

**MASTER AGREEMENT
(CONTRACT)**

between

THE NEGAUNEE PUBLIC SCHOOLS

and the

UPPER PENINSULA

EDUCATION ASSOCIATION

and the

MICHIGAN

EDUCATION ASSOCIATION

2024-26

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NEGAUNEE EDUCATION ASSOCIATION AGREEMENT

This Agreement by and between the Board of Education of the Negaunee Public Schools, hereinafter called the "Board," and the Upper Peninsula Education Association and the Michigan Education Association/National Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing quality education for the children of Negaunee is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service and;

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

WHEREAS, the Board has a statutory obligation, pursuant to 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 which they desire to memorialize.

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

ARTICLE I **Recognition**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel, including personnel on tenure, probation, and classroom teachers, guidance counselors, librarians, speech and hearing therapists, district health coordinator as under contract to the Negaunee Board of Education (whether or not assigned to a public school building), but excluding supervisory and all other executive personnel, office, clerical and non-teaching employees. Any certified and qualified per diem teacher who is employed after the beginning of the contractual year for the remainder of the contractual year shall be required to sign an individual contract. The terms "employees" and/or "teachers" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating units as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of the Agreement.

- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. The term spouse shall be defined in accordance with Michigan law.

ARTICLE II

Board of Education Rights

- A. Except where limited by this Agreement, the Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself those powers and rights conferred upon and vested in it by law and the Constitutions of the State of Michigan and of the United States, including but not limited to the following rights:
 - 1. To execute management and administrative control of the school system and all its properties and facilities and activities of its employees while such employees are on duty.
 - 2. To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion for cause.
 - 3. To establish grades and courses of instruction including special programs and to provide for recreational or social events for students, all as deemed necessary or advisable by the Board.
 - 4. To determine the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
 - 5. To maintain an orderly, effective and efficient operation of the Negaunee Public Schools.
 - 6. To layoff/recall, assign, place, evaluate, determine merit pay.
- B. The express inclusion by an affirmative statement or delineation of any specific rights of the Board elsewhere in this Agreement shall not exclude or diminish those remaining rights and powers not so mentioned and hereby retained by the Board.

ARTICLE III

Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of

the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it 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 membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

It is agreed by both the NEA and Administration that the above contract language is superseded by Section 10 of PERA (MCL 423.210). If this law is repealed, the contract language would stand as written.

- B. The Board specifically recognizes the rights of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency or an arbitrator appointed pursuant to the grievance provisions of this Agreement. The Board and the Association agree to be bound by any lawful order or award thereof pertaining to a grievance. It is not the intention of this section to preclude the use of the courts for the determination of matters related to this article.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meeting - after school hours, and expense incurred will be charged to the Association. Within reason, no teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative 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 Board agrees to comply with the Michigan Tenure Act.

ARTICLE IV

Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect

during the term of this Agreement provided, however, that upon written notice to the other party either party may request the reopening of negotiations of such salary schedule. The reopening of negotiations shall be only by mutual agreement of the parties.

