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# Agreement

between the

**Public Schools  
of Petoskey**  
Petoskey, Michigan

and the

**Northern Michigan  
Education Association**

September 1, 2018  
through  
August 31, 2021

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# SECTION I

## BASIC CONTRACT PROVISIONS

### Section 1.1 Agreement

This Agreement entered into this first day of September 2018, by and between the Board of Education of the Public Schools of Petoskey, Michigan, hereinafter called the "Board" and the Northern Michigan Education Association, MEA/NEA, of Petoskey, hereinafter called the "Association".

### Section 1.2 Witnesseth

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings,

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

### Section 1.3 Recognition

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all teachers, including personnel on tenure or probation, classroom teachers, guidance counselors, librarians, school psychologists, social workers, speech and hearing therapists, teachers of the homebound or hospitalized, but excluding substitute teachers, supervisory and executive personnel, such as the athletic director and all other employees not specifically included within the bargaining unit. Individuals who are employed in extra duty positions, such as coaching positions, but who are not otherwise employed in positions covered by this agreement, shall not be members of the bargaining unit. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined, and references to male teachers shall include female teachers. The term "Board" shall include its officers, members, and delegated agents.

B. The Board agrees not to negotiate with any teachers' organization other than the

Association for the duration of this Agreement.

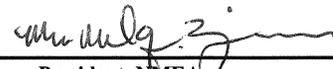
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to or equal to those provided elsewhere, by Michigan Law.
- D. The recognition clause in Section 1.3.A. of this agreement has the sole purpose of identifying the employees or positions, which are included and excluded from the bargaining unit, represented by the Association.

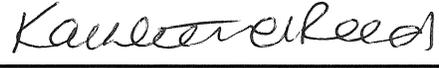
Section 1.4 Duration of Agreement

This Agreement shall become effective at 12:01 a.m. on the first day of September 2018, and shall remain in full force through the thirty-first day of August 2021.

**NORTHERN MICHIGAN EDUCATION  
ASSOCIATION, MEA/NEA**

**PETOSKEY BOARD OF EDUCATION**

BY   
President, NMEA

BY   
President

BY   
Staff Liaison, NMEA

BY   
Secretary

BY   
Chief Spokesperson

BY   
Chairperson, Negotiating Committee

BY   
Negotiating Committee Member

BY   
Negotiating Committee Member

BY   
Negotiating Committee Member

Dated this 16<sup>th</sup> day of August, 2018.

Section 1.5 Association Dues or Fees and Payroll Deductions

- A. The Board shall provide annually to the Association a list of teachers employed or to be employed by the Board, along with the full or part time status of each teacher and their salary schedule status. The Board shall provide notification of this same information for any additions or deletions that occur during the year.

The Association agrees to defend, indemnify and hold harmless the Public Schools of Petoskey, its Board of Education, individual school board members, past and present, administrative employees and agents, past and present, against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including but not limited to back pay damages and all court or administrative costs, including unemployment compensation costs, that may arise out of or by reason of any action taken by the Board or its agents for the purpose of complying with the terms of this Article. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies arising out of any claims or demands that are brought or made due to this Article. It is expressly understood that the Association has the right to select counsel, if necessary, for any defense necessary under this Article and shall have the sole discretion regarding the settlement of any claims to which the Association may be responsible.

The Association agrees that it will take no action claiming or supporting the claim that its agreements in this section pertaining to defense, indemnification, and holding harmless are void or unenforceable. Further, in the event that it is ever determined that the Association's agreement to indemnify and/or hold harmless is void or unenforceable, this shall not affect the Association's duty to defend and assume all costs and expenses regarding defense.

Section 1.6A School Calendar

Public Schools of Petoskey  
**District Wide Calendar 2018-2019**

Wednesday,	August 29	Teachers Report
Thursday,	August 30	Professional Development Day
Tuesday,	September 4	Students Report (1/2 day students K-12)
Friday,	October 19	Professional Development Day/Elementary Parent Teacher Conferences (1/2 day students K-12)
Thursday,	November 1	Professional Development Day (No students K-12)
Friday,	November 2	1 <sup>st</sup> Marking Period Ends (PMS, PHS)
Tuesday,	November 20	Professional Development Day (1/2 day students K-12)
Wed.-Fri.,	November 21-23	Thanksgiving Break
Friday,	November 30	1 <sup>st</sup> Trimester Ends (Elementary)
Monday,	December 24	Begin Christmas Break
Wednesday,	January 2	Return to School
Wed.-Fri,	January 16-18	High School Final Exams (1/2 day for Students, Grades 9-12)
Friday,	January 18	1 <sup>st</sup> Semester Ends (PMS, PHS)
Friday,	January 18	Professional Development/Records Day (1/2 day students K-12)
Friday,	February 15	Professional Development Day (1/2 day students K-12)
Friday,	March 1	2 <sup>nd</sup> Trimester Ends (Elementary)
Friday,	March 15	Elementary Parent Teacher Conferences and Professional Development Day ½ Day students, Grades K-12
Thursday,	March 21	3 <sup>rd</sup> Marking Period Ends (PMS, PHS)
Friday,	March 22	Spring Break Begins

Tuesday,	April 2	Return to School
Friday,	April 19	½ Day for Students/Staff (Good Friday)
Friday,	May 24	Professional Development Day (1/2 day students K-12)
Monday,	May 27	Memorial Day (No School)
Wed.-Fri.,	June 5-7	High School Final Exams (1/2 day for Students, Grades 9-12)
Friday,	June 7	Last Day for Students and Teachers (1/2 Day for Students, Grades K-12 and Staff)

Note 1: Required “Snow Day” makeup days beginning Monday, June 10, 2019, if necessary

### **Fall Parent/Teacher Conferences 2018-2019**

#### Elementary

Tuesday,	October 16	5:30 – 7:30 p.m.
Thursday,	October 18	5:30 – 7:30 p.m.
Friday,	October 19	(Teachers may schedule additional conference time as needed.)

#### Middle School

Tuesday,	November 13	5:00 – 7:00 p.m.
Thursday,	November 15	6:00 – 8:00 p.m.

#### High School

Tuesday,	November 13	6:00 – 8:00 p.m.
Thursday,	November 15	5:00 – 7:00 p.m.

### **Winter Parent/Teacher Conferences 2018-2019**

#### Elementary

Tuesday,	March 12	5:30 – 7:30 p.m.
Thursday,	March 14	5:30 – 7:30 p.m.
Friday,	March 15	(Teachers may schedule additional conference time as needed.)

#### Middle School

Tuesday,	February 5	5:30 – 7:30 p.m.
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#### High School

Thursday,	February 7	5:30 – 7:30 p.m.
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## **Professional Development Calendar 2018-2019**

### **Elementary**

Wednesday,	August 29, 2018	Full Day PD
Thursday,	August 30, 2018	Full Day PD
Tuesday,	September 4, 2018	½ Day Students, ½ Day PD
Friday,	October 19, 2018	½ Day Students, ½ Day PT Conferences
Thursday,	November 1, 2018	Full Day PD
Tuesday,	November 20, 2018	½ Day Students, ½ Day PD
Friday,	January 18, 2019	½ Day Students, ½ Day PD
Friday,	February 15, 2019	½ Day Students, ½ Day PD
Friday,	March 15, 2019	½ Day Students, ½ Day PT Conferences
Friday,	May 24, 2019	½ Day Students, ½ Day PD

### **Middle School**

Wednesday,	August 29, 2018	Full Day PD
Thursday,	August 30, 2018	Full Day PD
Tuesday,	September 4, 2018	½ Day Students, ½ Day PD
Friday,	October 19, 2018	½ Day Students, ½ Day PD
Thursday,	November 1, 2018	Full Day PD
Tuesday,	November 20, 2018	½ Day Students, ½ Day PD
Friday,	January 18, 2019	½ Day Students, ½ Day Records
Friday,	February 15, 2019	½ Day Students, ½ Day PD
Friday,	March 15, 2019	½ Day Students, ½ Day PD
Friday,	May 24, 2019	½ Day Students, ½ Day PD

### **High School**

Wednesday,	August 29, 2018	Full Day PD
Thursday,	August 30, 2018	Full Day PD
Tuesday,	September 4, 2018	½ Day Students, ½ Day PD
Friday,	October 19, 2018	½ Day Students, ½ Day PD
Thursday,	November 1, 2018	Full Day PD
Tuesday,	November 20, 2018	½ Day Students, ½ Day PD
Friday,	February 15, 2019	½ Day Students, ½ Day PD
Friday,	March 15, 2019	½ Day Students, ½ Day PD
Friday,	May 24, 2019	½ Day Students, ½ Day PD

Public Schools of Petoskey  
**District Wide Calendar 2019-2020**

Wednesday,	August 28	Teachers Report
Thursday,	August 29	Professional Development Day
Tuesday,	September 3	Students Report (1/2 day students K-12)
Friday,	October 18	Professional Development Day/Elementary Parent Teacher Conferences (1/2 day students K-12)
Friday,	November 1	1 <sup>st</sup> Marking Period Ends (PMS, PHS)
Friday,	November 1	Professional Development Day (No students K-12)
Tuesday,	November 26	Professional Development Day (1/2 day students K-12)
Tuesday,	November 26	1 <sup>st</sup> Trimester Ends (Elementary)
Wed.-Fri.,	November 27-29	Thanksgiving Break
Monday,	December 23	Begin Christmas Break
Monday,	January 6	Return to School
Wed.-Fri.,	January 22-24	High School Final Exams (1/2 day for Students, Grades 9-12)
Friday,	January 24	1 <sup>st</sup> Semester Ends (PMS, PHS)
Friday,	January 24	Professional Development/Records Day (1/2 day students K-12)
Friday,	February 14	Professional Development Day (1/2 day students K-12)
Monday,	February 17	No School (Mid-Winter Break)
Friday,	March 6	2 <sup>nd</sup> Trimester Ends (Elementary)
Friday,	March 20	Elementary Parent Teacher Conferences and Professional Development Day ½ Day students, Grades K-12
Thursday,	March 26	3 <sup>rd</sup> Marking Period Ends (PMS, PHS)
Friday,	March 27	Spring Break Begins

Tuesday,	April 7	Return to School
Friday,	April 10	½ Day for Students/Staff (Good Friday)
Friday,	May 22	Professional Development Day (1/2 day students K-12)
Monday,	May 25	Memorial Day (No School)
Tues.-Thurs.,	June 9-11	High School Final Exams (1/2 day for Students, Grades 9-12)
Thursday,	June 11	Last Day for Students and Teachers (1/2 Day for Students, Grades K-12 and Staff)

Note 1: Required “Snow Day” makeup days beginning Friday, June 12, 2020, if necessary

### **Fall Parent/Teacher Conferences 2019-2020**

#### Elementary

Tuesday,	October 15	5:30 – 7:30 p.m.
Thursday,	October 17	5:30 – 7:30 p.m.
Friday,	October 18	(Teachers may schedule additional conference time as needed.)

#### Middle School

Tuesday,	November 12	6:00 – 8:00 p.m.
Thursday,	November 14	5:00 – 7:00 p.m.

#### High School

Tuesday,	November 12	5:00 – 7:00 p.m.
Thursday,	November 14	6:00 – 8:00 p.m.

### **Winter Parent/Teacher Conferences 2019-2020**

#### Elementary

Tuesday,	March 17	5:30 – 7:30 p.m.
Thursday,	March 19	5:30 – 7:30 p.m.
Friday,	March 20	(Teachers may schedule additional conference time as needed.)

