

MASTER AGREEMENT

BETWEEN

PEA/MEA/NEA

AND

PITTSFORD AREA SCHOOLS BOARD OF EDUCATION  
PITTSFORD, MICHIGAN

August 25, 2024 through August 24, 2025

## TABLE OF CONTENTS

AGREEMENT and WITNESSETH	3
ARTICLE 1 – RECOGNITION -	3
ARTICLE 2 - TEACHER RIGHTS -	3
ARTICLE 3 - ASSOCIATION RIGHTS, MEMBERSHIP DUES -	4
ARTICLE 4 - VACANCIES, PROMOTIONS, TRANSFERS -	5
ARTICLE 5 - NEGOTIATION PROCEDURES -	6
ARTICLE 6 - WORKING CONDITIONS -	7
ARTICLE 7 - LEAVES OF ABSENCE -	10
ARTICLE 8 - PROFESSIONAL COMPENSATION –	13
ARTICLE 9- GRIEVANCE PROCEDURE -	21
ARTICLE 10 - CURRICULUM COUNCIL -	25
ARTICLE 11 - LIAISON COMMITTEE -	26
ARTICLE 12 - STUDENT DISCIPLINE and TEACHER PROTECTION -	26
ARTICLE 13 - PROFESSIONAL BEHAVIOR and IMPROVEMENT -	26
ARTICLE 14 - MANAGEMENT RIGHTS CLAUSE -	27
ARTICLE 15 – SEVERABILITY -	28
ARTICLE 16 – DURATION -	28
APPENDIX A - SALARY SCHEDULE -	29
APPENDIX B - ATHLETIC COMPENSATION -	30
APPENDIX C - EXTRA DUTIES -	31
APPENDIX D - GRIEVANCE REPORT FORM -	32
CALENDAR	34

This Agreement entered into by and between the Pittsford Area School District, Pittsford, Michigan, hereinafter called the "Board and the Pittsford Education Associations/MEA/NEA hereinafter called the "Association."

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. Any amendment of agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

WITNESSETH

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

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its personnel with respect to hours,

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

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all full-time and regularly employed part-time certified teaching personnel employed by Pittsford Area Schools excluding there from supervisors, such as, but not necessarily limited to, the superintendent, principals, assistant principals, substitute teachers and all other employees.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. Definitions
  - 1. The term "teacher" when used hereafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, unless otherwise indicated.
  - 2. The term "Board" shall include authorized officers, representatives, and agents. Despite reference herein to "Board" and "Association" as such, each reserves the right to act hereunder by committee, individual member, or designated representative.

ARTICLE 2

TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, as amended in 2023, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act that it will not discriminate against any teacher with respect to hours, wages, and working conditions of employment by reason of his/her participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment subject to the master contract.

- B. Nothing contained within this contract shall be construed to deny or to restrict any teacher rights he/she may have under state or federal law.
- C. Teachers shall go online to [www.redroverk12.com](http://www.redroverk12.com) or to the school website and click on the Red Rover substitute link under staff resources to report unavailability to work. Staff will receive training each year on the use of the system. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Staff is to report unavailability as soon as possible. Should a situation arise after 7:30 in the morning, they are to contact their building secretary.
- D. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for teachers' use as and one (1) room appropriately furnished which shall be reserved for use as a faculty workroom and/or lounge.

### ARTICLE 3

#### ASSOCIATION RIGHTS, MEMBERSHIP DUES

- A. The Association, as the exclusive bargaining representative of the teachers, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan Statutes now or hereafter enacted, except as expressly limited by terms of the Agreement.
- B. The Association and its representatives shall have the right to use school buildings on school days at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge thereof. No charge shall be made for use of schoolrooms before the commencement of the school day, or after the school day up until 9:00 p.m.
- C. The Pittsford Education Association shall have the right to use school facilities and equipment, including computers, and duplicating equipment, calculating machines, and all types of audio-visual equipment before and after normal school hours, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use. Duly authorized representatives of the Association shall notify an appropriate school administrator of their presence at all times. They shall be permitted to transact official Association business on school property before and after school hours.
- D. In response to PA236 the Board agrees to furnish to the Association information concerning the financial resources of the district, adopted budgets and such other public information as required by PA 236. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it.
- E. Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the Association of that fact prior to the reaching of a final decision with respect thereto and will give the Association the opportunity to meet with either the Financial Committee of the Board or other such representative as the Board may select to discuss the Board's contemplated request for any millage increase and its expected allocation thereof.
- F. The Board shall also make payroll deductions upon written authorization from teachers for annuities, credit union, savings bonds, charitable donations, or other plans or programs jointly approved by the Association and the Board.

- G. The parties agree that every bargaining unit member will be required each school year to sign an individual contract of employment as provided in Section 1231 of the Michigan School Code and that every contract shall contain the following:

"This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the Association. The terms of said collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Article 3 F, thereof."

- H. A teacher engaged during the school day in negotiations on behalf of the association, with a representative of the Board or participation in any grievance procedure, shall be released from regular duties without the loss of salary. Such teachers are not excused from regular duties until a qualified substitute can be secured.
- I. Recognizing the need for good communication between the Board, Administration, and Association, designated representatives will hold bi-monthly meetings to discuss items of concern to either party. Special meetings may be called by either party if the need arises. Meetings may be canceled by mutual agreement.
- J. The Association will be given an opportunity to assist in the development and /or revision of Board Policy.

