes for all K-12 teachers. Unless necessary to satisfy laws or State regulations related to hours of, staff work will be limited to *up to* one (1) after-school period (one hour) per week *starting 10 minutes after student dismissal*, and up to one (1) evening, not to exceed one and half (1.5) hours, per school year. Teachers will be assigned by the District to teach and/or supervise students throughout the scheduled students' school day with the exception of a duty-free lunch period of not less than 30-minute.

Teachers assigned to a full year, 7.75 hour per day schedule, will be considered full-time employees - all others will be considered part-time.

Not included in the previously mentioned one (1) evening per year are one conference session in the fall and one in the spring which shall be scheduled during an evening in each building. In exchange, teachers shall be collectively released from duty for one afternoon per evening conference session at a mutually agreed upon time. All evening conferences shall be held between the hours of 4:30 p.m. and 7:30 p.m. unless modified by the mutual agreement of building teaching staff and the building administrator.

Supervisory and formal instructional pupil-teacher contact shall not include set up and tear down time. The student contact time of special teachers shall not exceed the hours of student contact time of regular classroom teachers.

Section B: The Board will not require teachers to work in excess of the above hours except for those receiving compensation for extra-pay items as set forth in Schedule "B" attached hereto.

Section C: Teacher participation in co-curricular activities for which no additional compensation is paid will be voluntary, recognizing that their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, including preparation for the supervision of co-curricular student activities and functions.

Section D: All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than 30 minutes [**except those who receive compensation for lunch period supervision**].

Section E: All K-12 teachers will be guaranteed an unassigned 60-minute block per day for planning and classroom preparations. The board will provide all teachers with 300 minutes of planning per week (prorated for part-time teachers). Teachers who have assignments in two or more buildings will be provided travel time and preparation and clean up time prior to and after classes.

The administration will make every effort to schedule parent meetings, I.E.P.'s etc., during the school day. If such meetings occur outside the teacher's scheduled work-day the teacher shall be given trade time or \$20.00 per hour. *Trade time shall be granted for general education teachers attending IEPs during a teacher's plan time; trade time shall be granted the same day or on a mutually agreed upon time with building administrator. Special education teachers shall be given trade time or \$20.00 per hour for IEPs scheduled during their plan time.*

Section F: The Board shall establish the calendar and the workday for teachers as required by law to receive the maximum amount of State Aid as required by the Michigan School Code of 1976 as amended, and the State School Aid Act of 1979, as amended.

Section G: Teachers who are new hires to the Parchment School District shall report to their supervisor(s) one day prior to the first scheduled reporting day for other teachers. The use of such time shall be at the discretion of the supervisor, except that the Association may request and will be granted one hour to meet with said employee(s), such time to be mutually scheduled between the supervisor, the Association and the teacher(s). The day shall not be considered an addition to the regularly scheduled Contract days and shall be without additional pay or benefits.

Section H: It is the intent of the parties that negotiations on the school calendar be completed before May 1 of each year.

Except as required by law to receive the maximum amount of State Aid, successive calendars shall neither be increased nor decreased, in the following areas, during the life of this Agreement.
Student Instructional Days 180*

Teacher Preparation Days 3

Professional Development Days 3 (Additional professional development will be provided in January.

Total *186 with implementation of MCL 388.1701 (10)*

*Current instructional days are 180 but the board reserves the right to go up to 182 student instructional days.

Should the State mandate additional instructional days beyond 182, teachers shall be compensated at their attained per diem salary for each such day.

Section I: Office support personnel shall be available to teachers in all buildings at times when students are in attendance during the regular school day.

Section J: When the District requires kindergarten teachers to report early for the purpose of kindergarten enrollment, said teachers shall receive additional pay for such duty on a per diem basis.

ARTICLE 7 - SENIORITY

Section A: Seniority shall be measured from the employee's most recent date of continuous employment in the School District. Said date shall be defined as the first scheduled work day. When two (2) or more teachers have the same seniority date, they shall be placed on the seniority list by order of lowest social security number. Seniority shall be recorded by years of continuous service rounded to three (3) decimal places, and shall accrue only to the extent the employee receives compensation. Seniority for days during which a teacher receives no compensation shall be deducted on a prorated basis. Under no circumstances shall more than one (1) year of seniority accrue during a fiscal year, nor shall extra work such as Schedule B items, kindergarten round-up, extended contracts, etc. be used in lieu of or in addition to the contract year as specified in Article 7 Section H. Seniority accrual for teachers whose contract is less than full time shall be reduced proportionately. Seniority shall not accrue during a period of layoff. Upon recall, seniority accrued prior to layoff shall be restored.

Section B: If a reduction in staff is necessary, the Board shall, prior to taking formal action notifying teachers of a layoff, meet with representatives of the Association. At the earliest opportunity, the Association, and if possible the unit members who would be affected, shall be notified of possible layoffs.

Section C: Prior to August 15 of each school year, the Board shall furnish the Association President with a list reflecting seniority status as of the immediately preceding June 30. Challenges to the seniority list must be submitted to the Board by the Association on or before Fourth Friday.

ARTICLE 8 - TEACHING CONDITIONS

Section A: Requests by a teacher for transfer to a different class, building, or position or to an extra-pay assignment shall be made in writing, on forms furnished by the Board, one (1) copy of which shall be filed with the Superintendent after consultation with the building principal. Requests by teachers for transfers shall be considered along with all candidates being considered

in such selection. Transfer request forms received on or before May 1 of any school year will be considered for the subsequent school year.