#### Middle School

Tuesday,	February 4	5:30 – 7:30 p.m.
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#### High School

Thursday,	February 6	5:30 – 7:30 p.m.
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## Professional Development Calendar 2019-2020

### Elementary

Wednesday,	August 28, 2019	Full Day PD
Thursday,	August 29, 2019	Full Day PD
Tuesday,	September 3, 2019	½ Day Students, ½ Day PD
Friday,	October 18, 2019	½ Day Students, ½ Day PT Conferences
Friday,	November 1, 2019	Full Day PD
Tuesday,	November 26, 2019	½ Day Students, ½ Day PD
Friday,	January 24, 2020	½ Day Students, ½ Day PD
Friday,	February 14, 2020	½ Day Students, ½ Day PD
Friday,	March 20, 2020	½ Day Students, ½ Day PT Conferences
Friday,	May 22, 2020	½ Day Students, ½ Day PD

### Middle School

Wednesday,	August 28, 2019	Full Day PD
Thursday,	August 29, 2019	Full Day PD
Tuesday,	September 3, 2019	½ Day Students, ½ Day PD
Friday,	October 18, 2019	½ Day Students, ½ Day PD
Friday,	November 1, 2019	Full Day PD
Tuesday,	November 26, 2019	½ Day Students, ½ Day PD
Friday,	January 24, 2020	½ Day Students, ½ Day Records
Friday,	February 14, 2020	½ Day Students, ½ Day PD
Friday,	March 20, 2020	½ Day Students, ½ Day PD
Friday,	May 22, 2020	½ Day Students, ½ Day PD

### High School

Wednesday,	August 28, 2019	Full Day PD
Thursday,	August 29, 2019	Full Day PD
Tuesday,	September 3, 2019	½ Day Students, ½ Day PD
Friday,	October 18, 2019	½ Day Students, ½ Day PD
Friday,	November 1, 2019	Full Day PD
Tuesday,	November 26, 2019	½ Day Students, ½ Day PD
Friday,	February 14, 2020	½ Day Students, ½ Day PD
Friday,	March 20, 2020	½ Day Students, ½ Day PD
Friday,	May 22, 2020	½ Day Students, ½ Day PD

Public Schools of Petoskey  
**District Wide Calendar 2020-2021**

Wednesday,	September 2	Teachers Report
Thursday,	September 3	Professional Development Day
Tuesday,	September 8	Students Report (1/2 day students K-12)
Friday,	October 16	Professional Development Day/Elementary Parent Teacher Conferences (1/2 day students K-12)
Wednesday,	November 4	Professional Development Day (No students K-12)
Friday,	November 6	1 <sup>st</sup> Marking Period Ends (PMS, PHS)
Tuesday,	November 24	Professional Development Day (1/2 day students K-12)
Wed.-Fri.,	November 25-27	Thanksgiving Break
Friday,	December 4	1 <sup>st</sup> Trimester Ends (Elementary)
Monday,	December 21	Begin Christmas Break
Monday,	January 4	Return to School
Wed.-Fri.,	January 27-29	High School Final Exams (1/2 day for Students, Grades 9-12)
Friday,	January 29	1 <sup>st</sup> Semester Ends (PMS, PHS)
Friday,	January 29	Professional Development/Records Day (1/2 day students K-12)
Friday,	February 12	Professional Development Day (1/2 day students K-12)
Monday,	February 15	No School (Mid-Winter Break)
Friday,	March 5	2 <sup>nd</sup> Trimester Ends (Elementary)
Friday,	March 19	Elementary Parent Teacher Conferences and Professional Development Day ½ Day students, Grades K-12
Thursday,	March 25	½ Day Students/Staff (Spring Break Begins)

Tuesday,	April 6	Return to School
Friday,	April 9	3 <sup>rd</sup> Marking Period Ends (PMS, PHS)
Friday,	May 28	Professional Development Day (1/2 day students K-12)
Monday,	May 31	Memorial Day (No School)
Tues.-Thurs.,	June 15-17	High School Final Exams (1/2 day for Students, Grades 9-12)
Thursday,	June 17	Last Day for Students and Teachers (1/2 Day for Students, Grades K-12 and Staff)

Note 1: Required “Snow Day” makeup days beginning Friday, June 18, 2021, if necessary

### **Fall Parent/Teacher Conferences 2020-2021**

#### Elementary

Tuesday,	October 13	5:30 – 7:30 p.m.
Thursday,	October 15	5:30 – 7:30 p.m.
Friday,	October 16	(Teachers may schedule additional conference time as needed.)

#### Middle School

Tuesday,	November 17	5:00 – 7:00 p.m.
Thursday,	November 19	6:00 – 8:00 p.m.

#### High School

Tuesday,	November 17	6:00 – 8:00 p.m.
Thursday,	November 19	5:00 – 7:00 p.m.

### **Winter Parent/Teacher Conferences 2020-2021**

#### Elementary

Tuesday,	March 16	5:30 – 7:30 p.m.
Thursday,	March 18	5:30 – 7:30 p.m.
Friday,	March 19	(Teachers may schedule additional conference time as needed.)

#### Middle School

Tuesday,	February 9	5:30 – 7:30 p.m.
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#### High School

Thursday,	February 11	5:30 – 7:30 p.m.
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### **Professional Development Calendar 2020-2021**

#### Elementary

Wednesday,	September 2, 2020	Full Day PD
Thursday,	September 3, 2020	Full Day PD
Tuesday,	September 8, 2020	½ Day Students, ½ Day PD
Friday,	October 16, 2020	½ Day Students, ½ Day PT Conferences
Wednesday,	November 4, 2020	Full Day PD
Tuesday,	November 24, 2020	½ Day Students, ½ Day PD
Friday,	January 29, 2021	½ Day Students, ½ Day PD
Friday,	February 12, 2021	½ Day Students, ½ Day PD
Friday,	March 19, 2021	½ Day Students, ½ Day PT Conferences
Friday,	May 28, 2021	½ Day Students, ½ Day PD

Middle School

Wednesday,	September 2, 2020	Full Day PD
Thursday,	September 3, 2020	Full Day PD
Tuesday,	September 8, 2020	½ Day Students, ½ Day PD
Friday,	October 16, 2020	½ Day Students, ½ Day PD
Wednesday,	November 4, 2020	Full Day PD
Tuesday,	November 24, 2020	½ Day Students, ½ Day PD
Friday,	January 29, 2021	½ Day Students, ½ Day Records
Friday,	February 12, 2021	½ Day Students, ½ Day PD
Friday,	March 19, 2021	½ Day Students, ½ Day PD
Friday,	May 28, 2021	½ Day Students, ½ Day PD

High School

Wednesday,	September 2, 2020	Full Day PD
Thursday,	September 3, 2020	Full Day PD
Tuesday,	September 8, 2020	½ Day Students, ½ Day PD
Friday,	October 16, 2020	½ Day Students, ½ Day PD
Wednesday,	November 4, 2020	Full Day PD
Tuesday,	November 24, 2020	½ Day Students, ½ Day PD
Friday,	February 12, 2021	½ Day Students, ½ Day PD
Friday,	March 19, 2021	½ Day Students, ½ Day PD
Friday,	May 28, 2021	½ Day Students, ½ Day PD

## **Section 1.6B School Calendar**

The Association agrees to comply with the State of Michigan's legal requirements for Professional Development. No later than March 1, a committee to include Board and Association representatives will be convened to collaboratively determine the Professional Development calendar for the following school year. The primary goal for the committee will be to schedule Professional Development activities outside of the scheduled school year if full per diem compensation is available from Section 95 of the School Aid Act (P.A. 297 of 2000). Building staff shall be involved in designing professional development activities for their building.

## **Section 1.7 Professional Grievance Procedure**

### **A. Definitions**

1. A "grievance" shall mean an allegation by an identified teacher, or group of teachers, of a violation of the express terms of this Agreement. A "grievance" shall not include any of the following:
  - a. Termination of services or of failure to reemploy any probationary teacher;
  - b. The termination of services or failure to employ or reemploy any teacher to a position on the extracurricular schedule;
  - c. Provided, however, the matters referred to in a and b above may be referred as a grievance up to and including Level Three as set forth in Section E below but shall not be submitted to Level Four.
  - d. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (i.e. discharge and/or demotion).
  - e. The grievance procedure shall not apply to any matter for which State or Federal law prescribes a procedure or authorizes a remedy (Civil Rights Act, etc.)
2. The "aggrieved person" is the person making the claim.
3. The term "teacher" includes any individual who is a member of the Bargaining Unit covered by this contract.
4. A "party of interest" is the person who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean school days, except that during the summer, it shall mean when the school district's central office is open for business.

**B. Purpose:**

- 1. The primary purpose of this procedure is to secure, at the lowest level possible, solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or proceeding independently as described in Section E of these procedures.**

**C. Basic Principles:**

- 1. Every teacher shall have the right to present grievances in accordance with these procedures.**
- 2. All discussions shall be kept confidential during procedural stages of the resolution of a grievance, unless prohibited by law.**
- 3. No reprisals of any kind shall be taken by or against the party of interest or any participant in the grievance procedures by reason of such participation.**
- 4. The failure of an administrator at any level to communicate his/her decision to the teacher within the proper time limits, shall permit the teacher to proceed to the next level within the time allowed, had the decision been rendered on time.**
- 5. The failure of a teacher to appeal a decision to the next higher level within the proper time limits shall constitute acceptance of the last written decision and shall bar future action on the particular grievance.**
- 6. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that the teacher may, in no event, be represented by an officer, agent, or other representative of any organization other than the Association. Provided further when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing after Level One.**
- 7. A grievance may be withdrawn at any level without prejudice. However, if, in the judgment of the Association Representative or the Professional Rights and Responsibilities Committee, the grievance affects a group of teachers, the Professional Rights and Responsibilities Committee may process the grievance at the appropriate level, but not to exceed Level Two.**
- 8. The grievance discussed and the decision rendered at all levels shall be in writing on the established form, and shall promptly be transmitted to all parties of interest.**
- 9. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.**

10. Forms for filing and processing grievances shall be designed by the Administration and the Professional Rights and Responsibilities Committee, shall be prepared by the Administration, and shall be given appropriate distribution so as to facilitate the operation of the grievance.
11. All parties shall have access to all available information necessary to the determination and processing of the grievance.
12. Notwithstanding the expiration of this Agreement, any claim or grievance arising prior to its expiration or based upon an incident, which occurs prior to its expiration, may be processed through the grievance procedure until resolution.

**D. Structures:**

1. There shall be one Association Representative (Building Representative) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the Professional Rights and Responsibilities Committee is a party in interest to any grievance, he/she shall disqualify himself/herself and a substitute shall be named by the Association.
3. The building principal or supervisor shall be the Administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the Superintendent or his/her designee as its administrative representative when the grievance arises in more than one school building.

**E. Procedure:**

The number of days indicated in each level shall be considered as a maximum and every effort shall be made to expedite the process. Time limits may be extended only in writing by mutual consent.

1. Level One:
  - a. In the interest of maintaining harmonious relations, a teacher with a grievance shall first meet informally with his/her building principal within ten (10) days of the alleged violation, misinterpretation, or misapplication of this Agreement, or his/her knowledge thereof, in an

effort to solve the problem. If the teacher's concern is not satisfied within five (5) days of the meeting, he/she may proceed to Step 1.b.

- b. The teacher may submit the grievance in writing on the established form to his/her building principal. The building principal will arrange a conference with the teacher within twenty (20) days of the alleged violation, misinterpretation, or misapplication of this Agreement, or his/her knowledge thereof, in an effort to solve the problem. The building principal shall dispose of said grievance in writing on the established form within ten (10) days of said conference.

**2. Level Two:**

- a. In the event the teacher is not satisfied with the disposition at Level One, the teacher may file the grievance with the Association's Professional Rights and Responsibilities Committee. Said filing must be in writing on the established form and be within ten (10) days of the receipt of the disposition made at Level One.
- b. Within ten (10) days of the receipt of said grievance from the teacher, the Professional Rights and Responsibilities Committee shall:
  - (1) File the grievance in writing on the established form at the Office of the Superintendent of Schools or his designee, if it decides there is a legitimate grievance; or,
  - (2) Notify the teacher in writing if it decides there is not a legitimate grievance. In this event, the teacher may continue to process the grievance by filing the same in writing on the established form at the Office of the Superintendent of Schools, or his designee, within ten (10) days of receipt of said notification.
- c. Within ten (10) days from the receipt of the written grievance on the established form, a hearing will be conducted by the Superintendent or his/her designee. Within ten (10) days after the hearing, the Superintendent or his/her designee shall render a decision in writing.