#### ARTICLE 4

##### VACANCIES, PROMOTIONS, TRANSFERS

- A. Whenever any vacancy in a teaching, supervisory or extra duty position that amounts to more than \$200.00 shall occur, the Board will post the vacancy, including a general statement of the qualifications required, and will give written notice of such vacancy to the Association. During the months of June, July, and August when school is not in session, notice of vacancies shall be included in the paychecks of employees, as they are known. No vacancy will be filled except on a temporary basis, within five (5) working days from the date of notice.
- B. Appointments will be made about placement, lay-off and recall based on the Revised School Code Section 1249 and will be made without regard to race, creed, color, religion, national origin, sex or marital status without infraction of existing laws.
- C. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy of which shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. The Board shall renew such requests once each year to assure active consideration.

## ARTICLE 5

### NEGOTIATION PROCEDURES

- A. The terms and conditions of employment in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties, which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters is provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Not later than July 1, the Board agrees to negotiate with the Association over a possible Successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Such negotiation will include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While the Association and the Board shall execute no final agreement without ratification, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE 6

WORKING CONDITIONS

A. The parties recognize the optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should not exceed the following optimal standards for secondary grades and for elementary grades the Board of Education will make every effort using past practice of:

<u>1. Elementary</u>	<u>Maximum</u>
Kindergarten	25
First/Second Grade	25
Third-Sixth Grade	25
Split Room	25

Elementary class size overload components will be at the above stated Maximum levels. Elementary "Special" classes shall not have class sizes, which exceed the limits stated above without compensation.

<u>2. Secondary</u>	<u>Maximum</u>
English	32
Social Studies	32
Business Education	32
Mathematics	32
Science	30
Languages	30
Speech	30
Drafting	25 (Working stations available)
Band	40
Art	30
Physical Education Health	40
Specialized Classes	Working stations available

If class size exceeds the maximums, the teacher and/or principal involved will call the situation to the attention of the Association. The matter will be taken to the Liaison Committee to determine guidelines for solution. The situation may be resolved by use of a qualified teacher aide, or a rate of \$40.00 per student, per semester. The teacher prior to the first pupil count date shall make the choice.

B. Teaching Hours:

1. The normal weekly teaching load in the junior and senior high schools will not exceed twenty-five (25) teaching periods for a six (6) period day and five (5) preparation periods (equivalent to the standard class time) free of other duties without teacher permission. Assignment to a supervised study period shall be considered a teaching period for purpose of this Article. All teachers from 7:55 a.m. – 2:45 p.m. (Instructional Time) will be granted a thirty (30) minute duty free lunch along with a sixty (60) minute prep time for a total of ninety (90) minutes per day. The total amount of lunch and prep time per week will be four hundred fifty (450) minutes.
  - a. Teachers in grades K-6 shall remain with students in a supervisory capacity while students are in the cafeteria for one (1) week of school.
2. When special teachers are absent, the administration will make an effort to hire a substitute teacher. Frequent departure from these norms may be resolved through the Liaison Committee.
3. Elementary recess can be used to fulfill contact hours in the Elementary when needed.
4. The parties agree that staff meetings are a necessary part of the efficient operation of the school district. Therefore, to allow teachers adequate time to plan and perform professional and personal responsibilities without undue conflict, it is agreed that teachers will be notified forty-eight (48) hours in advance of a meeting called by the administration except in cases of emergency. In the event forty-eight (48) hour notification is not provided, attendance shall not be required. Not to exceed two faculty meetings per month.
5. The normal workday for full-time teachers will be 7:45 a.m. to 3:00 p.m. Any changes to the workday outside of the Master Agreement will be negotiated prior to implementation.
6. On full days of instruction, K - 12 teachers will be in their classrooms at 7:50 a.m.
7. Teachers shall be permitted to leave the premises at the same time the students are dismissed on Fridays, on the day preceding holidays, and on days when students are dismissed early and teachers have to report back to work such as Parent-Teacher Conferences, In-Service Days, Open-House Programs, and Extra Duties Assignments.
8. Principals will exercise their discretion regarding requests from teachers to leave the building during established work hours.
9. Teachers who are absent for more than ninety minutes (or 1 ½ hour) during scheduled work day will be required to take ½ day of sick or personnel leave time unless approved by the administration.

C. Qualifications and Assignments:

1. All decisions regarding assignments will follow the Revised School Code Section 1249a. The following process will be used when determining changes in teaching assignments. Certification and qualification will be considered first, followed by evaluation. If these criteria are the same for each teacher, the tie breaker will be based on one of the following, in no particular order.
  - a. Recency of relevant and comparable teaching assignments.
  - b. Disciplinary record, if any
  - c. Seniority
  - d. Punctuality and habitual use of unpaid days not protected by FMLA, ADA or other State or Federal law.
2. Teachers who will be affected by a change in grade assignments in the elementary school grades and by subject assignments in the secondary school grades will be notified by the building principal prior to July 15, Later changes, necessitated by emergency, will be reduced to writing and forwarded to the affected teacher prior to the finalization of the change.
3. Any assignment outside the normal teaching day shall be with the consent of the teacher except in case of emergency. Preference in making such assignments will be given to teachers regularly employed in the district.

4. Supervision by a teacher of a student teacher shall be voluntary and done by a tenured/master teacher. Furthermore, no teacher shall supervise more than one (1) student teacher.
5. The administration will make every effort to assign MS/HS school teachers no more than four (4) different classes per day. If this is not possible, the administration will inform the teacher or teacher's being affected and explain the reasons and needs of the district. Any teacher with more than 4 different classes shall receive \$1,000 in additional salary.
6. It is the responsibility of each individual teacher, as well as the Board to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:
  - a. Careful daily preparation.
  - b. Attendance at staff meetings.
  - c. Participation in scheduled after school parent or student conferences and other specified school sponsored activities where the participation of the total building staff is necessary for the success of the activity.
  - d. Teachers shall not leave a class unattended, and shall be responsible for the supervision of students' conduct on the school grounds as well as in school building.
  - e. A teacher shall ensure that all sides of a controversial issue are presented equally, and that the topic and material used will be appropriate to the maturity level and intellectual ability of the students. Teachers shall be responsible for creating and maintaining conditions conducive to learning.
  - f. In case of absence, lesson plans shall be available for the substitute teacher.
  - g. Extra duty obligation should not interfere with, or involve time, which is assigned for regular schedule of work except as approved by building principal.
  - h. No teacher shall delegate assigned tasks to unqualified personnel unless supervised.
  - i. This is not meant to be inclusive or limited.
7. Every effort will be made to assign split classes on a consent basis. In the event no consent can be reached, the administration reserves the right to assign the class. Any teacher assigned to a split classroom shall receive \$1,000 in additional salary.