Section B: Class Size:

1. Elementary class size shall not exceed eighteen (18) pupils in Developmental Kindergarten, twenty-eight (28) pupils in kindergarten; and shall not exceed thirty one (31) students in grades 1-5. The administration will attempt to equalize kindergarten classes throughout the District. Other students may be transferred to another building to facilitate the balancing of class sizes between classes; however, such bussing of students shall not be made for the purpose of eliminating a teaching position or a class.
 - a. Whenever the class size exceeds nine (9) pupils for more than ten (10) consecutive days in Developmental Kindergarten, the teacher may elect to have a teacher aide for the class, or be compensated \$1,010 for 10-12 pupils, \$1,515 for 13-15 pupils, and \$2,020 for 16-18 pupils
 - b. Whenever the class size exceeds twenty-five (25) pupils for more than ten (10) consecutive days in kindergarten, the teacher may elect to have a teacher aide for the class, or be compensated \$1,010 for 26 pupils, \$1,515 for 27 pupils, and \$2,020 for 28 pupils.
 - c. Whenever the class size exceeds twenty-eight (28) pupils for more than ten (10) consecutive days in grades 1-5, the teacher may elect to have a one-half (1/2) time teacher aide, or be compensated \$1,010 for 29 pupils.
 - d. Whenever the class size exceeds thirty (30) pupils for more than ten (10) consecutive days in grades 1-5, the teacher may elect to have a full time teacher aide, or be compensated \$1,515 for 31 pupils, and \$2,020 for 32 pupils.
 - e. The Administration will provide substitutes for teacher aides who are absent for more than one day.
 - f. Class size limitations and the provisions for teacher aides or additional compensation shall not be applicable to elementary integrated arts (IA). No IA class shall exceed maximum class size in regular education class sizes.
 - g. Other solutions mutually agreeable with the teacher shall not be considered a violation of a - e above.
2. Secondary (6-12) class size shall not exceed thirty-two (32) pupils except for traditionally larger classes (such as physical education, vocal and instrumental music), except as may be mutually agreeable with the teacher. Teachers teaching AP math, AP English, TAG, trigonometry, calculus, physics, and honors courses whose classes exceed thirty-two (32) pupils must elect to have a half-time teacher's aide or additional compensation based upon the following schedule:

33 pupils	=	\$1,010
34 pupils	=	\$1,515

35 pupils = \$2,020

Additional compensation prorated based upon instructional days (Article 6H).

Section C: State law mandates that “for the first three years of employment in classroom teaching a teacher shall be assigned by the school to one or more master teachers, college professors, or retired master teachers, who shall act as a mentor to the teacher.”

1. Qualified staff will submit their intentions to become Mentor Teachers by June 1 of each school year. The list of names will be maintained until the teacher requests removal from said list.
2. Mentor and mentee communications shall be confidential.
3. Training of Mentors shall be provided by the District as necessary. State Professional Development funding may be utilized. However, no funding will be utilized by a Mentor Teacher on sabbatical leave.
4. Compensation for Mentor Teachers who are members of the bargaining unit shall be as set forth in Schedule B. Compensation for Mentor Teachers who are not members of the bargaining unit shall be as established by the Board.

Section D: The Board recognizes that appropriate supplies and equipment are the tools of the teaching profession which the Board agrees to supply within the means of the budget on the basis of staff member or committee recommendations and the requisitioning procedure administratively established.

Section E: Under no conditions shall a teacher be required to drive a school bus or work in the lunchroom as part of his/her regular assignment, except by mutual agreement.

Section F: The Board shall make available in each classroom building a staff room.

Section G: Telephone facilities shall be made available to teachers for their reasonable use. No personal toll calls shall be charged to the school number. A telephone shall be available for private teacher-parent consultation in each building.

Section H: Adequate off-street parking facilities shall be provided and properly maintained, and reserved exclusively for staff use.

Section I: Student instruction days / hours canceled due to “Acts of God” in excess of the number allowed by State Law shall be rescheduled as student instruction days / hours following the last scheduled student instructional day.

The above notwithstanding, should one or more buildings be closed due to a power outage, loss of water, etc., but classes are held in the rest of the District such that the day in question is counted

as an instructional day for State Aid purposes, the teaching staff assigned to said building(s) may be asked to report to a designated building for purposes as determined by central office.

Section J: A student teacher shall not be used as a substitute for an absent teacher except to teach the classes he/she is regularly conducting. A regular teacher shall be available to assist at all times.

Section K: The Board will provide for each teacher lockable storage space for storage of personal articles.

Section L: The District will ask another administrator or a teacher other than a counselor to become a substitute administrator in a building any time the regular administrator is out of the District for the majority of the day. If said appointed administrator is a teacher, the District will provide a substitute for said teacher.

Section M: For Secondary (6-12) teachers, a maximum number of students per trimester, per teacher, shall not exceed one hundred sixty (160) pupils. If unavoidable, teacher will receive additional compensation of \$100 per student per trimester. No Secondary (6-12) teacher shall teach more than four preps without mutual agreement and compensation of \$500 per course, per prep. If an individual teacher is compensated for voluntarily teaching on their plan period, they do not qualify for Section M (Refer to Article 16 Section C).

Section N: Certified Special Education teachers may receive \$10 per IEP written to be capped at 25 IEPs per year.

ARTICLE 9 - LEAVE PAY

Section A: All teachers absent from duty on account of approved reasons shall be allowed full pay for a total of ten (10) days absence in any school year, the unused portion of which shall accumulate year to year without limit. Annual sick leave shall accrue to the teacher on the first contract day of the school term. In the event a first-year teacher terminates employment, the annual ten (10) days shall be prorated to the time employed. (Use of sick leave time cumulative to half-day minimums).