**3. Level Three:**

- a. In the event the aggrieved person is not satisfied with the decision at Level Two, he/she may refer the grievance in writing on the established form through the Professional Rights and Responsibilities Committee to the Board of Education's Review Committee. Said filing must be in writing on the established form and be within ten (10) days of the receipt of the disposition made at Level Two.
- b. Within ten (10) days from receipt of the written referral to the Board,

its review Committee shall meet with the aggrieved person(s) and representation from the Association's Professional Rights and Responsibilities Committee for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days after the hearing is conducted.

**4. Level Four:**

- a. If the Association is not satisfied with the disposition of the grievance by the Board's Review Committee or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration by filing a Demand for Arbitration with the American Arbitration Association within ten (10) days. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.**
- b. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties.**
- c. The powers of the arbitrator are subject to the following limitations:**
  - (1) He/she shall have no power to add to, subtract from or modify any of the terms of this agreement.**
  - (2) He/she shall have no power to establish salary schedules.**
  - (3) He/she shall have no power to change any practices, policies or rules of the Board or substitute his judgment for that of this Board as to the reasonableness of any such policy, practice, rule or other action taken by the Board.**
  - (4) He/she shall have no power to decide any questions, which under this agreement are within the responsibility of management to decide. In rendering decisions an arbitrator shall give due regard to the responsibilities of management and shall so construe the agreement that there shall be no interference with such responsibilities except as they may be specifically limited by this agreement.**
  - (5) He/she shall have no power to interpret State or Federal law.**
  - (6) After a case on which the arbitrator is employed to rule herein has been referred to him/her, it may not be withdrawn except by mutual consent.**

- (7) More than one grievance may not be considered by the arbitrator at the same time except upon the express written mutual consent and then only if they are of similar nature.

### **Section 1.8 Negotiation Procedures**

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall, upon written request, be subject to professional negotiations between them from time to time during the period of this Agreement provided there is mutual consent to enter into such negotiations.
- B. In the event the salary schedule is reopened by mutual consent for negotiation as provided in Section V of the Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least by May 1, of the year of 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.
- C. In any negotiations described in this Section, neither party 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. 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.
- D. The Board agrees to furnish to the Association, in response to written requests, information concerning the financial resources of the district, budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- E. The Association will confer with the Superintendent from time to time concerning fiscal tax programs affecting the District and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

# SECTION II

## EMPLOYMENT RELATIONSHIPS

### Section 2.1 Vacancies, Promotions and Transfers

- A. A vacancy shall be defined as a position without an incumbent because the position is newly created or because the person holding the position has quit, retired, died, or has been discharged and the Board has determined to fill such position.
- B. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy through the school news bulletin and shall direct a copy of the posting by registered or certified mail to the Association President and to each laid-off teacher. The Association President and each laid-off teacher shall provide the Administration with his/her current mailing address, including summer mailing address where applicable. Any teacher may apply for any vacancy for which he/she is qualified.
- C. Whenever a vacancy occurs during the normal summer months when regular school is not in session, the following procedure shall be followed:
  - 1. Teachers with specific interest in possible vacancies will notify the administrative office of their interest, in writing, prior to the last regular week of school and shall include a summer address.
  - 2. Should a vacancy occur, the teachers who have expressed an interest in said position shall be contacted by the administrative office and notified of the vacancy.
  - 3. The teachers so notified shall have the responsibility of contacting the Administrative Office indicating their interest in said position.
- D. Special talents or expertise needed on the school district staff should be sought through retraining of existing staff wherever possible.
- E. In the event a position is unfilled because the incumbent will be on a leave of absence for up to either a given school year, or for up to twelve (12) calendar months (if the leave begins after the start of a school year), the Board may fill the position with substitute teacher(s) hired by the Board or retained through contracting/subcontracting as allowed by the Revised School Code. Should the leave of absence be renewed or extended so that the length of the original leave plus the renewal or extension exceeds one full school year or twelve (12) calendar months, beginning with either the next school year or the thirteenth (13) calendar month as appropriate, the

unfilled position shall be treated as a temporary vacancy and posted and filled in accordance with Section 2.1.

## **Section 2.2 Teacher Rights**

- A. Pursuant to Act 379 of the Public Acts of 1965, hereinafter referred to as "The Act", the Board hereby agrees that every teacher of the Public Schools of Petoskey shall have the right freely to organize, join and support the Northern Michigan Education Association of Petoskey for the purpose of engaging in collective bargaining or negotiation for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in activities of the Association or collective professional negotiations with the Board, or his/her institutions of grievance, complaint or proceeding under this Agreement or otherwise with respect to terms or conditions of employment.**
- B. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship. Religious or political activities of any teacher or the lack thereof shall not be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board as long as it is consistent with the high standards which the teaching profession has set and does not impair his/her ability to function effectively as a teacher in the school.**
- C. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall, within the parameters of the law, be applied without regard to race, creed, religion, sex, color, national origin, marital status, or age.**

- D. A teacher will have the right to review the contents of all records, excluding initial references, of the district pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such review.**
- E. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency, as provided in the Act.**
- F. Association members who are employed by the Board shall have the right to use school facilities at reasonable hours for association meetings upon approval by the principal.**
- G. In the event that formal disciplinary action needs to be taken against a teacher, that teacher shall be entitled to have present a representative of the Association.**
- H. Any formal complaint of a serious nature against a teacher by a parent, student, or other person will be promptly called to the attention of the teacher once the investigation has been completed. No such complaint will be included in the teacher's personnel file unless and until the teacher has been informed of the complaint and the identity of the complainant is made known to the teacher. If the material to be placed in the file is illegal or in error, the material will be corrected or expunged from the file, whichever is appropriate. When a teacher is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. For purposes of this section "complainant" shall be defined as a person who will be regarded by the Board as the primary source for the allegation(s) against the teacher.**
- I. A bulletin board and daily access to e-mail on a district computer as well as other established media of communication shall be made available to the Association and its members within each building where Bargaining Unit Members report for duty.**
- J. The Association Members shall be permitted to use school equipment including phones, computers, typewriters, mimeograph machines, calculation machines, and audio-visual items, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.**

- K. In the event that a Freedom of Information Act (FOIA) request for information contained in a Bargaining Unit Members personnel file is received, the Administration shall promptly inform the member of the request and shall take the maximum time allowed by law to respond to the request. The intent of this provision is to allow the member sufficient time as allowed by law to protect his/her interests and privacy through legal action of his/her initiation.**

### **Section 2.3 Teaching Loads and Assignments**

- A. The regular weekly teaching load in the high school will be no more than twenty-five (25) teaching periods or supervised study periods and five (5) unassigned conference periods. The regular weekly teaching load in the middle school will be no more than thirty (30) hours, not including lunch or passing time, but including five (5) unassigned conference periods (of equal duration to teaching periods).**

**The regular daily teaching load in the high school and middle school would be from 8:15 a.m. to 3:10 p.m. or the equivalent each day with 1/2 hour lunch period. The regular daily teaching load in the elementary schools would be from 8:10 a.m. to 3:05 p.m. or the equivalent each day with a forty (40) minute lunch period.**

**The above loads, minutes, and/or lunch periods may be adjusted by mutual agreement between the Board and the Association in order to meet State requirements. The Board and the Association agree that the responsibility for supervising students will be shared among the teachers on an equitable basis in the building concerned. This includes supervision of extra-curricular activities, except that teachers shall not be required to accept positions as high school class advisors unless acceptable applicants are not forthcoming, then the administration may fill the position by appointment. Such appointment shall be on a rotating basis. All teachers shall have a duty-free lunch, the duration of which shall not be less than the lunch period provided for students in that building.**

- B. All teachers shall be given notice of their tentative teaching schedules for the forthcoming year by July 15. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades or midyear transfers will be notified and consulted by their principals prior to such change.**
- C. All elementary teachers shall have at least two hundred twenty-five (225) minutes per week released time to be used for preparation, provided such time may include time when their class is attending essentials classes, including but not limited to technology, art, music, recess or physical education, but shall not include the time before or after classes begin or end. This does not require the**

Board to provide these special classes and does not require any special classes that are missed to be made-up for any reason. Such preparation time as provided above shall be in blocks of at least twenty-five (25) minutes duration, except for recess which may be in twenty (20) minute blocks. Any shortage of prep time shall be made up scheduling preparation time coordinated through their building administrator.

- D. If necessary, each elementary principal will consult with his/her teaching staff members to develop a shared recess supervision schedule and to coordinate the school schedule relative to art, music, physical education, media center, and computer lab. The purpose of this cooperative effort is to enhance the opportunities for planning time, as uniformly as possible and common when practicable. Recess time shall not exceed twenty (20) minutes and must be supervised.
- E. Teachers shall not be required to make home visits with students and/or parents as a part of their duties. Teachers agreeing to make such visits shall:
  - 1) be authorized by the appropriate administrator; and
  - 2) be reimbursed for mileage at the IRS rate.

#### **Section 2.4 Teacher Evaluation**

- A. The building administrator(s) evaluation shall be sent to the administration building and placed in the personnel records by the end of the school year.
- B. A teacher who disagrees with an evaluation or recommendation made by this evaluation procedure may submit a written answer which shall be attached to the file copy of the evaluation in question.

#### **Section 2.5 Reduction in Personnel, Recall, Seniority**

- A. The parties hereto acknowledge, appreciate, and agree that it is within the sole discretion of the Board of Education to reduce, terminate, modify and/or suspend any and all educational programs or activities because of student enrollment, financial ability, interest, and/or demands, the existence or merits of which shall be determined by the Board of Education.
- B. The Board shall endeavor to give notice of layoff to individual teachers involved at least thirty (30) calendar days prior to the effective date of the layoff. Example: The District determines layoffs are necessary effective September 1, 2013. The District would provide notification to the employee no later than August 1, 2013.

- C. A laid off teacher may continue his/her health, dental and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits as stipulated by the insurance carrier.
- D. Should the Board Choose to initiate a recall, notice of recall shall be sent by certified or registered mail to the teacher's last known address. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. The Board's obligations regarding recall of a teacher shall be fully satisfied if the notice of recall is sent to the teacher's last known address. The teacher will have fourteen (14) calendar days to indicate his/her desire to accept or reject an offer of recall, and the fourteen (14) calendar days shall commence running on the date the notice of recall is received. In the event a teacher does not respond within the fourteen (14) calendar day period, the teacher shall forfeit his/her rights to the position and his/her name shall be placed at the bottom of the seniority (recall) list. A laid off teacher employed under contract by another school district may refuse recall; however, if the teacher is offered a position for the next school year the teacher's refusal of the offer shall constitute the teacher's resignation and employment shall automatically terminate.
- E. Seniority shall be determined by the total length of service with the Petoskey Board of Education beginning with the effective date of the person's most recent employment, not the date on which the Board approved the appointment. In the event of a tie in seniority placement, the administration, the association and the members involved shall hold a drawing to determine the order of seniority for members holding the same seniority placement. This drawing shall be conducted by the administration and shall be done openly by either drawing straws or picking numbers out of a container, with the methodology for determining the winner explained before the drawing occurs.
- F. Seniority shall be maintained when teachers are on approved leave (military, study, parental (maternity), health, or Association leave).
- G. All seniority is lost when employment is severed by resignation, retirement, discharge for cause. Laid off teachers shall retain all seniority accumulated as of the effective date of layoff, but shall not continue to accrue seniority while on layoff status. A laid off teacher shall lose his/her seniority if not recalled with three (3) years from the date of layoff.
- H. No later than thirty (30) days following the ratification of this Agreement, and by every October 1st thereafter, the Board shall prepare a seniority list and provide it to the Association.

### **Section 2.6 Rights of Board**

- A. There is reserved exclusively to the Board all responsibilities, powers, rights,

and authority vested in it by the laws and constitutions of Michigan and the United States or which have heretofore been properly exercised by it, excepting where expressly and in specific terms limited by the provisions of the Agreement.

- B. It is agreed that the Board retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of this Agreement or violative of law. The Board agrees, however, that prior to the effective date of any such rules or personnel policies established by it related to hours, wages, and working conditions of teachers, it shall give the Association reasonable notice of any proposed rule or policy. Such notification shall be given to afford the Association the opportunity to consult with the Board's representatives as to the same before its effective date. The parties agree that emergency situations may arise where prior notification and consultation are not possible.
- C. Yearly update copies of these rules and personnel policies will be made available in the central office of each school building.