D. Supplies and Materials:

1. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein all texts, which are requested by the teachers of that school.
2. The Board agrees to make available in each school, duplicating, and copying facilities.
3. The Board shall provide:
  - a. A separate desk for each teacher in the district with a drawer space: future desk purchases will have a lockable drawer.
  - b. At least one (1) four-drawer cabinet.
  - c. Closet space for each teacher to store coats, overshoes, and personal articles in his room.
  - d. Desk copy, for each teacher's use, of all texts used in each of the courses he/she is to teach.
  - e. Storage space in each classroom for instructional materials.
  - f. Attendance books, paper, pencils, pens, chalk, erasers, staples, and paper stapler, and other such material required in daily teaching responsibilities shall be supplied to the teacher.
  - g. Chalkboard/whiteboard space in every classroom.
  - h. Computers with passwords and virus protection.

E. Least Restrictive Environment

1. The district agrees to advise the Association of current and prospective planning activities relating to implementation of the least restrictive environment (LRE) concept in the district. The district will consult with the Association regarding such activities and plans prior to adopting a formal position respecting LRE. Prior to implementation of such activities or plans the Association shall be provided the opportunity to review program operations and to make recommendations.
2. To facilitate this process of consultation, the district agrees to meet monthly, upon request of either party, with authorized Association representatives to review current and anticipated LRE programming. The procedures specified herein should neither expressly nor by implication be deemed to be a waiver of the Association's or district's rights under the Public Employment Relations Act or other statutory authority. If during the term of this agreement LRE activities or plans (including inclusive education) are to be implemented in the District, the parties agree to negotiate over the impact upon wages, hours and working conditions, to the extent required by law.
3. Except in cases of emergency, teachers are not expected to perform routine scheduled maintenance of a student's medical appliance or to render assistance with bodily functions related to such student's impaired condition. The Board will identify the person(s) responsible for providing such services prior to the beginning of instructional services.
4. It is the responsibility of the teacher to implement the student's individualized educational plan. Furthermore, every general education teacher shall be provided a copy of the IEP legally required adjustments.

F. Miscellaneous:

1. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
2. Teachers shall not be required to work under unsafe or hazardous conditions.
3. Off street parking facilities shall be provided and maintained for teacher's use during the school day.
4. Classrooms and the teachers' lounge shall be cleaned regularly.
5. When an administrator leaves the building, an individual should be designated to handle emergencies.

ARTICLE 7

LEAVES OF ABSENCE

A. Sick Days:

1. At the beginning of each school year, each teacher shall be credited with ten (10) sick days and three (3) personal business days. The business office will roll over the unused sick days and unused personal days to their accumulating sick day bank up to 140 days. After accumulating one hundred (100) sick days teachers are eligible to receive an attendance incentive of \$650.00. In order for teachers to receive this incentive they must use 2 sick days or less in any given year with an accumulated sick day bank of at least 100 days. Sick leave may be utilized for personal illness, personal injury, and illness or death in the teacher's immediate family. Immediate family is defined as: spouse, children or stepchildren, parents or stepparents, brothers or stepbrothers, sisters or stepsisters, grandparents or grandchildren, parents-in-law, and daughters- or sons-in-law, brothers-in-law and sisters-in-law of the teacher or spouse, and an individual living with the teacher on a noncommercial basis. Should a teacher meet any of the allowable uses under Family Medical Leave Act (FMLA) they will be charged the day against their sick day bank, but retain the money. All unused sick days shall be noted on each paycheck. Sick leave shall not be deducted for school sponsored or related activities.

2.
  - a. Any days beyond accumulated leave time would be contingent upon the approval of the Superintendent. The decision to grant additional days shall be on a case-by-case basis without establishing a precedent; however, no reasonable request will be refused.
  - b. Definition- Any illness or injury that would render a person incapable of discharging his/her duties for a period of more than three (3) consecutive working days, as defined by FMLA.
  - c. After twenty (20) years of service to the Pittsford Area Schools, the Board agrees to pay the daily substitute rate of pay for one-half (1/2) of the unused sick leave credit to the individual upon retirement, up to seventy days (70).
  - d. Individuals can opt to take the sick leave monies early, and apply them to buy service credit for early retirement. If the individual uses sick leave subsequent to the payment, and has exercised this buy out option, the district will deduct from the individual's remaining pay an amount equal to the District's pay out for the days used for personal illness.
3. A teacher may be asked to explain absence immediately before or after a holiday or recess.
4. A teacher who is unable to teach due to personal illness or disability and has exhausted accumulated sick leave shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year. Upon return from leave, the teacher will be assigned to the same position or a substantially equivalent one.
5. Jury Duty - Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, shall be paid his/her full salary for such time spent on jury duty or giving testimony. The teacher agrees to relinquish any compensation received for the above-mentioned duties to the Pittsford Board of Education.
6. Association Days - At the beginning of the school year, the Association shall be credited with five (5) days to be used at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking said days and to pay the teacher's substitute pay. No more than two (2) teachers may be off on any given day under this provision.
7. The Board of Education encourages a sick leave bank. The PEA will administer the sick leave bank. The sick leave bank will be zeroed out at the end of each year. Personal days cannot be used for the sick leave bank.
8. Bereavement: A teacher is granted three (3) days for immediate family (spouse, children or stepchildren, parents or step parents, brothers or step brothers, sisters or step sisters, grandparents or grandchildren, parents-in-law, and daughters- or sons-in-law, brothers-in-law and sisters-in-law of the teacher or spouse, and an individual living with the teacher on a non-commercial basis). Further days may be granted by the administration. All other funeral days are charged to the employee's sick bank.