Sick leave pay shall be allowed when used as follows:

1. Personal illness or injury of the teacher.
2. Critical illness in the immediate (husband-wife-child-parent) family or household occupant.
3. Emergency illness in the family or household which requires a teacher to make arrangements for necessary medical or nursing care.
4. Time necessary for doctor or dental appointments.

Section B: A teacher who qualifies under the State Retirement Act and has completed ten (10) or more years of service in the Parchment School District, will be paid for one-half (1/2) of all

accumulated unused sick days up to a maximum of ninety-five (95) days at a rate of .0025 of the BA base per day if he/she terminates employment under any of the following circumstances:

1. Voluntary retirement under the provision of the State Retirement Act.
2. Disability retirement under the provisions of the State Retirement Act prior to regular retirement age.

Section C: After twenty (20) years of service as a teacher or an administrator within the Parchment School District, a teacher shall receive \$150.00 for each year of service as a teacher upon severance from the District as a teacher. This provision includes disability; in the event of death, the beneficiary shall receive this pay.

Section D: If, after receiving a payment under this provision, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which he/she is entitled.

Section E: If a teacher loses time due to injury on the job and does not receive workers' compensation, he/she will receive fringe benefits and will be paid (including Schedule "B") by the Board and any loss of time will not be chargeable to sick leave, with a maximum time limit of five (5) working days for any single occurrence. If a teacher receives workers' compensation and has accrued sick leave benefits available, the sick leave shall be paid to the teacher on a proportionate basis so as to make up the difference between his/her regular pay and the workers' compensation benefits received by the teacher until his/her sick leave is exhausted. Sick leave days shall be charged proportionately in such cases.

Section F: When an employee's sick leave benefits have been exhausted, he/she may utilize up to an additional five (5) sick leave days per year, such days to be drawn from a Sick Loan Bank. This loan bank will utilize days in the existing Sick Leave Bank (see below, Section F). Teachers borrowing from the Sick Loan Bank will be expected to repay the days used by contributing the number of days used at the beginning of the next school year, at the rate of one to one for each day used. In cases of resignation or termination, teachers will repay the monetary value of borrowed days at their per diem salary at the time of the use of Sick Loan Bank days.

First through third year teachers with the Parchment School District may utilize Section F.

Section G: Except as restricted below, when an employee's sick leave benefits have been exhausted, and he/she has received an approved absence (per provisions in Article 10 Section E), he/she may utilize up to an additional twelve (12) sick leave days per year, such days to be drawn from a Sick Leave Bank. The Sick Leave Bank shall be maintained as a result of each employee contributing one (1) of their accumulated sick leave days. For each sick leave day contributed, the Sick Leave Bank shall be credited with one (1) day of Sick Leave Bank time. The Employer shall be responsible for the administration of the Sick Leave Bank. The Association shall be provided a written monthly report concerning the use of the Sick Leave Bank.

At any time the Sick Leave Bank is reduced through use to twelve (12) days, each employee shall contribute an additional day, provided, however, that no employee shall be required to contribute more than two (2) days per year. Employees working less than full time shall contribute to and use the bank on a pro-rata basis.

1. A teacher may not draw from the bank prior to the fourth year of employment with the District.
2. Each teacher will contribute one day to the bank beginning with his/her third year of employment.

Section H: The above notwithstanding, an employee may voluntarily contribute sick leave to a PEA Member to be used for critical need. Such contribution, except as otherwise defined below, is entirely independent from and unrelated to the sick leave bank described in Article 9G. Each day contributed shall equate to 1 FULL day for the recipient. The Association shall be responsible for the approval and administration of critical need sick time but agrees to notify the Employer of such use.

First through third year PEA Members with the Parchment School District may apply for and may receive critical need sick leave under this provision.

PEA Members with four or more years in the Parchment School District must exhaust their twelve (12) days from the Sick Leave Bank as described in Article 9F and 9G prior to being considered for critical need sick leave.

ARTICLE 10 - LEAVES OF ABSENCE

Section A: Any teacher whose absence from duty on account of approved reasons as set forth in this Article extends beyond the period compensated under Article 11 shall be granted a leave of absence without pay for a period not to exceed one (1) year to be extended according to law. Leave granted pursuant to this section shall count toward leave to which the teacher may be entitled under the Family and Medical Leave Act (FMLA).

Section B: Leave of absence with pay chargeable against the teacher's Leave Pay shall be granted for the time necessary for attendance at the funeral services of persons whose relationships, at the discretion of the teacher, warrant his/her attendance.

Section C: Leave of absence with pay not chargeable against the teacher's Leave Pay shall be granted for the following reasons (do not use sick leave days):

1. A maximum of five (5) days for the death of a teacher's immediate family. "Immediate family" shall be defined as spouse, partner, son, daughter, son-in-law, daughter-in-law, mother, father, sister, sister-in-law, brother, brother-in-law, step-parent, step-child, parent-in-law, grandparent, grandchild. Immediate family shall also include those persons who maintained common legal residence with the teacher at the time of death and one (1) day for an extended family member other than the above. The district may grant one (1) additional day for the death of other

people who had a significant impact on the teacher's life through a close personal relationship.

2. Two (2) school days per year accumulation to five (5) for the conduct of personal business affairs which cannot normally be handled outside school hours, provided at least twenty-four (24) hours advance notice is given. Except as noted below, no justification shall be required of the teacher; however, such days shall not be taken if, in the teacher's professional judgment, the delivery of instruction to students will be impaired. Unused personal days beyond (5) will convert to accumulated sick days.