#### **Section 2.7 Teaching and Learning Councils**

- A. Each building will have a Teaching and Learning Council (TLC) to coordinate school-based efforts to improve curriculum, instruction, assessment and student achievement. Each building TLC will be made up of volunteer representatives from all parts of the school program such as teachers from various grade levels, special area teachers, special education teachers, media specialists, and any other staff or community representatives deemed appropriate by the council. The building administrator will chair the TLC. All TLC meetings will be open to any staff member who wishes to attend.
- B. The district will have a Teaching and Learning Council (DTLC) to coordinate district wide efforts to improve curriculum, instruction, assessment and student achievement. The DTLC will be made up of volunteer representatives from each building TLC. At a minimum, each building TLC will appoint one administrator and two teachers to serve on the DTLC. Other DTLC members shall include the district Teaching and Learning Director, Technology Director, Special Education Director, Superintendent and an association representative selected by the Association. Two representatives from St. Francis School and at least one parent/community member will be invited to serve on the DTLC. The District Teaching and Learning Director shall chair the DTLC. All DTLC meetings will be open to any staff member who wishes to attend.
- C. The DTLC is concerned with curriculum, instructional assessment and student achievement matters that have district-wide implications. Matters affecting only one building will be referred to that building's TLC. Neither

the TLC nor the DTLC shall make decisions that are in conflict with this master agreement without the approval of the Board and the Association. All recommendations of these bodies made to the Board shall also be forwarded to the Association.

- D. The DTLC may convene a district-level task force made up of representatives from all buildings and grade levels for intensive study or development of a particular topic, such as a task force to study and propose changes to improve the quality of student writing. Task force members will be selected by the DTLC and will be volunteers.
- E. DTLC and building TLC meetings shall be held as needed (at least 3 times per year) at a time mutually agreed upon.
- F. The Board of Education shall provide for secretarial assistance to the DTLC.

### Section 2.8 Mentor Teachers

- A. Mentor Teachers shall be provided (for three years) as an advisor/resource person to assist new/novice teachers (less than three years of full time teaching experience). Teachers hired with three or more years of teaching experience shall be provided a mentor for at least one year. Additional mentor years beyond the first year shall be at the option of the administration.
  - 1. Mentor teachers shall be tenure teachers.
  - 2. The mentor teacher shall serve on a voluntary basis. Administrators shall make an effort to assign mentors from a related area of expertise, responsibility or experience.
  - 3. The mentor teacher and probationary teacher may have released time if approved by the principal to observe each other or meet to develop instructional units or assessments.
  - 4. The mentor teacher shall not be expected to act in a supervisory capacity over a probationary teacher. The mentor teacher shall not be required to provide information for use in such administrative functions regarding the probationary teacher assigned. The function of mentoring is a responsibility independent of the bargaining unit member's teaching assignment. Complaints against a mentor teacher are subject to Section 2.2.H.
  - 5. The mentor teacher shall assist the probationary teacher in planning with the administration fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher.
  - 6. Mentor teacher positions are not tenured positions, and are yearly appointments. If there are no Bargaining Unit Members qualified for the job, or if Bargaining Unit Members who apply are not qualified for the job, the

manner in which the position will be filled is at the sole discretion of the Board.

7. Mentors are expected to perform the following duties:
  - A. Spend approximately 45 minutes of planned time with the assigned probationary teacher at least twice a month. This time includes weekly in-person or telephone contacts and, if the teacher is having difficulty, impromptu contacts.
  - B. Document all dates of conferences, personal contacts and classroom visits with the assigned teacher in a conference log which is to be provided to the principal at the end of the school year.
  - C. Suggest current research; provide insight and suggestions for improving instruction in both the probationary teacher's subject area and in classroom management strategies.
  - D. At least one planned classroom visit conducted during the year.
  - E. Help the probationary teacher select appropriate in-service days that meet the state guidelines (currently fifteen days in a three year period).
  - F. Mentor and probationary teachers shall attend required meetings or training sessions, not to exceed four (4) per year.
8. The administrator shall have the right to assign a new mentor to a probationary teacher if requested by the probationary teacher or if the mentor is not fulfilling the duties of the position.

**B. Mentor teachers shall be paid:**

<b>1<sup>st</sup> Year</b>	<b>\$600</b>
<b>2<sup>nd</sup> Year</b>	<b>\$400</b>
<b>3<sup>rd</sup> Year</b>	<b>\$200</b>
<b>4<sup>th</sup> Year</b>	<b>\$100</b>

**Section 2.9 ESEA Requirements for Highly Qualified Teachers**

- A. An NCLB committee of three teachers and three administrators shall be formed. The teachers shall be appointed by the Association and the administrators shall be appointed by the Superintendent. The NCLB committee shall meet with teachers who are not highly qualified and review options available to become highly qualified.
- B. A teacher who has been recognized as highly qualified under the NCLB/ESEA in another school district through the portfolio or other process not listed above shall have the right to place that record before the NCLB committee for approval as

**meeting Petoskey standards for such recognition. If approved, the teacher shall be considered as being highly qualified in the appropriate area.**

- C. The district will facilitate teachers in becoming highly qualified through reasonable accommodations to the teacher regarding release time and reimbursement of MTTC fees (once per subject area). Other accommodations would require approval of the Superintendent.**
- D. Bargaining unit members of the NCLB committee shall be given release time as appropriate to attend committee meetings and other approved activities.**

# SECTION III

## TEACHING CONDITIONS

### Section 3.1 Protection of Teachers

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to be charged with responsibility for psychotherapy. The teacher should meet responsibility for discipline in the classroom and wherever practicable throughout the school. The Board will provide classroom teachers with appropriate supports and services to be in compliance with the student's IEP and IDEA Law.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable non-economic assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If a teacher is required to be absent to attend court proceedings or meet with law enforcement and/or judicial authorities as the result of such as assault, the teacher shall be provided with paid leave to do so.
- D. Teachers are expected to exercise reasonable care with respect to the safety of students and property. The Board will provide, without cost to the teacher, public liability coverage through a blanket policy of not less than \$100,000 for each incident to protect teachers if sued for not exercising reasonable care.

### Section 3.2 Teaching Hours

- A. The teacher's normal working hours shall be the following:
  - Elementary: Fifteen (15) minutes before the scheduled start of the school day to twenty-five (25) minutes after school closing.
  - PMS: Twenty (20) minutes before the scheduled start of the school day to twenty (20) minutes after school closing.
  - PHS: Twenty (20) minutes before the scheduled start of the school day to twenty-five (25) minutes after school closing.
- 1. Unless permission is granted by the principal, teachers shall leave school no earlier than outlined in Section 3.2A.

2. **Since the administration allows students into all district buildings prior to the start of classes each day (at a time the administration considers appropriate for that building), and since each teacher's time in the building prior to the scheduled start of the school day for students is working time, teachers may be assigned duties during that time by the administration (examples of such duties would be hall supervision or supervision of students considered to be in detention).**
- B. **The Board recognizes the principle of a standard workweek as outlined in Section 2.3.A., and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such a standard workweek within or outside of any school building; however, a teacher's outside preparation time is not included within the standard workweek. A teacher shall attend all regularly scheduled professional meetings (i.e. building meetings, parent-teacher organization meetings, and other curriculum committee meetings), unless permission not to attend is granted by the building principal. All teachers shall attend and participate in parent-teacher conferences each school year as outlined in section 1.6A.**
  - C. **It is expressly understood by both parties that teachers shall not be required to report for work on days in which school has been canceled (due to inclement weather, fires, epidemics, mechanical breakdown, health conditions or other similar reasons). It is also expressly understood that on days in which school is canceled while in session (due to inclement weather or the other reasons cited above) that teachers may leave fifteen (15) minutes after students have boarded their buses. The Board shall not alter the school calendar to make up these days unless required to do so to satisfy any requirement of the State Board of Education, to satisfy any state or federal law or regulation, or to receive full state aid. Snow days will be made up on consecutive weekdays following the last scheduled school day. The teachers shall work on make-up days without extra compensation.**

### **Section 3.3 Class Size**

- A. **The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.**
- B. **Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever practical and recommend that the Board and the Association work toward a goal of not to exceed twenty-five (25) pupils per elementary**

classroom and will try to equalize all classes at a grade level. At the secondary level it is recommended that the Board and Association work toward a goal of thirty-two (32) pupils per academic class and forty (40) pupils per music class, study hall, and physical education activity class and will try to equalize classes according to class title, as appropriate. Furthermore, vocational and special education programs will be staffed within the requirements of the Michigan Department of Education. Enrollment in special classrooms, i.e., labs, home economics, art, etc., should be within the parameters for which the room was designed. In establishing the class sizes, one of the criterion that will be considered is the placement of special education/504 students.

- C. Prior to the opening of the school year, the building administration will be available to meet with any teacher and/or department head for the purpose of exploring possible alternatives for meeting the goals of 3.3.B.

#### **Section 3.4 School Equipment and Instructional Materials**

- A. The Board recognizes that appropriate texts, reproducible student materials, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The administration and teachers may confer from time to time for the purpose of improving the selection and use of such educational tools and for the purpose of improving the school curriculum. The administration and teachers are encouraged to confer prior to the submission of requisitions. The administration and Board will confer upon the recommendations and if in agreement, will promptly implement the decisions.
- B. The Board agrees at all times to make reasonable efforts to keep the schools reasonably and properly equipped and maintained.
- C. The Board shall have the discretion to authorize aides in the school whenever the Board believes teachers should be relieved of certain non-professional duties. The aides may handle inventorying of supplies and equipment, duplication of teaching materials, operating audio-visual equipment, collecting monies for milk and lunch, and similar non-professional responsibilities.
- D. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- E. The Board shall make available in each school: lunchroom, restroom, and lavatory facilities exclusively for adult use.
- F. Telephone facilities shall be made available to teachers for reasonable use. Personal long-distance calls shall be excluded.

- G. Adequate parking facilities shall be made available to teachers.
- H. The Board agrees at all times to maintain an adequate list of substitute teachers insofar as possible. Teachers shall be informed of a telephone number, which they may call, and the appropriate times to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. It shall be the responsibility of the teacher to notify the building administrator or designee of his/her availability for work before the close of the school day prior to his/her return.

### **Section 3.5 Least Restrictive Environment and Medically Fragile Students**

- A. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual with a disability should participate in regular education programs and services involves consideration of that individual's unique needs as determined by an Individual Educational Planning Committee (IEPC). It is further acknowledged and recognized that the general education classroom teachers and appropriate special education teachers, together with the administration, are jointly responsible for implementation of the IEP and for attending to the educational needs of special education students assigned to the teacher's class. Teachers agree to cooperate in the delivery of special education and related services as those terms are defined in State and Federal law and regulations.
- B. If delivery of related school health and/or hygiene services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act; those functions shall be performed by a qualified person. Where clean intermittent catheterization, nasal suctioning, tracheotomy care, toileting and similar procedures are necessary to maintain a student in the classroom, appropriate training will be provided to each teacher (prior to the placement of that special education pupil in the teacher's room, when practicable). This training shall include an explanation of procedure(s) for delivery of the school health or hygiene service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification, or termination of the procedures. However, when such services are necessary, they shall be performed by the school nurse, health care aide or trained para- professional whenever practicable.
- C. Teachers shall not be required to handle toileting needs and/or dispense or administer medication to students, unless the teacher volunteers to do so and there is a written parental (guardian) request and written instructions from a physician. The teacher shall comply with the instructions of the physician and

shall administer medication in the presence of an adult.