**B. Personal Leave:**

A maximum of three (3) personal leave days will be allowed per year.

**C. Sabbatical Leave:**

1. Teachers who have been employed for seven (7) years in the system may be granted a sabbatical leave for one (1) year to work on advanced degree or travel. Sabbatical leaves will be non-compensable.
2. A teacher; upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position of the salary schedule as he/she would have been had he/she taught in the district during such period.
3. The total number of teachers on sabbatical leaves during any one (1) year shall be limited to seven percent (7%) of the total teaching staff
4. During the leave, the person shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premiums there for at the Superintendent's office.

D. Non-Compensable Leave:

1. Leaves without pay will be granted in accordance with the specified provisions for each type of such leave as hereinafter provided; for Military service, Physical or Mental Incapacity, Child Care and for the purpose of full-time Association Representation. Leaves for other purposes may be granted but shall be subject to the approval and consent of the School Administration.
2. Mandatory Leaves:
  - a. Military Leave - Teachers who are inducted into the armed services will be granted leaves in conformance with conditions established by Federal and State Laws.
  - b. Physical and Mental Incapacity –
    - i. Teachers are responsible to inform or cause the school administration to be informed of the health-connected reason for any absence as promptly as possible. A tenure teacher may, at any time, prior to the expiration of the paid-for sick leave, request in writing, extended leave of absence terminating at a specified date.
    - ii. Should extension of a leave terminating at the end of the school year be required, renewal application, along with the physician's certification, must be submitted before the close of school.
    - iii. In the event a teacher, absent on leave which terminates at the end of a school year, recovers and is released by the attending physician so as to return to work before the expiration of the leave, then said teacher shall have to notify the Office in writing of this intention to return. Such application must be supported by a report from the attending physician certifying that the teacher is fully recovered and capable of performing the functions and duties of his/her position. This notice shall be given as much in advance of the teacher's intended return as is practicable.
    - iv. Upon the effective date of the physician's release, the teacher shall be placed for immediate appointment to the first available position for which he/she is qualified and which is commensurate with that, which would be held had the leave not intervened; or he/she shall be promptly referred to the Board's selected physician for examination.
    - v. Teachers who do not report recovery when released by the attending physician for return for duty or who refuse to accept an available opening offered which is commensurate with the position held before the leave or who fail to request extension of leave and do not report for duty upon such expiration shall be terminated and their tenure shall be broken, provided such a determination is made pursuant to the provisions of the Michigan tenure of teachers act.
  - c. Child Care Leave - The Board shall grant leave of up to one (1) year to a tenured teacher who has a legitimate need for child care leave. The leave may be extended by Board action if requested by the teacher. Unless there are extenuating circumstances, the teacher's return to work will coincide with a semester break. The teacher will be re-employed in a teaching position for which he/she is certified and qualified.
  - d. Full time teachers qualify for the Family Medical Leave Act

ARTICLE 8

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The Board retains the right for all teachers newly employed to establish the initial salary placement as set forth in Appendix A.
- C. The salary schedule is based upon negotiated workdays as set forth in Appendix A and a normal teaching load.
- D. Teachers involved in extra duty assignments set forth in Appendix B, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and Appendix A & B without deviation.
  - 1. All teachers must utilize direct deposit.
- E. Summer Employment:
  - 1. Teaching positions in the summer such as Title I, etc., shall be filled by qualified teachers.
  - 2. The filling of such positions shall be in accordance with Section C, Article 7 of this Agreement. The filling of such positions should be consistent from year to year.
  - 3. Compensation of all teachers on a summer program shall not be less than the regular rate of pay unless mutually agreed upon by the Association and the Board.
- F. In the event travel by personal vehicle is required by the Board, the teacher will be reimbursed at the current IRS rate per mile.
- G. Pay will be based on a fraction of total days required at school on the current calendar.

H. Health Insurance

1. The Board shall provide to full-time teacher's a choice of one of the following Plans for a full twelve-month period beginning August 25, 2024 through August 24 2025, for each teacher and their eligible dependents.

**MESSA PAK A**

MESSA Choices

In network deductible	\$500/\$1,000
In Network Co Insurance	\$0%
Office Visit	\$20
Urgent Care/Emergency Room	\$25/\$50
Prescription	Saver Rx
Riders include	EA1

MESSA Dental Plan

Diagnostic & Preventative	100%
Basic Services	80% x-rays
Major Services	80%
Annual Max	\$1,500
Orthodontics	80%
Lifetime Max	\$1,500
Riders include	Two (2) cleanings

MESSA Vision Service Plan

VSP 2 S

MESSA Life Insurance

\$50,000

MESSA AD&D

\$50,000

MESSA Long Term Disability

66 2/3% \$6,000 MAX

Waiting Period

90 Calendar Days-Modified Fill

Alcohol/Drug

Same as any other illness

Mental/Nervous

Same as any other illness

Soc. Sec. Offset

Primary

Own-Occupation

Two (2) years

Pre-Exist Conditions

Yes

COLA

No

SS Freeze

Yes

**MESSA PAK B** for those members not electing Health Insurance they shall be eligible for services outlined below:

MESSA Dental Plan	
Diagnostic & Preventative	100%
Basic Services	80% x-rays
Major Services	80%
Annual Max	\$1,500
Orthodontics	80%
Lifetime Max	\$1,500
Riders include	Two (2) cleanings
MESSA Vision Service Plan	VSP 2 S
MESSA Life Insurance	\$50,000
MESSA AD&D	\$50,000
MESSA Long Term Disability	66 2/3% \$6,000 MAX
Waiting Period	90 Calendar Days-Modified Fill
Alcohol/Drug	Same as any other illness
Mental/Nervous	Same as any other illness
Soc. Sec. Offset	Primary
Own-Occupation	Two (2) years
Pre-Exist Conditions	Yes
COLA	No
SS Freeze	Yes