- B. The salary schedule is based upon the contractual days as hereinafter defined by Schedule C (School Calendar). Remuneration shall be according to Schedule A herein attached. At the expiration of the current school year calendar the teacher shall not be considered further obligated to the Board for the duration of the contractual year.
- C. A teacher with a B.A. or B.S. degree only and no additional college work would, to the extent otherwise qualified, receive automatic increases for 10 years. After 10 years that teacher must have earned (any time) 6 additional semester hours beyond the original degree to move to the next step. This process would be continued until the teacher earned 18 semester hours of additional graduate credit and moved to the next column. Those in the B.A. + 18 column would receive automatic increments for 11 steps. After 11 steps they must also earn (anytime) 6 semester hours of additional graduate credit to move to the next step. This educational requirement would continue until the 20th step and last step or a Master's Degree is earned. Credit beyond a Master's Degree for consideration on the salary schedule must be approved in writing by the Superintendent before the course is taken. No credit earned before the Master's Degree is awarded will be considered as credit over and above the Master's Degree. (This does not apply to teachers who are currently receiving such credit or who applied for such credit prior to July 1, 1983.) If a teacher has made diligent effort to obtain either a transcript of their credits or a letter of completion and has been unable to do so, and notifies the Superintendent prior to the beginning of the semester, credit will be given retroactively to the beginning of the semester once the teacher has obtained such transcript or letter of completion.
- D. Credentialing or Licensure Cost Reimbursement
 - 1. An employee may submit for reimbursement for credentialing or licensing costs required to maintain qualifications for the current position they hold.
 - a. If an employee terminates (excluding retirement) their employment with the district, the employee will reimburse the cost of the remaining years on the license.
- E. A teacher agreeing to be a mentor teacher to a new hire or a teacher with an IDP, will be paid \$45/hour for any recorded hours up to 50 hours.
 - 1. Teacher's will be offered mentorships based on effectiveness first, then if two or more are equal, seniority will break the tie. Effective teachers will be given mentorship opportunities on a rotation basis.
 - 2. No teacher will be required to mentor unless no other options are available and a mentor is required by state law.
 - 3. If a teacher with a current IDP is rated "developing" or "needing support", the option

for a new mentor will be made available.

4. Paid mentoring will only occur outside of contracted time. Preparation periods cannot be used for documented time.
5. Hours will be documented in increments of no less than 20 minutes on a log sheet that is shared with the building principal.

F. Credit for new hires for any teaching experience outside the Negaunee School District will be granted by the Board equaling each year of experience taught in a public or private K-12 school setting. This excludes substitute teaching.

1. A one-time adjustment was made to teacher contracts at the beginning of the 2023-24 school year for teachers who had prior experience before their employment with Negaunee Public Schools. A minimum of 0.5 steps and a maximum of 3 steps were earned by teachers with prior experience.

G. The Board will exhaust all options to hire a quality certified teacher before considering a non-certified candidate. In the event that a quality certified candidate cannot be found, credit for new hires with relevant industry experience, who are hired without teaching experience, will be granted by the Board equaling each year of experience worked in the industrial setting. Industry experience may include welding teachers, business education teachers, nurses or speech therapists/pathologists.

H. A teacher shall be required to observe the school calendar as per Schedule C.

I. Each step on the salary schedule shall represent one year of experience. At the beginning of the new school year, all bargaining unit members shall be placed on the salary schedule step that reflects all their years of experience. Health emergencies and family medical emergencies (non-maternity related) resulting in unpaid days from the previous year shall not affect step placement.

J. Any time spent or duties performed with respect to this contract which does not interfere with the instructional duties shall be considered school business.

K. A teacher shall be released from duties for the purpose of participating in area, state, or regional meetings of the Michigan Education Association according to the following:

(Total of 28 association days)

1. Any of these 28 days are for use of state elective or state appointed officers of the Michigan Education Association. On these days the Negaunee Board of Education will pay the substitute salary but will not pay the teaching salary.

2. Any of these 28 days may be used for local Negaunee Education Association business. On these days the Board will pay the teaching salary but not the substitute's salary.
 3. Not more than 3 Negaunee Education Association members may be absent at one time unless approved by the Superintendent or Board.
 4. After a member has served in a statewide position for four years, he will be limited to not more than 12 Association days per year thereafter.
 5. It shall be the responsibility of the Association to notify the Superintendent or his designee at least 3 school days in advance of such leave, otherwise approval by the Superintendent or the Board will be required.
- L. There shall be a single salary schedule for all teachers.
- M. The salaries of teachers employed under supplementary contracts are set forth in Schedule B-1 and B-2 which are attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement provided, however, that upon written notice to the other party either party may request the reopening of negotiation of Schedule B. The reopening of negotiations shall be only by mutual agreement of the parties.
- N. Temporary teachers (and substitute teachers employed for 150 days or more during a legal school year, as defined or modified by the school code) who become regular full-time or part-time teachers for the District without a break in service will be given seniority, and credit for advancement on the salary schedule, based on such continuous service in a teaching position for the District (prorated for less than full-time service in a teaching position).
- O. Extracurricular duties shall be remunerated according to Schedule B and shall be so stated on a supplementary contract at the beginning of the school year unless the need for personnel is only recognized during the year and then the supplementary contract must be prepared as soon as possible after the need has been determined and agreement with the employee and bargaining unit has been reached.
- P. 1. Paychecks will be issued on the 5th and the 20th of each month. If the pay day falls on a weekend or holiday, it will be paid on the prior business day. Teachers will have the option to be paid as follows:
- Option 1:
Twenty-four (24) installments. Teachers will be paid two times per month throughout the calendar year.
- Option 2:
Nineteen (19) installments with a lump sum payment on the 19th installment. Teachers will be paid two times per month throughout the school year with a lump sum payment