The following days require justification and administrative approval:

- Inservice or orientation days.
 - The day immediately preceding or following a holiday or vacation period.
 - The first or last week of school for students.
3. Absence when a teacher is called for jury service on condition that the teacher will give the Board immediate notice of such jury call. Remuneration for jury duty service shall be submitted to the District. If such remuneration includes reimbursement for expenses, the District shall return such amount to the employee.
 4. Court appearance as a witness whenever the teacher is subpoenaed. Remuneration so earned will be deducted from the employee's paycheck except for reimbursed expenses.
 5. One (1) day approved visitation at other schools and, upon request, attendance at administratively approved educational conferences, conventions or Association meetings.
 6. Time lost due to situations covered under Article 13.

Section D: Leaves of absence without pay may be granted to tenure teachers at the discretion of the Board for the following purposes:

1. Study related to the teacher's license field.
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 System.
4. Running for political office.

The regular salary increment occurring during such period shall be allowed upon return.

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

1. The birth or placement for adoption or foster care of a child (up to one year from the date of birth or placement);
2. Because of a serious health condition of a bargaining unit member's spouse, child or parent;
3. Because of the bargaining unit member's own serious health condition.

To be eligible for a leave of absence, the bargaining unit member must meet the eligibility requirements set forth in the FMLA and FMLA regulations.

Where permitted by the FMLA, an employee shall have the option to take FMLA leave on an intermittent or reduced schedule. Where permitted by the FMLA, an employee may choose to substitute paid vacation leave, personal leave and/or sick leave for FMLA unpaid leave.

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

FMLA leaves of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. Limitations found under section 108 of the FMLA--"Special Rules Concerning Employees of Local Educational Agencies"--shall apply. The Board reserves all rights granted to school districts under the FMLA, such as, but not limited to, the right to substitute paid leave for unpaid FMLA leave, to require medical verification of illness, to require a certificate of fitness as a condition for the bargaining unit member's return to work and to require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for bargaining unit members who are married.

If the reason for the FMLA leave is foreseeable, the teacher must provide at least thirty (30) days advance notice of the FMLA leave. All other notice must be provided as soon as it becomes practical.

All other provisions of the FMLA shall apply. This section shall be interpreted consistently with the definitions contained in the FMLA. This section shall not provide employees with any greater rights or benefits than required by the FMLA. Furthermore, the Board reserves all rights granted by the FMLA even if not specifically set forth above.

ARTICLE 11 - PROFESSIONAL REQUIREMENTS

Section A: Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.

ARTICLE 12 - PROTECTION OF TEACHERS

Section A: The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline on the school premises or while chaperoning school-sponsored activities. When it appears to the Board that a particular student requires special attention, the Board will take reasonable steps based upon teacher referral to see that such student is given necessary help.

Section B: Any case of assault upon a teacher arising from his/her teaching duties (within the guidelines established by the Board) shall be promptly reported to the Board's designated representative. Upon request of the teacher, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault.

Section C: If any teacher is complained against or sued by reason of justifiable disciplinary action taken by the teacher against a student, the Board will, upon request of the teacher, provide legal counsel.

Section D: Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention at the discretion of the Board. Notification of the teacher in writing shall be mandatory if a record of a complaint is placed in the teacher's file.

Section E: A teacher shall have the right to submit a written statement or reply regarding any material including complaints and the same shall be attached to the file copy of the material in question. Said written statement or reply shall be submitted to the Superintendent's office no later than ten (10) working days following receipt of the material to be placed in the file. If the action results in a grievance, a new, amended or additional notation may be placed in the file within ten (10) days after the resolution of any grievance resulting from the administration's action.

Section F: To the extent possible, volunteers used in classrooms will be under the direction of the classroom teachers. If there is a disagreement with respect to the placement or duties of the volunteers, the teacher, volunteer, and the building administrator will meet to resolve the problem. If the teacher is not satisfied with the administrative decision, the teacher may pursue the grievance procedure up to the School Board level.

ARTICLE 13 - GRIEVANCE PROCEDURE

It is the objective of the parties to resolve disputes at the earliest possible time through normal administrative procedures. Accordingly, an Employee grievance shall not be deemed to exist until such Employee has discussed the subject matter of the possible grievance with the supervisor designated by the Employer. Such discussion must take place either no later than ten (10) *teacher work* days after the event which the employee alleges gave rise to the possible grievance or no later than ten (10) *teacher work* days after the Employee had or should reasonably have had knowledge of the event. The Employee shall inform the supervisor that the discussion relates to an alleged contract violation and that the potential for a subsequent grievance exists. The immediate supervisor shall be afforded up to five (5) *teacher work* days after the discussion to resolve the Employee's complaint.

Step I

If the complaint is unresolved by the disposition of the supervisor, the Employee must, within ten (10) *teacher work* days of the response of the immediate supervisor, but no later than twenty (20) *teacher work* days following the event, file a written grievance with the supervisor on the form appended to this Agreement. At a minimum, the grievance must contain the section(s) of the contract allegedly violated, the remedy sought, and the signature of the grievant. The supervisor shall respond in writing within five (5) *teacher work* days and return the form to the grievant.

Step II

If the grievance is unresolved by the disposition at Step I, the grievant must, within five (5) *teacher work* days of the response in Step I, advance the grievance to the Superintendent or his designee. At the request of the Employee the Superintendent or his designee will schedule a formal conference with the grievant and/or union representatives in an attempt to resolve the dispute. Within five (5) *teacher work* days following such conference, or within five (5) *teacher work* days following receipt of the grievance, if no conference is requested, the Superintendent or his designee shall respond in writing and return the form to the grievant.