**MESSA PAK C**

MESSA ABC Plan 1  
In Network Deductible \$1600/\$3200  
In Network Co insurance 0%  
Office visit NA  
Urgent care/emergency room NA  
Prescription ABC RX  
Riders Included EA 1, HEQ

MESSA Dental Plan  
Diagnostic & Preventative 100%  
Basic Services 80% x-rays  
Major Services 80%  
Annual Max \$1,500  
Orthodontics 80%  
Lifetime Max \$1,500  
Riders include Two (2) cleanings

MESSA Vision Service Plan VSP 2 S

MESSA Life Insurance \$50,000  
MESSA AD&D \$50,000  
MESSA Long Term Disability 66 2/3% \$6,000 MAX  
Waiting Period 90 Calendar Days-Modified Fill  
Alcohol/Drug Same as any other illness  
Mental/Nervous Same as any other illness  
Soc. Sec. Offset Primary  
Own-Occupation Two (2) years  
Pre-Exist Conditions Yes  
COLA No  
SS Freeze Yes

**MESSA PAK D**

**MESSA ABC Plan 2**

In Network Deductible	\$2000/\$4000
In network Co Insurance	10%
Office visit	NA
Urgent Care/Emergency room	NA
Prescription	ABC Rx
Riders include	EA1, HEQ

**MESSA Dental Plan**

Diagnostic & Preventative	100%
Basic Services	80% x-rays
Major Services	80%
Annual Max	\$1,500
Orthodontics	80%
Lifetime Max	\$1,500
Riders include	Two (2) cleanings

**MESSA Vision Service Plan**

VSP 2 S

MESSA Life Insurance	\$50,000
MESSA AD&D	\$50,000
MESSA Long Term Disability	66 2/3% \$6,000 MAX
Waiting Period	90 Calendar Days-Modified Fill
Alcohol/Drug	Same as any other illness
Mental/Nervous	Same as any other illness
Soc. Sec. Offset	Primary
Own-Occupation	Two (2) years
Pre-Exist Conditions	Yes
COLA	No
SS Freeze	Yes

**MESSA PAK E**

**MESSA Choices**

In Network deductible	\$500/\$1000
In Network Co insurance	20%
Office visit	\$20
Urgent care/emergency room	\$25/\$50
Prescription	SRX Mail
Riders include	EA1

**MESSA Dental Plan**

Diagnostic & Preventative	100%
Basic Services	80% x-rays
Major Services	80%
Annual Max	\$1,500
Orthodontics	80%
Lifetime Max	\$1,500
Riders include	Two (2) cleanings

**MESSA Vision Service Plan** VSP 2 S

MESSA Life Insurance	\$50,000
MESSA AD&D	\$50,000
MESSA Long Term Disability	66 2/3% \$6,000 MAX
Waiting Period	90 Calendar Days-Modified Fill
Alcohol/Drug	Same as any other illness
Mental/Nervous	Same as any other illness
Soc. Sec. Offset	Primary
Own-Occupation	Two (2) years
Pre-Exist Conditions	Yes
COLA	No
SS Freeze	Yes

**MESSA PAK F**

MESSA Balance +  
In Network Deductible \$1600/\$3200  
In network Co Insurance 20%  
Online visits \$10  
Office visit \$25  
Specialist \$50  
Urgent Care \$50  
Emergency Room \$200  
Prescription Balance + Rx  
Riders include EA1, HEQ

MESSA Dental Plan  
Diagnostic & Preventative 100%  
Basic Services 80% x-rays  
Major Services 80%  
Annual Max \$1,500  
Orthodontics 80%  
Lifetime Max \$1,500  
Riders include Two (2) cleanings

MESSA Vision Service Plan VSP 2 S

MESSA Life Insurance \$50,000  
MESSA AD&D \$50,000  
MESSA Long Term Disability 66 2/3% \$6,000 MAX  
Waiting Period 90 Calendar Days-Modified Fill  
Alcohol/Drug Same as any other illness  
Mental/Nervous Same as any other illness  
Soc. Sec. Offset Primary  
Own-Occupation Two (2) years  
Pre-Exist Conditions Yes  
COLA No  
SS Freeze Yes