on the 19th installment.

2. To insure the maximum benefit, payments to respective insurance companies for employee annuity deductions will be processed and remitted within one week following the second payday of each month.

Q. Traveling teachers shall receive a mileage allowance for travel between schools during the school day for an instructional program with students at the current mileage rate that the Board is paying. Faculty meetings, parental conferences and extracurricular assignments are specifically excluded.

R. The formula for calculating a teacher's daily pay will be that teacher's contractual instructional salary divided by the number of teacher work days in the calendar plus six (6) paid holidays: Labor Day, Thanksgiving, Christmas, New Year's, Good Friday, and Memorial Day.

S. Any teacher, teaching over their full-time teaching class load will receive an additional 1/7 of their teaching salary.

T. Part-Time Employees

1. Prorated contracts for assignments less than full-time are to be computed in the following manner:

Elementary - Based on portion of standard work day taught

Middle School - Full-time 12/12

Part-time 1/12 per class period assignment per semester

High School - Full-time 12/12

Part-time 1/12 per class period (instructional class, student hall, supervision, detention supervision, general (non-schedule B) supervision, department chair duties, curriculum development, staff development) per semester.

2. This section is not to describe full-time employment but to provide a salary calculation formula for less than full-time employment; this formula is not intended to be used to deny full-time status to employees who, because of administrative scheduling in order to serve in two buildings, cannot meet the 12/12.

3. Part-time teachers shall be required to attend staff meetings that are held immediately prior to or succeeding their completion time. All other attendance is voluntary. Teachers not attending accept the responsibility for updating themselves on the meeting's content.

U. If a teacher or coach is required to drive the school "van" to an event to transport students/athletes, they will be compensated at a rate of \$30 per driving hour with students in the vehicle or \$0.50 per mile driven whichever is deemed more applicable by the administration.

Employees driving the school “van” will be 100% covered by the school insurance and will be in no way held liable for any occurrences that are out of their control. Legal protection will be provided as stated in Article XV Protection of Teachers.

- V. If a successor agreement has not been reached by the expiration of the previous contract, insurance premium increase shall not be the sole responsibility of the member. The district will cover the new hard cap amount and the employee will pay the difference.
- W. If a successor agreement has not been reached by the expiration of the current contract, steps and lanes will be granted based on the current contract for the ensuing school year until ratification of a new contract. Pay will be retroactive to the expiration of the previous agreement, with appropriate steps and lanes granted, upon ratification of the new Master Agreement.

ARTICLE V

Work Hours

A. Standard Work Day

- 1. The teacher's normal working day shall be as follows:

Teachers

High School--6 classes of approximately 50 minutes

Starting Time 7:30 a.m.

End of Day 2:46 p.m.

Middle School--6 classes and a home room period of not more than 10 minutes

Starting Time 7:20 a.m.

End of Day 2:36 p.m.

Lakeview School

Starting Time 8:30 a.m.

End of Day 3:46 p.m.

- a. Teachers will still be required to work 7 hours 16 minutes.
- b. Earlier student starting times (and/or revised teacher Starting Times/End of Day) shall be agreed upon by the Administration, the affected teacher(s) and the Association.
- c. To comply with state requirements on the total annual instructional hours, flexibility will be needed in the design of the instructional day. Changes will be made within the parameters of the teacher's standard work day as defined above. The Association will be consulted regarding the design of the instructional day.