- D. On a case-by-case basis, the Superintendent or his/her designee will determine what training and other support should be provided to a teacher who will be providing instructional or other services to an individual with a disability.**
- E. The Board shall provide, at Board expense, liability insurance coverage in the amount of one million dollars (\$1,000,000) on each teacher for duties performed pursuant to this section. If the Board fails to provide said insurance coverage, the teacher shall be indemnified and held harmless by the Board for the performance of such services under the circumstances and conditions set forth herein.**
- F. Teachers shall be expected to attend Individual Educational Planning Committee (IEPC) meetings to which they are invited. Those teachers invited to the meeting will be given at least 24 hours notice of the time of the meeting. Attendance at IEPC meetings held before or after contract hours is encouraged, but shall be voluntary. An administrator or his/her designee will be present at the IEPC meeting(s). When the Administration provides appropriate training to teachers, as determined by the Superintendent or his/her designee, the Administration will consult with the teacher(s) involved regarding the training schedule.**
- G. For the purposes of this article, the term “School Health Services”, shall mean any act or function constituting the “Practice of Medicine” within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).**
- H. In an effort to comply with the goal of least restrictive environment for all special education students, the Board will work toward a goal where general education and special education teachers who are assigned to co-teaching classes, are given a common preparation period for planning purposes. Building level administrators will work with the participating teachers to complete a written explanation of expectations and goals for the teaching arrangement.**
- I. When a special education/medically fragile student requires special restraints, procedures or accommodations outside what is reasonably expected within the traditional classroom, general education and special education teachers, who provide services to these students, shall be provided with all appropriate and necessary training in order to provide services in compliance with such students’ individualized education plan.**
- J. General education and special education teachers shall be granted release time, when requested by the teacher(s) and approved by the building principal, for the purpose of planning appropriate delivery techniques and support services in order to be in compliance with student individual education plans.**

# SECTION IV

## LEAVES-OF-ABSENCE

### Section 4.1 Illness, Disability and Family Care

- A. All teachers absent from duty because they are physically unable to work due to personal illness, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery, shall be allowed full pay for each day absent up to a total of eleven (11) days per school year, accumulative to 180 days. No more than thirty (30) days per pregnancy can be used for maternity purposes against the teacher's accumulated total of Personal Business Days and Illness, Disability and Family Care Days unless the teacher is physically unable to work due to personal illness. Maternity leave shall be defined as the first thirty (30) weekdays immediately following the birth of the child or children. Maternity leave may be used in addition to FMLA days. The Board, at its sole discretion, may grant an extension of sick leave in unusual circumstances.

In maternity leave cases, a teacher shall have the right to substitute paid leave for unpaid FMLA leave chargeable against the teacher's accumulated total of personal business days and illness, disability and family care days. The maximum allowable is thirty (30) consecutive days per pregnancy. These paid FMLA days shall be calculated using the lesser number of the following options:

- The number of the teacher's accumulated total of personal business days and illness, disability and family care days.
  - Thirty (30) days minus the number of days already used for maternity leave.
1. Up to five (5) days per death from the allocation of eleven (11) days in Section 4.1.A. above, may be used for death in the immediate family. Members of the immediate family shall be defined as spouse, mother, father, legal guardian, aunt, uncle, children and their spouse, brothers, sisters, and spouse, grandparents and grandchildren as well as the same members of the spouses' family. Any requests for absence beyond five (5) days due to death in the immediate family must be submitted to the Superintendent of Schools and, if granted, would be chargeable against the teacher's accumulated allowance for illness, disability, and family care. Additionally, each teacher may use one paid day per year to attend the funeral of any person of importance to the teacher, but not a member of the immediate family as described above. Such day shall be allocated in accordance with this section.

2. **A total of eight (8) days per illness may be allowed from the teacher's accumulated allowance for illness, disability and family care in Section 4.1.A. above, for an emergency illness in the immediate family. Any request for absence beyond those days set forth above, due to illness in the immediate family, must be submitted to the Superintendent of Schools and, if granted, would be chargeable against the teacher's accumulated allowance for illness, disability, and family care.**
3. **If a teacher requests an extension of sick leave due to unusual circumstances, the Board, or its designee, at its sole discretion, may require the teacher to submit a statement in writing from the teacher's Medical Doctor indicating the teacher is physically unable to work due to personal illness.**
4. **The sick leave of eleven (11) days per year, accumulative to 180 days, referred to in Section 4.1.A. above, shall be deducted only at the commencement of each school year and shall not exceed 180 days at that date. Sick days used during that school year shall be deducted from said 180 total.**
5. **For members with ten (10) years or more service with the district, the number of illness, disability and family care days accumulated in addition to the number of personal business days accumulated upon retirement, death, or other termination of employment with the school system shall be paid out at the rate of thirty five dollars (\$35.00) per accumulated day. This payment shall be made to the former employee within one month of the employee's last working day.**
6. **Any teacher who wishes may donate up to five (5) days of his/her accumulated sick days to another teacher facing personal long-term illness or the long-term illness or death of an immediate family member. Requests to donate must be made in writing and are irrevocable once accepted by the superintendent.**

**To be eligible to receive donated days, the teacher must have exhausted all available sick and personal days, and are not otherwise receiving any related compensable benefits such as disability or worker's compensation. The recipient teacher shall receive no more donated days per calendar year than necessary to qualify for long-term disability, or worker' compensation benefits, unless approved by the superintendent. In cases where the member cannot or does not qualify for long-term disability or workers compensation benefits, the maximum donated days plus the member's own sick and personal days shall not exceed 90 days per school year, unless approved by the Superintendent.**

- B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall be permitted to use any of his/her accumulated sick days to make up the difference between the allowance under the Workers' Compensation Law and his/her regular net salary.**
- C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick-leave available shall be granted a leave of absence without pay for the duration of the illness or disability, up to one (1) year, and the leave may be renewed each year upon written request by the teacher. The Board may agree to continue to provide the health insurance benefits and other insurance benefits provided for by this Collective Bargaining Agreement for the duration of said leave.**

#### **Section 4.2 Personal Business Leave**

- A. At the beginning of each school year each Bargaining Unit Member shall be credited with three (3) personal business days. Unused days may accumulate to a maximum of five (5) days. No more than three (3) personal business days may be used consecutively. At the end of the school year, unused personal business days may be added to the teacher's accumulated days for illness, disability and family care. The following conditions shall apply:**
  - 1. Persons requesting such leave must do so at least forty-eight (48) hours in advance on a form provided by the Board. Waiver of forty-eight (48) hour notice shall be at the discretion of the principal.**
  - 2. No more than seven (7) such leaves may be granted on any single day; except nine (9) such leaves may be granted for November 15 of each year. Leaves shall be granted in order of receipt thereof.**
  - 3. Personal leave day(s) will not be granted for the records' day at the conclusion of the first semester of the school year, or on the day before or after a school holiday, or on the day before or after a vacation period, or on a day before or after other school recess. Any exception to this will require approval by the Superintendent and will only be given for extenuating circumstances.**

#### **Section 4.3 Leaves of Absence**

- A. The following leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:**
  - 1. Absence when a teacher is called for jury service. On such days the teacher will be paid the difference between the amount received and**

his/her regular salary.

2. **Court appearance as a witness for the Board in any case connected with the teacher's employment or the school or whenever a teacher is subpoenaed to attend any proceeding as a witness. On such days the teacher will be paid the difference between the amount received and his/her regular salary except as provided herein below. This subsection shall not apply to a labor-related dispute where the teacher is subpoenaed to testify on behalf of the Association or against the school district.**

**Should a teacher be subpoenaed as a witness in any non-school related case(s), s/he shall be granted a leave of absence with pay not chargeable against the teacher's allowance subject to the following conditions:**

- a. **If the leave is within the first five (5) such days of such leave granted in any given school year throughout the district, the teacher will be paid the difference between the amount received and his/her regular salary. Should the leave be not totally within the five (5) days referenced above, such time will be pro-rated between "a", "b" and "c", herein, as appropriate.**
- b. **If the leave is not within the first five (5) days of such leave granted in any given school year, but is within the first ten (10) such days, then the teacher shall be paid as provided in "a", above, but must reimburse the employer for the cost of the substitute, if a substitute is used. Should the leave be not totally within the ten (10) days referenced above, such time will be pro-rated between "b" and "c", herein, as appropriate.**
- c. **Should the leave be outside of the first ten (10) days of such leave granted in any given school year, the teacher will be required to utilize his/her personal business day(s) for the leave. Should the teacher not have personal business days available in this situation, s/he shall be granted unpaid leave to cover his/her obligation as a witness.**

3. **Visitation at other schools or for attending approved educational conferences or conventions as approved by the Superintendent of Schools.**

- B. **The following leaves of absence with pay not chargeable against the teacher's allowance may be granted if approved beforehand by the Superintendent of Schools for the following reasons:**

1. **Absence when a teacher is required to fulfill the responsibilities of a civil office or position. On such days the teacher must reimburse the school district the amount of money equal to the cost of a substitute teacher.**
2. **Court appearance as a witness for the Association in any case connected with the teacher's employment or the school or for any other reason, whether subpoenaed or not. On such days, the teacher must reimburse the school district the amount of money equal to the cost of a substitute teacher.**

#### **Section 4.4 Unpaid Leaves**

- A. **The following leaves of absence without pay, when approved by the Superintendent, may be granted upon application for the following purposes:**
  1. **Study related to the teacher's certification. No less than twelve (12) semester hours of graduate level course work at an approved university must be taken and passed successfully during the year of absence, if the teacher is to maintain the right to return to employment in the district.**
  2. **Study to meet eligibility requirements for certification other than that held by the teacher or for advanced degree. No less than twelve (12) semester hours of graduate level course work at an approved university must be taken and passed successfully during the year of absence, if the teacher is to maintain the right to return to employment in the district.**
  3. **Study, research or special teaching assignment involving advantage to the school system.**
  4. **Infant child leave without pay at the request of said teacher. This request must be presented in writing by July 1, prior to the beginning of the next school year. The teacher shall be entitled to return from such leave at the beginning of the school year within fifteen (15) months following the birth or adoption date of the child. A request to return should be made in writing before March 1, of the year in which the teacher wishes to return.**
  5. **Professional and Association Leave. Teachers who are officers of the State or National Association or are appointed to its staff, upon proper application, may be given leave of absence for one (1) year without pay for the purpose of performing duties for the Association.**
- B. **After a teacher has been employed at least seven (7) consecutive years by the Board of Education, and at the end of each additional period of seven (7) or more consecutive years of employment, the teacher may be granted a sabbatical leave of absence without pay (not to exceed two (2) semesters at one**

time), when approved by the Superintendent, upon application for the following purposes:

1. Study related to the teacher's certification. No less than twelve (12) semester hours of graduate level course work at an approved university must be taken and passed successfully during the year of absence, if the teacher is to maintain the right to return to employment in the district.
2. Study to meet eligibility requirements for certification other than that held by the teacher or for advanced degree. No less than twelve (12) semester hours of graduate level course work at an approved university must be taken and passed successfully during the year of absence, if the teacher is to maintain the right to return to employment in the district.
3. Study, research or special teaching assignment involving advantage to the school system.

During the sabbatical the teacher shall be considered to be in the employ of the board, shall have a contract, but shall not receive any pay nor any benefits (however, the teacher may maintain his/her insurance benefits by paying same through the school's business office). The Board shall not be liable for death or injuries sustained by the teacher while on sabbatical leave.

If the teacher satisfies the requirements of the Michigan Public School Employee's Retirement System, MSPERS may permit the teacher, at the teacher's cost, to purchase service credit for the duration of the sabbatical leave.

- C. Leaves of absence shall be granted to any teacher who shall be inducted or recalled for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system, provided they return before or at the opening of the school year following discharge.
- D. Family and medical leave in accordance with the Family and Medical Leave Act of 1993. This section shall not be construed as limiting the right of a teacher to elect to substitute paid leave for unpaid leave in accordance with Section 102 (d) (2) of the Family and Medical Leave Act of 1993.

#### **Section 4.5 Association Days**

The Association shall be granted a total of ten (10) days at the beginning of each school year to be divided up among its officers and/or representatives to attend Association meetings, seminars or workshops. The Association shall give notice of not less than twenty-four (24) hours prior to use of any Association days, however not less than 1/2 day can be taken at any time.