2. Full-time teachers electing compensation in lieu of health insurance will receive three hundred dollars (\$300) per month in cash under a qualified cafeteria plan currently in place. The cash may be retained as such or alternatively be expended for annuities as provided under Article 3 (f)(4).
  3. Teachers who wish additional MESSA optional coverage may authorize deduction of the required additional funds from their salary.
  4. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as all matters concerning benefits, eligibility and termination of coverage and other required matters.
  5. The Board, by payment of the premium payments required to provide the coverage's set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board of Education, nor shall such failure be considered a breach of any obligation by either of the two organizations.
  6. Disputes between employees, or beneficiaries of employees, and any insurance company shall not be subject to the grievance procedure established herein.
- I. All teachers who retire from teaching and begin to draw from the Michigan School Employees Retirement Fund who have twenty (20) or more years of service at Pittsford Area Schools will be granted severance pay in the amount of \$1,500.00.
  - J. On days when school is not in session due to acts of God or other conditions beyond the district's control, teachers do not need to report and shall suffer no loss of pay. Teachers will make up instructional hours to meet the minimum requirements of the State Aid Act.
  - K. A teacher will not be required to substitute during his/her preparation period unless daily substitutes are unavailable. Absent a volunteer, the least senior teacher will be assigned and will be paid at the rate of \$40.00 per hour, prorated for the actual amount of time worked.
  - L. Part-time employees shall receive leaves on a prorated basis. They shall receive a MESSA consortium plan on a prorated basis in full, excluding the annuity.
  - M. The Board agrees to pay the tuition for the teachers upon completion of courses relating to the field of education, up to a maximum of one-hundred and six (106) dollars per credit hour. Payment will be made three times a year. All evidence of satisfactory completion of the course(s) will be made on or before September 15, January 15, and May 15 to the Superintendent. Faculty hired before the 2005-2006 school year will be grandfathered under the old language obligating the school to pay for all credit hours. New faculty hired in 2005-2006 and beyond will be reimbursed for all credit hours beyond the 18 hours required by the State of Michigan.
  - N. A teacher who has less than ninety (90) minutes a day/four hundred fifty (450) minutes a week of prep and lunch time will be compensated for the lost time. Time will be figured to the nearest minute.
  - O. A teacher who is laid off and collects unemployment benefits for a period between the last day of school in one year and the first work day in the next school year, and is subsequently recalled to at least an equal position before the first teacher work day of the next school year will be paid according to an annual salary rate, such that collected unemployment compensation benefits and salary shall equal the amount on the salary schedule.

## ARTICLE 9

### GRIEVANCE PROCEDURE

#### A. Definitions:

1. A "grievance" is a claim based upon an event or condition, which affects the welfare or conditions of employment of a teacher or group of teachers and/or arising from the language of this Agreement or an alleged breach thereof. It is expressly understood that a claim, which does not affect the welfare or conditions of employment of a member of the unit described in Article I above, will not constitute a grievance.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The term "days" as used herein shall mean days in which school is in session or during the summer when the superintendent's office is open.

#### B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to grievances, which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and 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 opportunity to be present at such adjustment. However, individuals may not arbitrate a grievance.

#### C. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled in the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
2. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent of his designated representative to act at Level Two as hereinafter described.

3. Written grievances as required herein shall contain the following:
  - a. It shall be signed by the grievant or grievants.
  - b. It shall be specific.
  - c. It shall contain a synopsis of the facts giving rise to the alleged violation.
  - d. It shall cite the section or subsection of this contract or policy alleged to have been violated.
  - e. It shall contain the date of the alleged violation.
  - f. It shall specify the relief requested
  
4. Level One –
  - a. A teacher alleging a grievance shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve it. If as a result of the informal discussion with the building principal a grievance still exists three (3) days after the interview, the teacher and the representative from the building will reduce the grievance to writing in a form substantially in accordance with that set forth in annexed Appendix D. A copy of the grievance form shall be delivered to the principal within five (5) days.
  
  - b. Within five (5) days of receipt of the grievance, the principal shall meet with the parties involved in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within (5) days of such a meeting and shall furnish a copy thereof to the Association.
  
5. Level Two –
  - a. A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association secretary; the building principal in which the grievance arose, and place a copy of same in a permanent file in his/her office.
  
  - b. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.
  
6. Level Three –
  - a. Upon proper application as specified in Level Two, the Board shall allow the teacher and his/her Association representative an opportunity to be heard at the meeting for which the grievance is scheduled.
  
  - b. The appeal to the Board is restricted to issues for which the appealing teacher is entitled to closed session review under the Open Meetings Act. In requesting the Board level review in such cases, the teacher must request the hearing and deliberations be considered in closed session as afforded by law. If the teacher fails to make the request, the hearing will be in open session. Upon notice of the denial in such instances, the timelines for further appeal on arbitral grievances shall be as set forth in Level Four.

- c. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings, thereon or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.
- d. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

7. Level Four –

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.
- b. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
- c. The decision of the arbitrator shall be final and conclusive and binding upon employees, the board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- d. Powers of the arbitrator are subject to the following limitations:
  - i. He shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Agreement.
  - ii. He shall have no power to establish salary scales.
  - iii. He shall have no power to change any practice, policy or rule of the Board.
  - iv. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
  - v. He shall have no power to interpret state or federal law.
  - vi. He shall not bear any grievance previously banned from the scope of the grievance procedure according to the contract.
  - vii. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

- viii. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  - ix. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
  - x. The Arbitrator shall have no authority to rule on evaluation, layoff, recall, assignment or placement, discipline/discharge or prohibited subjects of bargaining.
- e. The fees and expenses of the arbitrator is the sole responsibility of the side who is defeated in arbitration.
  - f. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

D. Right of Teachers to Representation:

1. No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will have the right to be present during all stages of the grievance procedure and to present any relevant information.

E. Miscellaneous:

1. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
2. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.
3. Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing setting forth the decision and the reason therefore and will be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level four will be in accordance with the procedures set forth in Section 7.
4. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.

5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.
6. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which he/she presently has.
7. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
8. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.
9. If a tenure teacher is demoted or discharged in a matter covered by the Tenure Act, the teacher may follow the procedures of the Tenure Act. The teacher must be advised of his/her rights regarding the Tenure Act.