Step III

If the grievance is unresolved by the disposition at Step II, the grievant must, within five (5) *teacher work* days from the response at Step II, advance the grievance to Step III by filing the grievance form with the office of the Superintendent. At the time of such filing the grievant shall elect to process the grievance by means of either A or B below.

- A. Within ten (10) *teacher work* days following such filing, the grievance committee of the Board of Education shall meet with the grievant and, at his or her discretion union representatives, in an attempt to resolve the dispute. Within five (5) *teacher work* days following such conference, the Board shall respond in writing and return the form to the grievant.
- B. The grievance shall be submitted to a mediator appointed by the state mediation service. If the Employer and the grievant are unable to reach an amicable settlement within five (5) *teacher work* days of a mediation hearing, unless extended by mutual agreement, proceedings pursuant to Step III shall be terminated.

Step IV

If the grievance is unresolved by the disposition at Step III, the Association may, within fifteen (15) *teacher work* days from the response at Step III A, or within twenty (20) days following the mediation hearing at Step III B, advance the grievance to arbitration by filing the grievance form with the office of the Superintendent. The following protocol shall apply:

- A. An arbitrator may, within fifteen (15) *teacher work* days of filing be appointed by mutual agreement of the parties.
- B. In the event the parties do not agree to an arbitrator, the grievance shall be submitted to the American Arbitration Association.
- C. The decision of the Arbitrator shall be final and binding, provided that, within ten (10) *teacher work* days following receipt of the award, neither party applies to a court of competent jurisdiction for determination of the grievance de novo.

- D. Fees charged by the Arbitrator and/or the Arbitrator's organization (if applicable) shall be shared equally by the parties unless the Arbitrator for cause shall determine otherwise. Each party shall be responsible for its own costs.

Power of the Arbitrator

1. The Arbitrator shall have no power to vary from the terms of this Agreement or to determine that any provision is contrary to any constitution, statute or regulation, it being expressly understood that such determination shall be made by the appropriate court of law. The Arbitrator's decision must be drawn from the essence of the Agreement rather than on his or her personal idea of equity.
2. No evidence shall be introduced during the Arbitration Hearing which has not been disclosed to the other party at least five (5) *teacher work* days prior to the hearing.
3. The Arbitrator shall have no power to rule on disputes pending before any administrative tribunal, agency, or court of law.

Miscellaneous Provisions

- A. The parties agree that timelines are of the essence, and they therefore shall be strictly followed unless mutually extended by the parties.
- B. Any grievance or request for advancement to the next step which is not made within the prescribed time shall be considered withdrawn and any further proceedings shall automatically terminate. Failure by the administration to respond at any step within the timeline shall be deemed a denial of the grievance.
- C. The parties may agree to waive certain steps of the grievance procedure.

ARTICLE 14 - CURRICULUM

Section A: The teachers recognize their responsibility to review and recommend curriculum revisions and textbook selections and the Board recognizes its responsibility to act upon such recommendations and give a written reply. Curriculum revisions and textbook selections which are submitted prior to April 1 will receive a written reply by the end of the school year.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

Section A: Copies of this Agreement shall be duplicated by other means than ditto at the expense of the Board for presentation to teachers employed by the Board.

Section B: If any provision of this Agreement or any application of the Agreement to the Board, the Association, or teachers shall be determined by a Court of competent jurisdiction to be contrary to law, then the provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect. If any subsequent court or legislative action shall reverse a previous ruling, the latter shall prevail.

Section C: Aside from a tuberculosis test or X-ray, the Board will pay for any medical, psychological or psychiatric examinations requested by the Board.

Section D: Each teacher shall have the right upon reasonable request to review the content of his/her own personnel file as maintained in the Superintendent's office. An Association representative may be requested by the teacher to accompany him/her in such review.

Section E: Before the District enters into an agreement with other school districts for the purpose of establishing consortia or shared-time programs in K-12 education that would be administered by the District, the District will consult with the Association to establish an agreement regarding wages, hours, and working conditions for affected employees.

Section F: Wherever applicable in this Master Agreement, the term "working days" or "work days" shall be defined as regularly scheduled teacher work days during the school year and days that school is in session.

ARTICLE 16 - PROFESSIONAL COMPENSATION

Section A: The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Any voluntary extra duty assignments not included in Schedule B shall receive compensation as established by the Board at the time the activity is approved after consultation and agreement with the Association. Appearance of certain jobs on the extra-pay schedule does not make their existence mandatory.

Section B: The teacher shall notify the Board three (3) weeks prior to the first payroll date of the school year whether the teacher wishes to receive his/her salary prorated on a ten (10) month basis or prorated on a twelve (12) month basis.

Section C: A teacher assigned to an extra class on a regular basis during their assigned preparation/planning period will be paid the appropriate proportional compensation based on their total teaching contract in an additional extra contract.

Section D: Salary accruals disbursed during July and August are based upon the salary schedule of the previous fiscal year.

Section E: Outside experience credit may be given at the discretion of the Board when a teacher is initially hired. Commencing July 1, 1996, credit for outside experience shall be given to any teacher who was given less than full credit at the time of initial hiring. An eligible teacher must request said credit in writing. Credit shall be given according to the following schedule: One year of credit shall be given after the completion of each five (5) full years of teaching experience in Parchment. No teacher shall be credited with more than five (5) years outside experience after initial hire.