# SECTION V

## COMPENSATION & BENEFITS

### Section 5.1 Insurance Protection

- A. Each teacher shall apply for MESSA PAK insurance Plan A or Plan B as set forth below. The teacher must comply with all requirements for coverage specified by the district, including those for enrollment, active employment, and receipt of agreement for payroll reduction for health insurance premiums. The Board shall provide either MESSA PAK insurance Plan A or Insurance Plan B for a full twelve (12) month period for each teacher and his/her eligible dependents. For less than full-time teachers the amount paid by the Board will be pro-rated.
- B. MESSA PAK - Plan A
1. The Board shall pay 100% of the costs for each full-time teacher and his/her eligible dependents, or a pro-rated amount for less than a full time teacher and his/her eligible dependents, for the following items:
    - a. Delta Dental 100/70/70/70 \$2,000 annual max for class I, II, III. \$3,000 lifetime max for class IV. Two cleanings per year.
    - b. Negotiated Term Life (\$20,000 with AD & D)
    - c. Vision (VSP-3 Gold)
    - d. Long-Term Disability (60% Plan 1)  
\$5,000 maximum  
90 calendar days modified fill, freeze on offsets  
Alcohol, drug addictions (2 years)  
Mental, nervous (2 years)
  2. The Board shall contribute towards a medical benefit plan of the Associations preference for each full-time teacher and his/her eligible dependents. Up to a maximum of two (2) medical benefit plan offerings may be offered to members during any single plan year unless additional offerings are mutually agreed upon by the Association and Board. For a less than full-time teacher, the amount the Board contributes will be pro-rated based on their assignment.
    - a. The Publicly Funded Health Insurance Contribution Act (PA 152) of 2011 sets a limit on the amount that a public employer may contribute to a medical benefit plan. This requires identification of the Medical Benefit Plan Year, which is hereby established as January 1<sup>st</sup>, 2018. For each subsequent year, the Medical Benefit Plan Year shall commence

on January 1<sup>st</sup> and end on December 31<sup>st</sup>. Changes to the Medical Benefit Plan Year shall be agreed upon by both parties in writing.

b. The medical benefit plan chosen by the Association shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and PA 152; including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board. The Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, to avoid any penalties, taxes, or other liabilities chargeable to the Board. The Association shall indemnify the Board for any losses if the plan chosen by the Association results in any penalties, taxes, or other liabilities chargeable to the Board.

1.) On an annual basis, prior to November 1st, the Association shall notify the Board in writing of its chosen medical benefit plan(s) for the upcoming medical benefit plan year. In the absence of written changes, the Board shall not change the existing medical benefit plan then in effect. After November 1st, the Board may prepare and distribute all Section 125 Cafeteria Plan Open Enrollment information, including the calculation of the health insurance contributions required by teachers through payroll deduction, based upon the Association's choice of medical benefit plan.

2.) The Board and the Association may mutually agree to additional changes to the medical benefit plan during other times of the year. Such changes shall be agreed upon at least 70 days prior to expected change date in order to give the employer and the insurance carrier sufficient time to implement the change. The Association shall provide all details necessary for Board implementation, and shall transmit said details to the Board with sufficient notice to allow the Board to implement the agreed upon changes.

c. The amount contributed by the Board toward the annual costs or illustrative rate of the medical benefit plan, plus any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs during the medical plan benefit year shall not exceed the following:

Single Subscriber:	\$ 6,560.52
Individual plus 1:	\$13,720.07
Full Family:	\$17,892.36

**The above amounts shall be adjusted in accordance with Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152) of 2011.**

- d. The employee portion of health insurance premium co-pays will be calculated using the following:**
- 1. Single Subscriber: Cost of Single Subscriber medical benefit plan + Employer contributions to HSA and similar accounts + Employer payments for copays and deductibles – Single insurance cap per the Publicly Funded Health Insurance Contribution Act (PA 152) of 2011.**
  - 2. Individual Plus 1: Cost of Individual Plus 1 Subscriber medical benefit plan + Employer contributions to HSA and similar accounts + Employer payments for copays and deductibles – Individual Plus 1 insurance cap per the Publicly Funded Health Insurance Contribution Act (PA 152) of 2011.**
  - 3. Full Family: Cost of Full Family Subscriber medical benefit plan + Employer contributions to HSA and similar accounts + Employer payments for copays and deductibles – Full Family insurance cap per the Publicly Funded Health Insurance Contribution Act (PA 152) of 2011.**
- e. In the event the Association chooses a medical benefit plan that includes teacher contributions into a health savings account, the Board and the Association must agree upon the amount of the deductible. If the Board and Association are in agreement with the deductible amount, the Board agrees to contribute an amount equal to 100% of the medical benefit plan's annual deductible into an HSA for each teacher who chooses a plan with frontloaded HSA contributions. This contribution will be made on the first day the new plan goes into effect, and then every January 1st thereafter.**
- 1.) In the event that the insurance cap amount per the Publicly Funded Health Insurance Contribution Act (PA 152) of 2011 exceeds the employer-paid costs noted in 5.1.B.2.c, the district shall deposit the difference into an HSA for each teacher. The contribution will be made on the first day the new plan goes into effect, and then every month thereafter.**
  - 2.) All HSA funds will be deposited into accounts of one (1) bank or other Health Savings Account provider as mutually agreed upon by the Association and the Board. Once deposited,**

teachers are free to move the funds into a Health Savings Account of a provider of their choosing.

- f. Any health insurance contributions required by teachers will be automatically deducted from the teacher's pay through payroll deductions, or when payroll deduction does not cover the deduction, paid directly by the teacher. These deductions will be automatically deemed as passing through the Section 125 Cafeteria Plan as pre-tax dollars, unless the teacher indicates otherwise on the appropriate Section 125 Cafeteria plan forms provided by the Board.

If making direct payment, the teacher shall present payment to the Business Office on the 1<sup>st</sup> of the month prior to the date at which payment becomes due. Failure of a teacher to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right to make payroll deduction for any amounts due from the teacher's wages, and shall be held harmless from any liability arising from the deduction.

- g. The parties acknowledge the importance of the employer not exceeding the plan year maximums allowable under the PA 152. As unforeseen factors may occur during the plan year that could increase or decrease the amount of per teacher and total teacher contributions needed to comply with PA 152, the Board may periodically adjust teachers' payroll deductions as necessary in order to be compliant with Section 5.1.B.2 and PA 152. These adjustments shall be communicated in a timely manner to the teachers, and supporting documentation will be provided to the teacher and/or the Association upon request.

- 1.) In the event additional costs are to be incurred by teachers in order to comply with Section 5.1.B.2 and PA 152, the Board shall communicate these adjustments and make the necessary additional payroll deductions no later than 30 days prior to the end of the medical plan year.

- 2.) If a teacher separates from employment, any remaining funds owed to the Board necessary to meet compliance with Section 5.1.B.2 and PA 152 for that teacher will be deducted from any monies owed to the teacher.

**C. MESSA PAK - Plan B**

- 1. The Board shall pay 100% of the costs for each full-time teacher and his/her eligible dependents, or a pro-rated amount for less than a full time teacher and his/her eligible dependents for the following items:

- a. **Delta Dental 100/70/70/70 \$2,000 annual max for class I, II, III. \$3,000 lifetime max for class IV. Two cleanings per year.**
  - b. **Negotiated Term Life (\$20,000 with AD & D)**
  - c. **Vision (VSP-3 Gold)**
  - d. **Long-Term Disability (60% Plan 1)  
\$5,000 maximum  
90 calendar days modified fill, freeze on offsets  
Alcohol, drug addictions (2 years)  
Mental, nervous (2 years)**
- D. If both husband and wife are Bargaining Unit Members, only one shall apply for coverage under 5.1.B above.**
- E. If both husband and wife are Bargaining Unit Members, the member not applying for coverage under 5.1.B above, and any other member not applying for coverage under 5.1.B above, shall receive from the employer a cash payment equal to 60% of the single subscriber amount as adjusted annually under PA 152, as determined by the state treasurer. Members hired prior to September 1st, 2015 shall receive a cash payment of no less than \$5,857.58. The cash payment received may be applied as follows:**
- 1. **Cash added to annual salary**
  - 2. **Applied to the district flexible benefits plan (cafeteria) subject to the terms of the plan**
  - 3. **Purchase of MEA's Fixed Option programs as determined by the Association (executed pursuant to a salary reduction agreement)**
  - 4. **Purchase of any of MESSA variable options (executed pursuant to a salary reduction agreement)**
- F. The Board has adopted a flexible benefits plan, which complies with Section 125 of the Internal Revenue Code (Section 125 Cafeteria Plan).**
- 1. **The Section 125 Cafeteria Plan shall not be modified without the final approval by both parties to this master agreement.**
  - 2. **All cost relating to the implementation and administration of benefits under this shall be borne by the Board.**
  - 3. **Any amounts exceeding the Board subsidy share may be payroll deducted.**

**Section 5.2 – Salary Schedule A**

**2018-19: Improve salary schedule by 1.80% plus Step.**

STEP	BA	BA+20	MA	MA+15	ED/MA+30
0	40,333	41,200	43,835	43,925	46,510
1	42,083	42,854	45,580	46,424	48,370
2	44,950	45,850	48,769	49,670	51,757
3	46,756	47,685	50,718	51,656	53,825
4	48,621	49,594	52,747	53,727	55,982
5	50,562	51,569	54,859	55,872	58,222
6	52,580	53,630	57,046	58,108	60,551
7	54,698	55,780	59,336	60,428	62,971
8	56,880	58,010	61,706	62,851	65,491
9	59,152	60,329	64,175	65,383	68,106
10	61,517	62,738	66,741	67,980	70,833
11	61,517	62,738	66,741	67,980	70,833
12	61,517	62,738	66,741	67,980	70,833
13	61,517	62,738	66,741	67,980	70,833
14	64,912	66,205	70,427	71,722	74,735
15	64,912	66,205	70,427	71,722	74,735
16	64,912	66,205	70,427	71,722	74,735
17	64,912	66,205	70,427	71,722	74,735
18	67,448	68,801	73,174	74,537	77,660
19	67,448	68,801	73,174	74,537	77,660
20	67,448	68,801	73,174	74,537	77,660
21	67,448	68,801	73,174	74,537	77,660
22	67,448	68,801	73,174	74,537	77,660
23	67,448	68,801	73,174	74,537	77,660
24	67,448	68,801	73,174	74,537	77,660
25	68,740	70,092	74,468	75,830	78,954

**2019-20: Improve salary schedule by 2.00% plus Step.**

STEP	BA	BA+20	MA	MA+15	ED/MA+30
0	41,140	42,025	44,712	44,803	47,441
1	42,925	43,711	46,492	47,352	49,338
2	45,849	46,767	49,745	50,664	52,792
3	47,691	48,639	51,732	52,690	54,901
4	49,593	50,586	53,802	54,802	57,101
5	51,573	52,600	55,956	56,989	59,387
6	53,631	54,703	58,187	59,271	61,762
7	55,792	56,896	60,523	61,637	64,231
8	58,017	59,170	62,940	64,108	66,801
9	60,335	61,535	65,458	66,691	69,468
10	62,747	63,993	68,076	69,340	72,250
11	62,747	63,993	68,076	69,340	72,250
12	62,747	63,993	68,076	69,340	72,250
13	62,747	63,993	68,076	69,340	72,250
14	66,210	67,529	71,836	73,157	76,230
15	66,210	67,529	71,836	73,157	76,230
16	66,210	67,529	71,836	73,157	76,230
17	66,210	67,529	71,836	73,157	76,230
18	68,797	70,177	74,637	76,028	79,213
19	68,797	70,177	74,637	76,028	79,213
20	68,797	70,177	74,637	76,028	79,213
21	68,797	70,177	74,637	76,028	79,213
22	68,797	70,177	74,637	76,028	79,213
23	68,797	70,177	74,637	76,028	79,213
24	68,797	70,177	74,637	76,028	79,213
25	70,115	71,494	75,957	77,346	80,533