## ARTICLE 10

### CURRICULUM COUNCIL

- A. There will be established by the Board a Curriculum Council consisting of seven (7) members; three (3) members selected by the Association, two (2) members selected by the Board and two (2) members who are students selected by the student council. The elementary and high school principals shall serve as resource persons. ADHOC study committees shall be established by the Curriculum Council whenever necessary.
- B. The purpose of the Council will be to consider recommendations from teacher subcommittees and administration. All matters pertaining to the instructional program of the district and its implementation are the concern of this Council, such as; teaching techniques, courses of study, textbooks, curriculum, and educational tools.
- C. Recommendations of this Council shall be submitted to the Board for consideration and action.
- D. The Council will meet on a regular scheduled basis as determined by the Council membership at its first meeting. The first meeting of the Council shall be held within one (1) month from the opening date of school. At this meeting a chairman will be chosen who shall preside over Council meetings. Teacher subcommittees will be formed under the direction of the staff and the principals. Each subcommittee shall have co-chairmen, one (1) from the elementary school and one (1) from the high school. Teacher subcommittees shall be as follows: language arts, mathematics and science, social studies, career education, physical education, and fine arts.
- E. Proposals will be processed as follows:
  1. A curriculum or textbook change is studied and the committee formulates a proposal
  2. The recommended proposal is presented at a scheduled meeting of the Curriculum Council for further study and possible revision.
  3. The proposal recommendation is presented and explained to the Board of Education for final approval and adoption. The Superintendent will arrange the presentation.

ARTICLE 11

LIAISON COMMITTEE

- A. There will be established a Liaison Committee composed of two (2) administrators and two (2) Association members. A continuing purpose of this committee shall be to address operational and educational concerns, which are deemed to require attention.
- B. The Liaison Committee will hold an organizational meeting within one (1) month of the beginning of school at the request of either party. Thereafter, the chairperson will call a meeting when requested by a member.
- C. The Liaison Committee will not have jurisdiction over contract negotiations, contract interpretation nor will it be used as a means of bypassing the grievance procedure or the timelines set forth therein.

ARTICLE 12

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board will support and assist teachers with respect to the maintenance of control and discipline in the classroom. Consistent with the limitations of state and federal law, the Board or designated representative will take reasonable steps if necessary to assist teachers with responsibilities for pupils who are disruptive in the classroom or repeatedly violate rules and regulations of the classroom.
- B. The Administration shall establish rules and regulations, which set forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed to the teachers.
- C. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property while he or she was dealing with student discipline.
- D. Disposition of student discipline shall be made known to any teacher directly involved.

ARTICLE 13

PROFESSIONAL BEHAVIOR AND IMPROVEMENT

- A. A member shall be entitled to have present a representative of the Association during any disciplinary action when such action will become part of the teacher's personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the local Association is present. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
- B. No teacher shall be disciplined (including warnings, reprimands, suspensions, with or without pay, or other actions of disciplinary nature) without just cause. The discharge or demotion of a tenured teacher shall be governed exclusively by the procedures and standards of the Michigan Teacher Tenure Act applicable thereto.

- C. If discharge of a *tenure* teacher is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:
  - 1. Repeated observations of the inadequacies through the observation process.
  - 2. Written suggestions for improvement.
  - 3. Adequate opportunity for the teacher to make improvements. (ie. IDP's, mentor teacher, etc.)
- D. The Board and/or the Administration agrees to follow a general procedure of discipline which includes verbal and/or written warning, reprimand, suspension without pay, and discharge as a final and last resort.
 

The above procedures may be waived when, in the Superintendent's discretion, the seriousness of a teacher's behavior necessitates more severe or immediate measures. In the event that a teacher has been unfairly or improperly disciplined, his/her personnel records will be cleansed of the incident and his/her lost pay restored.
- E. It is the intention of the parties that disciplinary action is to be handled and administered in a manner to maintain confidentiality to the extent permitted by law.

## ARTICLE 14

### MANAGEMENT RIGHTS CLAUSE

- A. 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 of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while performing a professional duty.
  - 2. To hire all employees and subject to the provisions of law Section 1249a in the Revised School Code, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
  - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
  - 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
  - 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, extra duty, and the terms and conditions of employment following the Revised School Code 1249a and the parties agree that that the procedures established in this article constitute clear and transparent procedures as required in the Revised School Code Section 1248.
  - 6. To negotiate the revision and/or extension of the school calendar, and/or the regular working schedule, in the event an emergency or weather conditions require the closing of school on 10 or more regularly scheduled days. All make-up time shall be considered part of the teacher's regular assignment and annual salary. All make-up time and scheduling shall be done early with the mutual consent of the Association.

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

ARTICLE 15

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE 16

DURATION

The provisions of the Agreement will be effective August 25, 2024 and will continue in full force and effect until August 24, 2025.

ASSOCIATION

PITTSFORD AREA SCHOOL  
BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

**APPENDIX A**

**SALARY SCHEDULE**

<b>YEAR</b>	<b>BA</b>	<b>BA+15</b>	<b>CONTINUING/PROFESSIONAL CERTIFICATE</b>	<b>MA/MS</b>	<b>MA+15</b>
<b>2024-2025</b>					
1	41,541	41,955		45,195	46,369
2	43,204	43,630		47,111	48,118
3	45,109	45,556		49,181	50,239
4	47,093	47,558		51,347	52,452
5	49,168	49,652		53,609	54,757
6	51,335	51,841		55,971	57,169
7	53,594	54,124		58,371	59,690
8	55,952	56,505		61,007	62,316
9	58,894	59,478		64,059	65,394
10	62,135	62,748		67,573	68,972

**Miscellaneous:**

1. After twelve (12) years at the Pittsford Area Schools, a teacher will receive longevity compensation of \$743 in addition to their salary. From that point onward the teacher will receive an additional \$80 each year they remain. Such sums will be added to the succeeding year's individual contract.
2. MA +15 shall be based on credits earned after completion of the Masters. These hours (15) must be graduate level unless otherwise approved by central office administration.
3. One full step will be given to the teachers who are still on the salary steps of this contract and all teachers will receive 1% raise .