Section F: A teacher who is dismissed or transferred from an extra-pay position may file a grievance; however, the grievance may not proceed past Step 2 of the grievance procedure. No

such dismissal or transfer shall be made without just cause. Should a teacher be unable to fulfill a Schedule B position for whatever reason, including termination, said teacher shall be compensated proportionately to the contracted amount.

Section G: Substitute teachers:

1. Substitute teachers are to be hired for all absent teachers, except as in Article 8, Section J.
2. Members of the teaching staff who are asked to substitute for other teachers are to receive \$45.00 per hour (prorated accordingly for longer class periods) provided in so doing they give up time that is normally unassigned.
3. Part-time members of the teaching staff who are asked to substitute outside their normally scheduled workday will receive \$45.00 for their first hour of teaching per day, and \$17.09 for each subsequent hour per day.
4. Retirees may elect to provide substitute teacher services to the District in the areas of their qualifications. Substitute pay for teachers in the early retirement program shall be .003 of the BA base per day or the same as the board approved amounts under Substitute Teachers Long Term and Substitute Teachers - per day, whichever is more.

Section H: If a coach, currently employed by the Board, is transferred from one level of coaching to another in the same activity (all athletic coaching is considered one activity) he/she is to be credited with his/her years of service in that activity. A head coach in any activity shall receive no less extra duty pay in that sport than any of his/her assistants.

Section I: As of August 31, 2012 all teachers on the MA + 30 pay scale during the 2011/2012 school year and prior years will remain on that salary scale. From September 1, 2012 and forward, members will not be granted MA + 30 pay regardless of their reaching continuing education beyond 30 + hours.

Section J: The Board agrees to reimburse teachers for administratively approved graduate coursework up to 50% or \$175 per semester hour, whichever is less, that is successfully completed after the Masters Degree has been earned. Successful completion shall be interpreted as a 2.5 or better, or its equivalent on a 4.0 scale, or a "pass" grade for a class graded on a pass/failure basis. The reimbursement amount will be determined at the contractual rate in effect coincident with commencement of the first scheduled day of the class and an annual maximum of 12 semester hours per contract year also coincident with the commencement of the first scheduled day of class.

Section K: Teachers required to participate in overnight trips that are adopted as a required component of the curriculum shall be paid an additional \$41.74 per night not to exceed five nights in any school year.

Section L: Any non-degree teacher hired by the Board shall not receive a salary higher than Step One on the Bachelor Degree Schedule.

Section M: Retirees must agree not to file for unemployment benefits from the School District.

Section N: A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position at the beginning of the next school year will be paid according to a reduced annual salary rate, such that 90% of his/her unemployment compensation plus the reduced annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

1. The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the employee would have received had he/she been employed the entire school year.
2. The District will ensure that no teacher subject to the provisions of this Section shall incur increased tax liability as a result of the enforcement of this section.

Section O: Merit Pay

- The Board will establish Board Policy regarding Merit Pay as required by law.

ARTICLE 17 - INSURANCE

Subject to the provisions hereinafter set forth, and contingent upon written notice to the Board including the submission of properly executed forms, each teacher shall have the right to select one of the following plans, namely:

MESSA-PAK Plan A - For employees needing health insurance the Board agrees to pay on behalf of each full-time teacher the following premium payments for MESSA PAK A coverage per month up to the following for the purchase of the following MESSA PAK benefits for a full 12-month period for the teacher and his/her family:

MESSA Choices II, or MESSA ABC Plan I

Long Term Disability 66 2/3 %

\$3,000 per mo. Maximum

90 calendar days – modified fill

Freeze on offsets

Alcoholism/drug addiction and mental/nervous – same as any other illness

Delta Dental (100/90/90: \$2500 ;/90: \$4000 lifetime Max; two cleanings per year; Sealants – Yes; No adult ortho)

Negotiated Life \$30,000 AD & D

Vision VSP III Plus – Platinum

Calendar Year: 2021 Only. Previous hard caps in 2022.

MESSA Choices II RX Saver		3 Tier
Self	\$ 658.36	\$ 654.24
2 Person	\$1,355.47	\$1,353.64
Full Family	\$1,811.50	\$1,800.00

MESSA HSA RX Saver		3 Tier
Self	\$ 651.07	\$ 647.38
2 Person	\$1,327.14	\$1,318.84
Full Family	\$1,725.96	\$1,715.63

100% ancillary benefits applied to all options above.

MESSA-PAK Plan B - For employees not needing health insurance the Board agrees to pay on behalf of each full-time teacher the following premium payments for MESSA PAK B coverage per month up to the following:

Delta Dental	(100/90/90: \$2500; /90: \$4000 lifetime Max; two cleanings per year; Sealants – Yes; No adult ortho)
Negotiated Life	\$40,000 AD & D
Vision VSP III Plus - Platinum	
Long Term Disability 66 2/3 %	
	\$3,000 per mo. Maximum
	90 calendar days – modified fill
	Freeze on offsets
	Alcoholism/drug addiction and mental/nervous – same as any other illness

100% ancillary benefits applied to all options above.

In addition, the Board agrees to contribute \$416.66 per month (**\$5,000/year**) (if **three (3) current MESSA Plan A members switch to Plan B**) as cash-in-lieu for each full-time teacher electing MESSA Plan B. If three (3) current MESSA Plan A members do not switch, the Board agrees to contribute \$260 per month (\$3,120/year)

The Board agrees to provide a pro rata contribution to part-time teachers electing MESSA-PAK Plan A or B in proportion to the number of hours employed per week.