**2020-21: Improve salary schedule by 2.20% plus Step.**

STEP	BA	BA+20	MA	MA+15	ED/MA+30
0	42,045	42,949	45,695	45,789	48,484
1	43,869	44,672	47,514	48,394	50,423
2	46,857	47,796	50,839	51,778	53,954
3	48,740	49,709	52,870	53,849	56,109
4	50,684	51,699	54,985	56,007	58,358
5	52,708	53,757	57,187	58,243	60,693
6	54,811	55,906	59,467	60,575	63,120
7	57,020	58,148	61,854	62,993	65,644
8	59,294	60,472	64,325	65,519	68,270
9	61,662	62,889	66,898	68,158	70,997
10	64,127	65,401	69,574	70,865	73,840
11	64,127	65,401	69,574	70,865	73,840
12	64,127	65,401	69,574	70,865	73,840
13	64,127	65,401	69,574	70,865	73,840
14	67,667	69,014	73,416	74,766	77,907
15	67,667	69,014	73,416	74,766	77,907
16	67,667	69,014	73,416	74,766	77,907
17	67,667	69,014	73,416	74,766	77,907
18	70,310	71,720	76,279	77,700	80,956
19	70,310	71,720	76,279	77,700	80,956
20	70,310	71,720	76,279	77,700	80,956
21	70,310	71,720	76,279	77,700	80,956
22	70,310	71,720	76,279	77,700	80,956
23	70,310	71,720	76,279	77,700	80,956
24	70,310	71,720	76,279	77,700	80,956
25	71,658	73,067	77,628	79,048	82,305

- B. No deviation to this Master Salary Schedule will be implemented unless otherwise specified in the Master Agreement.**
- C. Non-degree teachers who were employed as teachers prior to September 1, 1978, will be paid 98% of the appropriate step for the B.A. degree of the above salary schedule through Step 18. Non-degree teachers hired on September 1, 1978, or thereafter are to be paid 90% of the B.A. degree in the above salary schedule through Step 10, and shall not be paid beyond Step 10 of the above schedule.**
- D. Credits for BA plus 20 and MA plus 15 must have been earned after receiving a provisional certificate or its equivalent, provided further that five (5) hours have been earned since June, 1967. Further, credits for MA plus 15 must be graduate credits. Any credits earned before September 1, 1990, toward the MA plus 15 that were not graduate credit hours are grandfathered in and will be counted in this calculation. Credits earned after September 2000 to advance laterally must be earned from a college or university accredited by the North Central Association or its regional counterparts within the United States.**
- E. Credit on the salary schedule for prior teaching experience may be allowed up to ten (10) years at the initial time of employment. In circumstances where other work experience is required for certification, five (5) years of credit may be allowed at the initial time of employment, but the total credit granted for teaching experience plus other work experience required for certification will not exceed ten (10) years. Additional remuneration shall be made at 1/6 the rate of the teacher's salary when a teacher is assigned a regular class for the year during his/her preparation period.**
- F. Once documentation for additional credits has been provided by the teacher, adjustments required in salary will be made by the school district within thirty (30) workdays.**
- G. Teachers who work part-time will be prorated accordingly when incrementing them to the next higher step in the salary schedule (i.e. if a teacher works a 50% schedule, then the teacher will only earn half a step for incrementing to the next higher step; likewise a one-third part-time teacher would only earn one-third of a step for incrementing to the next higher step; likewise if a teacher works and is paid for less than a full year, for example if on unpaid leave for two months and teaches eight (8) months, then the teacher receives 8/10ths of a step for incrementing to the next higher step; or, if a teacher comes in late, for example mid-year, then the teacher will receive a proportionate increase based on the number of months worked compared to ten (10) months.**

- H. Part-time contracted teachers will receive benefits pro-rated equal to their contract.
- I. All correspondence course work or course work taken over the internet must be approved in writing in advance by the Superintendent.
- J. Whenever a teacher is requested by the Administration or their designee to substitute for another teacher during the planning period, the teacher who performs the substitution shall be paid thirty (\$30.00) per period. A teacher shall not be required to perform such substitution if another teacher volunteers to do it. Whenever possible, such substitution shall be voluntary.

**Section 5.3 Professional Compensation**

- A. The basic salaries of teachers covered by this Agreement are incorporated into a salary schedule format as presented in Section 5.2. Such Salary Schedule shall remain in effect during the designated periods.
- B. The Salary Schedule is based upon the regular school calendar as set forth in Section 1.6 and the normal teaching assignment as defined in this Agreement. If it is necessary to reschedule one or more lost days in order to comply with a decision of the State Board of Education, State laws or regulations, or receive full State Aid, then teachers will not be paid extra for working the makeup day(s).
- C. The teacher's hourly rate shall be determined in the following manner:

$$\begin{array}{r}
 \text{Teachers' Annual Contracted Salary} \\
 \div
 \end{array}
 \left[ \begin{array}{cc}
 \text{Teachers' Work Days} & \times \\
 \text{Teacher Assignment Hours (6)} & 
 \end{array} \right]
 = \text{Hourly Rate}$$

- D. Teachers involved in voluntary extra duty assignments as set forth in Section 5.4 which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation.
- E. Teachers required, in the course of their work, to drive personal automobiles from one building to another shall receive a car allowance for mileage at the IRS rate. The same allowance shall be given for use of personal automobiles for approved field trips or other business of the school district.
- F. **Early Retirement Incentive:** For the duration of this Agreement, a person employed as a teacher in the Public Schools of Petoskey who completes the full

school year, is eligible to receive an early retirement incentive under the following conditions:

1. Must be eligible for retirement under the Michigan Public School Employees' Retirement System (MPERS), and must have made previous application to the Michigan Public School Employees' Retirement System.
2. Must have submitted a written notice of his/her retirement from the Public Schools of Petoskey. This written notice must be submitted to the Superintendent of Schools by March 1, of the year when retiring.
3. Must have been employed by the Public Schools of Petoskey in the Association Bargaining Unit for a minimum of fourteen (14) years.
4. The financial terms of early retirement incentive will be calculated according to the following:
  - (a) Teachers, who qualify as outlined above, will receive the following additional allowance as a one-time payment upon early retirement. This one-time lump sum allowance or compensation as outlined below is to be based upon the difference between a teacher at BA Step 2 salary and the retiring teacher's actual salary at the time of retirement, not including pay for extra duties.

<b>Year of Eligibility for Retirement</b>	<b>Percentage of Salary Differential Payable</b>
<b>1</b>	<b>50%</b>
<b>2</b>	<b>40%</b>
<b>3</b>	<b>30%</b>
<b>4</b>	<b>20%</b>
<b>5</b>	<b>10%</b>

It is the intention of the parties that if a teacher retires during the first year that the teacher is able to retire, under the conditions set forth in paragraphs 1, 2, and 3 above, the teacher will receive 50% of the difference between a BA Step 2 and the teacher's salary at the time of retirement. (Hypothetically if a teacher was in their first year of eligibility and was at MA plus 15 on Step 18, then the teacher's salary would be \$57,676 using the 2000-2001 salary schedule and the BA Step 2 level would be \$34,782. Therefore, the teacher's one-time lump sum payment would be 50% of the difference between those two, or \$11,447. In further illustration, if a teacher waited until the third year in which he/she were eligible to retire before he/she actually retired, he/she would receive 30% of the difference between the BA Step 2 and their salary, as a one-time lump sum payment).

- (b) **Teachers should consider eligibility per ORS rules for “summer birthdays”. Under these rules, teachers with a birthday in July, August, or September would be “Year 1” eligible in the months prior to that birthday. Teachers in the “summer birthday” scenario would need to apply for this incentive in the spring of year prior to reaching their age eligibility.**

**Example: Teacher A has met all other ORS retirement eligibility requirements except the age requirement. In this example, the age requirement is 55 years old and Teacher A will turn age 55 on August 15, 2018. Under the ORS “summer birthday” rule, Teacher A is eligible to retire on the last day of school prior to turning age 55, which in this example is June 8, 2018. Therefore, in order to qualify for the “Year 1” Early Retirement Incentive, they need to apply prior to March 1, 2018.**

- 5. Should the teacher die before collecting the benefits under either A or B above, the teacher's beneficiary or estate shall receive such benefit(s).**
- 6. The amount of the one-time payment to the eligible retiree, under either 4A or 4B will be made by July 15, of the year when retiring.**
- 7. This compensation is in addition to any retirement plan available through MPSERS.**
- 8. Payments under this plan shall be paid directly into the member’s 403(b) plan as an Employer Contribution. Should the combination of the Employer and Employee contributions for the year exceed the IRS limitations, the payment will be paid up to the maximum allowed by July 15th of the current year with the remainder paid no later than January 15th of the following year.**
- 9. The Association agrees to defend, indemnify and hold the Public Schools of Petoskey and Board harmless from any and all liability, costs and expenses of whatsoever kind or nature, including but not limited to attorney fees, arising from any claim based upon the early retirement incentive language of this section.**

**G. Senior Teacher Compensation**

**For a teacher to be placed on the Senior Teacher Salary Schedule, the following conditions must be met:**

- 1. Completion of twelve (12) years of teaching service in the Public Schools of Petoskey (excluding years of unpaid leave).**
- 2. The teacher must be at a minimum on the 18<sup>th</sup> step of the appropriate**

salary column as set forth in the salary schedule of the Master Agreement.

3. The teacher must submit a written application for placement on the senior teacher step to the school district not later than August 15<sup>th</sup> of any given school year unless approval for later application is given by the Superintendent. Such application shall include, and establish, the teacher's effective retirement date.
4. Should the teacher subsequently decide not to retire, fails to meet the requirements of 5.3.G.5, or terminates employment before their agreed-upon retirement date on their application per 5.3.G.3, application for release from the agreement must be made to the Board in writing. The teacher shall be required to repay the total amount of Senior Teacher Step monies previously paid to him/her with interest at the current market rates of the District's current interest bearing account. The individual requesting release shall repay the district in full within thirty (30) days of the request.
5. The teacher must be eligible, make application, and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System (MPERS) upon completion of the appropriate time period.
6. The individual must be a full-time employee.
7. A teacher who satisfies the requirements to be placed on the Senior Teacher Step, as set forth above, shall be eligible for a payment on the following schedule: two (2) years at \$5,000 per year or three (3) years at \$4,000 per year. This payment will be added to the teacher's salary for those years.
8. Prior to acceptance of the Senior Teacher provision, the teacher must agree to perform approximately no less than sixty (60) and no more than eighty (80) hours per year of various duties in addition to their normal teacher day. A list of acceptable duties will be mutually agreed upon by the teacher, the Association, and the Superintendent of his/her designee. It shall be the responsibility of the teacher to document hours spent performing said duties. This documentation shall be provided to the Business Office no later than the end of each school year.
9. Any payments under this section are in lieu of Section 5.3 F.