APPENDIX B

ATHLETIC COMPENSATION

2024-2025

Football	13.0%
Bowling (Boys and Girls)	\$2000.00
Assistant Football	8.0%
J.V. Football	7.0%
Jr. High Football	4.5%
Boys Varsity Basketball Head	13.0%
Girls Varsity Basketball Head	13.0%
Boys J.V. Basketball	7.0%
Girls J.V. Basketball	7.0%
Boys Jr. High Basketball *	4.5%
Girls Jr. High Basketball *	4.5%
Baseball	8.5%
Softball	8.5%
Volleyball	10.0%
J.V. Volleyball	7.0%
Jr. High Volleyball	4.5%
Boys Track	8.5%
Girls Track	8.5%
Asst Track (Combined Number of Athletes over 40)	3.25%
Boys Jr. High Track *	4.5%
Girls Jr. High Track *	4.5%
Boys Cross Country *	4.5%
Girls Cross Country *	4.5%
Wrestling	10.0%
Jr. High Wrestling	4.5%
Junior Pro	\$53

\*If one person does both jobs, the person will receive full pay for both.

Percentage based on experience in activity on BA schedule down seven steps per year. Staff hired prior to the 2005-2006 school year will be able to move across the BA to the MA salary schedule. All new staff (those who have not coached the sport at Pittsford prior to 2005-2006 school year) will have Schedule B percentages based only upon the BA salary schedule.

Miscellaneous:

1. Varsity coach of that sport in conjunction with the athletic director will recommend the assignment of assistant coaches.
2. People holding appendix B positions with less than 5 years on the job will be evaluated on an annual basis and may be terminated for any reason satisfactory to the Board.
3. People holding appendix B positions with more than 7 years on the job at the varsity level will be evaluated bi-annually.
4. A new hired coach will be given credit for past experience in the same sport at PAS.

\*New positions can be created if needed.

APPENDIX C

EXTRA DUTIES

2024-2025

Student Council	\$1,857.00
Spanish Club	\$849.00
National Honor Society	\$1,804.00
9 <sup>th</sup> Grade Advisor	\$796.00
10 <sup>th</sup> Grade Advisor	\$796.00
11 <sup>th</sup> Grade Advisor	\$1,857.00
12 <sup>th</sup> Grade Advisor	\$1,857.00
Yearbook Advisor	\$2,101.00
Quiz Bowl Coaches	\$160.00 per coach
Recycling	\$213.00
Hourly Rate	\$40.00 –recess duty, lunchroom duty, sub a class period, credit recovery, homebound & other approved.

Marching Band - See Below

**Home Football (December Pay) \$584.00**  
(Any less than the number of home football games will be prorated.)

**Band Camp (December Pay) \$796.00**  
30 hour High School Camp  
(Any hours less than 30 will be prorated.)

**Basketball Games Pep Band (March Pay) \$1,167.00**  
Five (5) Girl's home games and Five (5) Boy's home games  
(Any less than ten (10) total events will be prorated.)

**Concerts (June Pay) \$1,167.00**  
Two (2) to Three (3) 5<sup>th</sup> -12<sup>th</sup> grade band concerts &  
Two (2) to Three (3) elementary music concerts & Two (2) parades  
(Any less than six (6) total events will be prorated.)

**Competitions (June Pay) \$266.00**  
Solo ensemble or Band Competition



LEVEL II

A. Date received by Superintendent or designee: \_\_\_\_\_

B. Disposition of Superintendent or designee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL III

A. Date submitted to Board: \_\_\_\_\_

B. Disposition of Board: \_\_\_\_\_

C. Position of grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL IV

A. Date submitted to Arbitration: \_\_\_\_\_

B. Disposition and award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Arbitrator's Signature

\_\_\_\_\_  
Date

NOTE: All provisions of Article \_\_\_\_\_ of the Agreement dated \_\_\_\_\_, 20\_\_\_\_, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCE.

**PITTSFROD AREA SCHOOLS  
2024-2025 ACADEMIC CALENDAR**

<b>AUGUST</b>	<b>12: (Full Day) Staff PD – No school for students</b> <b>13: (Full Day) Staff PD – No School for Students</b> <b>14: (Full Day) Staff PD – No school for students</b> <b>15: (Full Day) Staff PD – No school for students</b> <b>District Open House 4 – 6 p.m.</b> <b>20: First Day of School</b> <b>30: No School Labor Day</b>
<b>SEPTEMBER</b>	<b>2: No School Labor Day</b> <b>23: No School for Students</b>
<b>OCTOBER</b>	<b>10: ½ Day for Students, P/T Conferences 12-3 and 4-6 p.m.</b> <b>25: End of 1<sup>st</sup> Marking Period</b>
<b>NOVEMBER</b>	<b>27: ½ Day of School</b> <b>28-29: No School – Thanksgiving Break</b>
<b>DECEMBER</b>	<b>19: ½ Day of School (Exams)</b> <b>20: ½ Day of School (Exams),</b> <b>20: End of 2<sup>nd</sup> Marking Period</b> <b>23-31: No School – Winter Break</b>
<b>JANUARY</b>	<b>1-3: No School – Winter Break</b> <b>6: School Resumes</b> <b>20: MLK Day No School for Students</b> <b>Staff PD</b>
<b>FEBRUARY</b>	<b>17: Presidents’ Day No School for Students</b> <b>Staff PD</b> <b>27: ½ Day of School, P/T Conferences 12-3 and 4-6 p.m.</b>
<b>MARCH</b>	<b>14: Last Day of 3<sup>rd</sup> Marking Period</b> <b>24-28: No School – Spring Break</b> <b>31: School Resumes</b>
<b>APRIL</b>	<b>18: No School; Good Friday</b>
<b>MAY</b>	<b>18: Graduation</b> <b>26: No School – Memorial Day</b> <b>29: ½ Day of School (Exams)</b> <b>30: ½ Day of School (Exams)</b>

**\*School cancellation moves schedule to the next school day. School hours are 7:55 – 2:45 p.m.**