Plan C - The Board agrees to provide a pro rata contribution to part-time teachers not electing MESSA-PAK Plans A or B to purchase MESSA Choices II health insurance – self only. The Board's contribution of \$534.62 is based on their part-time proportion up to a maximum of 80% or State Law, whichever is less.

Teachers shall be responsible for all premium amounts in excess of the Board's premium contributions as designated in this article. All teacher premium contributions will be payroll deducted.

The aforesaid insurance benefits shall be subject to the following limitations and conditions, namely:

1. **Husband and Wife Coverage.** If a husband and wife are both employed by the Board, one spouse may elect MESSA-PAK Plan A and the other may elect MESSA-PAK Plan B.
2. **Duration of Coverage.** If a teacher provides professional services for the entire school year, the Board's insurance contribution shall extend for

SCHEDULE A

Base: \$38,000

PEA SALARY 2021-2023

Level	BA	MA	MA+
1	38,000	42,000	46,000
2	39,000	43,000	47,300
3	40,000	44,000	48,600
4	43,000	45,000	49,900
5	44,000	48,000	51,200
6	46,000	50,000	52,500
7	48,000	52,000	53,800
8	50,000	54,000	55,100
9	52,000	57,000	56,400
10	53,000	59,000	57,700
11	54,000	61,000	59,000
12	56,000	63,000	60,300
13	58,000	64,000	61,600
14	60,000	66,000	62,900
15	61,500	68,500	64,200
16	63,000	69,500	65,500
17	64,000	70,000	66,800
18	64,500	70,500	68,100
19	65,000	71,500	69,400
20	66,000	72,000	70,700
21	67,500	72,500	72,000
22	68,000	73,000	73,300
23	69,000	73,500	74,600
24	70,000	74,000	75,900
25	70,500	75,000	76,800

Only those teachers who were already on the MA +30 lane at the end of the 2011-2012 school year can remain on this MA + 30 scale into the future.

No other current or new employees on June 30, 2013 will have the MA + 30 lane available to them.

- School Year 2021-2022
 - Hired 2019 or 2020 move across (ex. BA 2 \$36,510 to BA 2 \$39,000)
 - Hired before 2019 move across and up 1 step (ex. BA 2 \$36,510 to BA 3 \$40,000)
- School Year 2022-2023
 - Move 1 level
 - Longevity – 26-28 \$1,500
 - Longevity 29+ \$2,000

- \$3,000 minimum raise at end of contract (June 2023). Any teacher below \$3,000 will be paid the difference in June 2023.

SCHEDULE A - (Continued)

Schedule A – Off schedule stipends:

- .40% of base salary if the student count is ≥ 10 more than budgeted
- .60% of base salary if the student count is ≥ 15 more than budgeted
- .80% of base salary if the student count is ≥ 20 more than budgeted to be paid out on the last payroll of December of each year.

SCHEDULE B - EXTRA PAY SCHEDULE

\$38,000 base rate

Base	38,000									
I. Athletic Coaching										
Group 1: Head Football, Head Basketball, Head Wrestling:										
	11.5%	4,370	12.5%	4,750	13.5%	5,130	14.5%	5,510	15.5%	5,890
Group 2: Head Baseball, Head Track, Head Competitive Cheer, Head Softball, Head Volleyball, Head Tennis, Assistant Athletic Director, Assistant Basketball ² , Assistant Football ³ , Head Soccer:										
	8.5%	3,230	9.5%	3,610	10.5%	3,990	11.5%	4,370	12.5%	4,750
Group 3: Head Golf, Head Cross Country (the coach currently employed in this position shall be grand parented at the Group 2 rate), Assistant Track (Reserve), Assistant Baseball (Reserve), Assistant Wrestling, Assistant Softball, Assistant Gymnastics, Assistant Soccer, Assistant Volleyball:										
	6.5%	2,470	7.5%	2,850	8.5%	3,230	9.5%	3,610	10.5%	3,990
Group 4: Middle School:										
Basketball	6.2%	2,356	7.0%	2,660	7.7%	2,926	8.4%	3,192	9.2%	3,496
Track	4.8%	1,824	5.5%	2,090	6.2%	2,356	7.0%	2,660	7.7%	2,926
Volleyball	4.0%	1,520	4.6%	1,748	5.2%	1,976	5.8%	2,204	6.5%	2,470
II. Fine Arts Coaching										
Dramatics: High School ⁴ , Middle School ⁵ :					2.50%	950				
High School ⁶					4.0%	1,520	5.0%	1,900	6.0%	2,280

Music: High School Band:	4.0%	1,520	5.0%	1,900	6.0%	2,280
Middle School Band, Middle School Chorus, Elementary Choir:						
	2.0%	760	2.5%	950	3.0%	1,140
Debate:	3.0%	1,140	4.0%	1,520	5.0%	1,900
Forensics:	2.0%	760	3.0%	1,140	4.0%	1,520
High School Musical: Full Responsibility:	7.0%	2,660	8.0%	3,040	9.0%	3,420
Shared Responsibility:	6.5%	2,470	7.5%	2,850	8.5%	3,230
Assistant:	2.50%	950				
III. Curriculum Specialists:						
	7.0%	2,660	8.0%	3,040	9.0%	3,420
			10.0%	3,800	11.0%	4,180
IV. Supervisory (Flat Rate)						
Cheerleading: Head Coach, High School (2 seasons):			2,999			
Assistant Coach, High School (2 seasons):			2,082			
Assistant Coach, Middle School:			1,441			
High School Pep Club Advisor (2 seasons):			3,000			
Newspaper:			2,769			
High School:			1,960			
Middle School:			690			
Elementary (per bldg):						
Student Council:						
High School:			4,093			
Middle School:			2,555			
Elementary (per bldg):			690			
Yearbook						
High School:			3,461			