#### **Section 5.4 Percentages Paid for Extra Duties**

- A. Appointment to the positions identified in Section 5.4 are not tenured positions, and are yearly appointments. If there are no Bargaining Unit Members qualified for the job, or if Bargaining Unit Members who apply are not qualified for the job, the manner in which the position will be filled is at the sole discretion of the Board.**
  
- B. The percentage of pay is based on the BA schedule with experience figured in years within that extra position. Up to five (5) years credit may be granted in that extra position for experience outside the Petoskey Schools.**

### Art Shows

2% High School Producer  
2% Middle School Producer  
2% Elem. School Producer #1  
2% Elem. School Producer #2

### Advisors

2% Senior Class Advisor  
2% Junior Class Advisor  
2% Sophomore Class Advisor  
2% Freshman Class Advisor  
2% National Honor Society  
2% DECA  
2% FFA  
2% HOSA  
2% Skills USA #1  
2% Skills USA #2  
2% Skills USA #3  
2% PHS MITES #1  
2% PHS MITES #2  
2% PHS MITES #3  
2% Quiz Bowl  
2% FCCLA  
2% Model UN  
2% PHS Youth in Government  
2% PMS Builders' Club  
2% PMS MITES  
2% PMS Youth in Government

### Band-Choir

8% Director of Bands  
8% Assistant Band Director #1  
8% Assistant Band Director #2  
10% Choir Director  
3% Color/Winter Guard  
5% Steel Band Director  
2% Assistant Steel Drum Band Director  
2% Jazz Band Director

### Baseball

8% Varsity Head Coach  
5% Varsity Assistant Coach  
5% J.V. Coach  
4½% 9<sup>th</sup>/J.V. B-team Coach

### Basketball

11% Varsity Head Coach - Boys  
11% Varsity Head Coach - Girls  
7% Varsity Asst. Coach – Boys

7% Varsity Asst. Coach – Girls  
7% J.V. Coach – Boys  
7% J.V. Coach - Girls  
7% Freshman Coach – Boys  
7% Freshman Coach - Girls  
5% 7<sup>th</sup> Grade Coach – Boys  
5% 7<sup>th</sup> Grade Coach – Girls  
5% 8<sup>th</sup> Grade Coach – Boys  
5% 8<sup>th</sup> Grade Coach – Girls

### Cheerleading or Dance Team

(1 of each position total between Cheerleading and Dance Teams)

6.5% Coach – High School - Fall  
6.5% Coach – High School – Winter  
4% Assistant Coach – High School – Fall  
4% Assistant Coach – High School - Winter  
3% 8<sup>th</sup> Grade Coach  
2% 7<sup>th</sup> Grade Coach  
2% 6<sup>th</sup> Grade Coach

### Cross Country

8% Head Coach  
5% Assistant Coach  
4% Middle School Coach

### Enrichment

3% Elementary Enrichment Choir  
2% Math Counts Coordinator

### Football

11% Varsity Head Coach  
7% Varsity Assistant Coach #1  
7% Varsity Assistant Coach #2  
7% Varsity Assistant Coach #3  
7% J.V. Head Coach  
5% J.V. Assistant Coach  
7% 9<sup>th</sup> Head Coach  
5% 9<sup>th</sup> Asst. Coach  
4% 8<sup>th</sup> Coach #1  
4% 8<sup>th</sup> Coach #2  
4% 7<sup>th</sup> Coach #1  
4% 7<sup>th</sup> Coach #2

### Forensics

6% Head Coach  
3% Assistant Coach

### Golf

8% Varsity Head Coach – Girls  
8% Varsity Head Coach - Boys  
5% J.V. Coach – Girls  
5% J.V. Coach - Boys

### High School Department Heads (5 1/2%)

- Science
- Mathematics
- Social Studies
- Language Arts
- Physical Education, Fine Arts, Visual Arts and Health
- Counseling and Intervention Programs
- Vocational Education
- Special Education

### Hockey

11% Head Coach  
7% Varsity Assistant Coach

### Middle School

5% A.M. Intramural Coordinator  
3% Weight-Training Coach  
2% Photography Advisor  
2 ½% Intramural Basketball – Girls  
2 ½% Intramural Basketball - Boys  
2 ½% Intramural Volleyball

### Online Teacher of Record/Summer School/Lunch Supervision (Association Member Only)

\$30.00 per hour

### Plays

5% Director High School Fall Play  
4% Assistant Director High School Fall Play  
(or 2% Designer and 2% Light Technician)  
5% Director High School Spring Play  
4% Asst. Director High School Spring Play  
(or 2% Designer and 2% Light Technician)  
3% Music Director High School  
Spring Play  
5% Middle School Play Director  
4% Middle School Asst. Play Director

3% Middle School Play Music Director  
5% Director Elementary Play  
4% Assistant Director Elementary Play  
(or 2% Designer and 2% Light Technician)  
3% Music Director Elementary Play

### PLC's

4% Kindergarten PLC Leader  
4% 1<sup>st</sup> Grade PLC Leader  
4% 2<sup>nd</sup> Grade PLC Leader  
4% 3<sup>rd</sup> Grade PLC Leader  
4% 4<sup>th</sup> Grade PLC Leader  
4% 5<sup>th</sup> Grade PLC Leader  
4% Elem Essentials PLC Leader  
4% Elem Spec Ed PLC Leader  
4% PMS ELA PLC Leader  
4% PMS Electives PLC Leader  
4% PMS Math PLC Leader  
4% PMS Science PLC Leader  
4% PMS Social Studies PLC Leader  
4% PMS Special Ed PLC Leader

### Robotics

5% High School Coach  
4% PMS Coach

### School Paper

3% High School Advisor

### Skiing

8% Varsity Head Coach  
5% Varsity Assistant Coach  
4% Middle School Coach

### Soccer

8% Varsity Head Coach – Boys  
8% Varsity Head Coach – Girls  
5% J.V. Coach – Boys  
5% J.V. Coach – Girls  
4 ½% 9<sup>th</sup> Grade Coach – Boys  
4 ½% 9<sup>th</sup> Grade Coach – Girls

**Softball**

**8% Varsity Head Coach  
5% Varsity Assistant Coach  
5% J.V. Coach**

**Student Council**

**5% High School Advisor  
2% Middle School Advisor  
1% Central Elementary Advisor  
1% Lincoln Elementary Advisor  
1% Ottawa Elementary Advisor  
1% Sheridan Elementary Advisor**

**Tennis**

**8% Varsity Head Coach - Boys  
8% Varsity Head Coach – Girls  
5% J.V. Coach – Boys  
5% J.V. Coach – Girls**

**Track**

**8% Head Coach – Girls  
8% Head Coach – Boys  
5% Assistant Coach - Girls  
5% Assistant Coach - Boys  
4% Middle School Track Coord.  
4% 6th Grade Coach  
4% 7th Grade Coach  
4% 8th Grade Coach**

**Volleyball**

**11% Varsity Head Coach  
7% J.V. Coach  
5% 9<sup>th</sup> Grade Coach  
4% 8<sup>th</sup> Grade Coach  
4% 7<sup>th</sup> Grade Coach**

**Wrestling**

**11% Varsity Head Coach  
7% J.V. Coach  
5% Middle School Coach #1  
5% Middle School Coach #2**

**Year Book**

**6% High School Advisor  
3% Middle School Advisor**

### **Section 5.5, 403(b) Plans**

- A. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that the vendors included in Schedule B of the plan document as agreed to in section B-1 below shall be the investment providers for the plan.**
  
- B. The parties further understand and agree that the regulations regarding the administration of 403(b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that:**
  - 1. A plan document, consistent with all legal requirements shall be mutually developed by the parties by November 7, 2008.**
  
  - 2. Vendors who elect to cease complying with regulations of the District Administrative Plan as agreed to in Section 1 above shall be removed from the list of potential vendors.**
  
  - 3. The parties agree that new investment providers may be added as needed.**
  
  - 4. The Board will provide timely notice to the Association of proposed changes to the vendors included in Schedule B of the plan document, prior to implementation of the change.**
  
  - 5. All Bargaining Unit Members are eligible to participate in the plan.**

# SECTION VI

## MISCELLANEOUS PROVISIONS

### Section 6.1 School Improvement Plan

The staff and administration agree to participate in a school improvement plan (SIP) with the goal of improving student achievement.

Teacher participation on SIP committees shall be voluntary.

The Board and Association agree to reopen negotiations in regard to SIP language should both the Board and the Association deem it necessary as more information regarding SIP becomes available.

Any decision of the SIP committee that is implemented by the Board and which conflicts with any terms of this Master Agreement shall be a proper subject for the grievance procedure.

### Section 6.2 Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement during the time of the Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Title IX and E.E.O.C. Guidelines: It is agreed between the Board and the Association that Title IX and E.E.O.C. Guidelines will be followed during the life of this Agreement.
- C. Copies of this Agreement shall be furnished at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **Section 6.3 Board Policies**

**Upon ratification of this agreement, the association shall be provided a written copy of all Board policies and procedures within fourteen (14) calendars days. All additions or amendments to the Board policies and procedures shall be provided with fourteen (14) calendar days following the Board taking such action.**

# APPENDIX A

## Staff Acceptable Use Policy

### PUBLIC SCHOOLS OF PETOSKEY

#### NETWORK & ACCESS AGREEMENT FOR STAFF MEMBERS

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_, hereafter referred to as Staff Member, and the Petoskey School District, hereinafter referred to as District. The purpose of this agreement is to provide electronic mail, Electronic Bulletin Board and Internet access for educational and administrative purposes to the Staff Member. As such, this access will (1) assist in the collaboration and exchange of information, (2) facilitate personal growth in the use of technology, and (3) enhance information gathering and communication skills.

The intent of this contract is to ensure that Staff Members will comply with all Network and Internet acceptable use policies approved by the school district.

In exchange for the use of the District Internet resources either at school or away from school, I understand and agree to the following:

- A. The use of the District Network is a privilege which may be revoked by the district at any time and for any reason. Appropriate reasons for revoking privileges include, but are not limited to, the altering of system software, the intentional placement of unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages. The District reserves the right to remove files, limit or deny access, and refer the Staff Member for other disciplinary actions as provided under Section 1.8.
- B. The District reserves all rights to any electronically stored files and may remove any material which the district, at its sole discretion, believes may be unlawful, obscene, pornographic, or abusive, or otherwise objectionable. Staff members will not use their District-approved computer account/access to create, obtain, view, download or otherwise gain access to such materials.
- C. All information services and features contained on District or Network resources are intended for the private use of its registered users and any use of these resources for commercial-for-profit or other unauthorized purposes (i.e. advertisements, political lobbying), in any form is expressly forbidden.
- D. The District and/or Network resources are intended for the exclusive use by their registered users. The Staff Member is responsible for the use of his/her account/password and/or access privilege. Any problems which arise from the use of a Staff Member's account are the responsibility of the account holder. Use of an account by someone other than the registered account holder is forbidden and may be grounds for loss of access privileges. Staff Members shall log off the computer

whenever they are not using it, or lock it whenever they leave the area where the computer is running.

E. Any misuse of the account will result in suspension of the account privileges and/or disciplinary action determined by the District as provided under Section 1.8. Misuse shall include, but not be limited to:

1. Intentionally seeking information on, obtaining copies of, or modifying files, other data or passwords belonging to other users without expressed consent.
2. Misrepresenting other users on the Network.
3. Disrupting the operation of the Network through abuse of the hardware or software.
4. Malicious use of the Network through hate mail, harassment, profanity, vulgar statements or discriminating remarks.
5. Interfering with others' use of the Network.
6. Extensive use for nonwork-related communication.
7. Illegal installation of copyrighted software.
8. Unauthorized downloading, copying or use of licensed or copyrighted software.
9. Accessing, downloading or creating any obscene or objectionable information, language, images or files.

F. The use of district and/or Network resources are for the purpose of (in order of priority):

1. Support of the academic/administrative program.
2. Telecommunications.
3. General Information.

G. The District and/or Network does not warrant that the functions of the system will meet all specific requirements the user may have, or that it will be error free or uninterrupted; nor shall it be liable for any direct, indirect, incidental or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation or inability to use the system.

H. The Staff Member will delete old mail messages from the personal mail directory to avoid excessive use of the electronic mail disk space.

The District and/or Network reserves the right to log Internet use and to monitor electronic mail space utilization by users and will periodically make determinations on whether specific users of the network are consistent with the Acceptable-Use Policy.

I. The Staff Member may not transfer files, shareware, or software that would incur a financial obligation on the part of the District from information services and electronic Bulletin Boards without the permission of the District. The Staff Member will be

liable to pay the cost or fee of any file, shareware or software transferred, whether intentional or accidental, without such permission.

- J. The District reserves the right to log computer use and to monitor fileserver space utilization by users. The District reserves the right to remove a user account on the Network to prevent further unauthorized activity. Personal information should not be stored on network resources.
- K. Software registry will be maintained. Registration of all District software/equipment will be maintained by the District.
- L. Staff shall make a good faith effort to monitor student Internet use. It is recognized that such monitoring is difficult and staff shall not be held responsible for inappropriate student Internet use.
- M. The use of electronic means, including e-mail and internet usage, shall not be referenced in employee evaluations unless usage is in non-compliance with this Network and Access Agreement.
- N. The Staff Member shall not remove District owned technology equipment and/or software from school premises without written permission of the Technology Director or the Building Principal or her/his designee.
- O. Staff shall not obligate the District financially or legally by subscribing to or using fee based on-line services without the prior written approval of the Superintendent or her/his designee.

In consideration for the privileges of using the District resources, and in consideration for having access to the information contained on the Network, or by the Network, I hereby release the District, Network and their operators and administration from any and all claims of any nature arising from my use, or inability to use the District and/or Network resources.

Signature of Staff Member: \_\_\_\_\_

Date: \_\_\_\_\_