Middle School:	1,557
Safety Patrol:	921
Quiz Bowl:	206
Honor Society:	1,000
Bus Coordinator:	1,156
Technology Coordinator (If not part of regular teaching assignment):	
Secondary (per bldg):	2,334
Elementary (per bldg):	1,712
Mentor Teachers:	436
PLC Leaders	632
V. Items paid on an hourly basis:	
Playground Supervision, Lunchroom Supervision, Parking Lot Supervision, Intramurals, Industrial Arts (Administratively approved maintenance), Saturday Detention:	45.00
Driver Training (Road):	29.95
Co-op (summer), Summer Library:	25.48
Summer Committee Work:	24.30
Summer School Classroom Instruction (Regular Curriculum Subjects only) Driver Training (classroom) and summer Band Director:	30.54

¹ No longer Valid

² Reserve, 9th grade

³Varsity, reserve, 9th grade

⁴Each set of three one-act plays

⁵Two one-act plays

⁶Each three-act play

⁷If more than one person is involved, the amount will be divided

Union: _____

GRIEVANCE REPORT FORM

Building _____

Assignment _____

Name of Grievant _____

Pre Grievance Resolution Information
(to be completed by grievant)

A conference was held on _____ to discuss a possible infraction of the Master Agreement. Present were _____

As a consequence of the conference, a grievance is hereby filed for formal processing.

Date of Filing _____

Date cause of grievance occurred _____

Signature of grievant _____

STEP I - Immediate Supervisor

Statement of grievance: _____

Section(s) of the contract allegedly violated: _____

Relief sought: _____

Response of immediate supervisor: _____

Signature of immediate supervisor Date

Advance the grievance to STEP II (check box if a conference is requested):

Signature of Grievant Date

STEP II - Superintendent or Designee

Response of Superintendent or Designee: _____

Date of Conference
(If requested)

Date of response

Signature of Superintendent or Designee

Advance the grievance to STEP IIIA (Board of Education or its Committee) :

OR

Advance the grievance to STEP IIIB (Mediation):

Signature of grievant

Date

STEP IIIA - Board of Education (Committee)

Board of Education (Committee) response: _____

Date of Meeting

Signature of Board of Education
Representative

Date

Advance the Grievance to STEP IV - Arbitration

Signature of Association

Date

Calendar – The Parties will meet no later than April 1, 2022 to negotiate and agree on the 2022-2023 school calendar.

2021-2022 Calendar

PARCHMENT SCHOOL DISTRICT 2021-2022

JULY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August
 20 New Teacher Orientation
 23-26 Professional Development
 27 H.S. Teacher Workday – ½ Day
 30 First Day of School – ½ Day

September
 3 No School
 6 No School – Labor Day

October
 29 ½ Day Students / ½ Day Teacher PD

November
 19 K-5 No School
 22 K-5 - Half Day
 M.S. – Full Day
 H.S. – Half Day
 23 M.S. – No School
 24-26 No School – Thanksgiving Break
 29 Start of 2nd Trimester

December
 20-31 No School – Winter Break

January
 3 School Resumes
 17 No School – Staff PD/Service Day
 21 H.S. – No School

February
 25-28 No School - Mid-Winter Break

March
 4 K-5 ½ Day
 10-11 K-5 ½ Day
 14 Start of 3rd Trimester
 25 No School
 28-31 No School - Spring Break

April
 1 No School - Spring Break

May
 30 No School – Memorial Day

June
 9 H.S. Graduation
 H.S. ½ Day - Exams
 10 Last Day of School – ½ Day

	First/Last Day of School
	No School
	Professional Development
	Varies by Building
	Conferences

JANUARY						
S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

twelve (12) calendar months for the period beginning September 1 and terminating August 31. If a teacher provides professional services for less than a full school year, the Board's insurance contributions shall be reduced pro rata.

ARTICLE 18 - SUBSTANCE ABUSE

All staff and students deserve an environment that is safe and free from the dangers of drugs, alcohol, or other intoxicating substances. All school district employees and students will suffer the effects of a teacher whose work performance and attendance are below acceptable standards due to drug and alcohol use. Accordingly, it is agreed as follows:

Section A: If it is determined that a teacher's job performance has declined, and the Board has reasonable suspicion that such decline is attributable to or related to drug or alcohol use, the teacher may be required to submit to drug or alcohol screening at Board expense. The school district shall treat such teacher as any other teacher with a health problem. When a drug or alcohol problem is identified, the school district will attempt to help the teacher correct the problem.

ARTICLE 19 – EMERGENCY MANAGER

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

(Note: Inclusion of this language is required by Section 15(7) of the Public Employment Relations Act.)


ARTICLE 20 - DURATION OF AGREEMENT


This Agreement shall be effective as of July 1, 2021, and shall continue in effect until June 30, 2023. However, either party may elect to reopen the contract for the purpose of negotiating changes to Article 18 (Insurance) by providing the other party with thirty (30) days advance notice of its desire to negotiate changes. The Agreement may be extended for periods beyond June 30, 2023 by a written document duly executed by both parties, but not in any other manner.

IN WITNESS WHEREOF, the parties have hereto set their hands this 12 day of October

PARCHMENT SCHOOL DISTRICT

KALAMAZOO COUNTY EDUCATION
ASSOCIATION

By: 
Chris Rice
Superintendent

By: 
Kimberly Palms
PEA President