2. All teachers shall be entitled to a duty-free lunch period of not less than thirty (30) minutes as defined in each building by the building principal.
3. Work schedules and professional assignments will be confined to the standard work day (including scheduled parent-teacher conferences, evening parent-teacher conferences to be treated as one-half teacher day on the school calendar) except for normal deviations such as, but not limited to, I.E.P.s, meetings with parents, etc. and teachers voluntarily involved in student performing groups or those compensated under the extracurricular schedule.
4. When an occasion arises when a teacher feels it is necessary to leave the building during regular teaching hours while students are in class, the matter must be discussed with and approved by the building principal or his assistant. Teachers may leave five (5) minutes after the students on days when they have to return in the evening for school-related activities or on the day prior to a vacation and on Friday.

B. Preparation Hours

1. For grades 9-12 each teacher's schedule shall include one (1) fifty (50) minute period daily or not less than 250 minutes per week in no less than a fifty (50) minute block for preparation, instructional planning and parental conferences.
2. For grades Junior Kindergarten-grade 8, each teacher's weekly schedule shall include not less than 225 minutes per week for preparation, instructional planning and parental conferences.
3. Elementary teachers will be provided a fifteen (15) minute relief time per day. The teacher will accept the responsibility that the students are properly supervised.
4. Any deviation from the standard preparation periods above shall be mutually agreed between the teachers and the administration. The Association shall be informed of a deviation of a marking period or more.
5. If a teacher is asked to give up their preparation period to cover for another teacher being charged for time off, the covering teacher will be given 1/7 of a day for each preparation period given up. The teacher will be paid \$30.00 for each preparation period given up. The teacher will be paid twice a year, for the preparation period subbing at the end of each semester.

C. Staff Meetings

1. Teachers will attend all building meetings called by the principal that are held during the scheduled work day.

2. A maximum of eight (8) meetings per year may be held outside the scheduled school day. Meetings of less than one hour require 48- hour teacher notification. If a meeting is to be longer than one hour, the principal will give staff five (5) days of notice. A maximum of five (5) of the eight (8) meetings per year may exceed one hour but not more than two hours.
3. At all scheduled staff meetings teachers are to attend, unless excused by the Superintendent or building principal, and are expected to remain until the conclusion of the work day or to the conclusion of the meeting as specified above.
4. The above does not preclude small group meetings as mutually agreed upon between the principal and the teacher(s) involved or in emergencies.

D. School Cancellation

1. Teachers will not be required to report to work when school is canceled due to acts of God, health epidemics or building malfunctions. Teachers will not be required to make up such days unless the day would not otherwise be counted for state aid calculation.
2. If the District decides to have a "late start," due to acts of God, health epidemics or building malfunctions, teachers will not be required to report for duty until thirty (30) minutes prior to the scheduled starting time for students. Teachers will be allowed to leave at their regular dismissal times.
3. If the District decides to dismiss early, due to acts of God, health epidemics or building malfunctions, teachers will be permitted to leave according to the building plan after buses have picked up the students.
4. Teachers will not suffer loss of compensation due to such late starts, early dismissals or act of God/health epidemics/building malfunction days which are not required to be made up.

ARTICLE VI
Teaching Conditions

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure 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 in such a manner that the energy and time of the teacher is effectively utilized. Past practice not already covered that has been accepted as precedent to the system is in effect.
- B. Because the student-teacher ratio is an important aspect of an effective education program, the

parties agree that the class size should be lowered wherever possible and equally balanced wherever possible to the following recommended limits:

1. Junior Kindergarten 25 students
2. Kindergarten 25 students
3. Elementary classes (including all specials) 30 students
4. Special education programs and services:
 - (a) Classroom size and teaching caseloads shall adhere to the general requirements for all programs and services for students with disabilities as outlined by the Michigan Department of Education published in the most recent guidelines of Michigan Administrative Rules for Special Education and permissible deviations.
5. The maximum class size per teacher in the secondary schools shall be-whenever possible as follows:

English	30 students
Social Studies	30 students
General Education	30 students
Mathematics	30 students
Science	30 students
Language	30 students
Business	30 students
Keyboarding	30 students
Industrial Arts	20 students
Speech	22 students
Drafting	30 students
Vocational Shops	20 students
Homemaking	20 students
Music (except instrumental & choral performance groups)	35 students
Art	25 students
Health Education	30 students

C. The Board recognizes that appropriate texts, computer/internet access, 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. (Teachers will confer as necessary with the administration for the purpose of improving the selection and use of such educational tools.) The Board agrees whenever possible to provide rooms for all teachers and to keep them reasonably equipped and

properly maintained.

- D. The Board agrees to relieve teachers of noon hour duty. Those teachers who are willing to work will be compensated as provided for in Schedule B-2. The number and location shall be no less than two (2) positions at the high school, two (2) positions at the Middle School, and one (1) position at Lakeview. This is subject to renegotiation if a need for a split lunch hour is determined and instituted.
- E. The Board whenever feasible shall make available to each school adequate lunchroom and toilet facilities exclusively for adult use. They shall also provide, for use as a faculty lounge, a room appropriately furnished.
- F. Telephone facilities shall be made available to teachers for their reasonable use.
- G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities or the lack thereof by any teacher shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, so long as such activities do not take place during school time or on District property.
- H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without unlawful discrimination on account of race, creed, religion, color, national origin, age, sex, disability or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, disability or national origin and to seek to achieve full equality of education opportunity for all students.
- I. The teaching certificate or permit must be presented at the Superintendent's Office at the opening of the school year by each teacher, including provisional teachers, new to the system.
- J. The Board of Education will provide each teacher with the tuition costs of up to six (6) hours beyond the hours currently required for continuing certification where necessitated by work reassignment. Such hours are not to be used for placement on the salary schedule.
- K. A transcript of all college credits shall be placed on file with the Superintendent of Schools. Proof of successful completion of all subsequent work should be presented before the beginning of the semester or as soon as obtainable from the college or university. No salary adjustment will be made prior to the semester following the filing of the transcript, presentment of letter of completion, or other competent proof of completion.
- L. The Board and the Association recognize that the ability of students to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the student in the classroom. The prime responsibility of the teacher is to teach; and when the

student has difficulty in learning, it is incumbent upon the teacher to seek the help of supportive staff and parents.

- M. The Board agrees that all teaching employees shall possess an approved teaching certificate to the extent required by law. Teachers being paid pursuant to the salary schedule, but with less than a bachelor's degree, will nonetheless receive the B.A. rate of pay.
- N. Teachers shall observe all school policies, rules and regulations. Copies of such policies, rules and regulations shall be made available to teachers upon reasonable request. Policy additions, deletions and revisions shall be given to teachers upon adoption. New teachers shall be appropriately orientated concerning such policies.
- O. All teachers must have seating charts or roll call rosters and lesson plans (adequate to orient a substitute teacher) available at all times.
- P. A ten (10) minute period of transition will be provided for teachers traveling between buildings within the City of Negaunee. Consideration will be given to traveling conditions in inclement weather. Time to travel from one building to another shall not be deducted from scheduled preparation time or duty-free lunch period for teachers who serve in more than one building. As in the past, adjustment by compensatory time or pay will be provided for teachers traveling during their lunch or preparation time.
- Q. Each tenure teacher shall have the right upon request to review the contents of his own personnel file, which shall contain all information pertinent to his employment and position. A representative of the Negaunee Education Association shall be present at such a review but shall observe the contents only upon request of the teacher. Any teacher has the right to file a written response to any evaluation and same shall be included in the teacher's personnel file together with such other materials as the teacher feels may support his/her position. If the teacher believes that material to be placed in his file is inappropriate or in error, he may receive adjustment, provided cause is shown, through the grievance procedure through the Board level. The Board will file its written response. The Board will expunge any material that it deems unfairly inflammatory to the teacher.

ARTICLE VII

Seniority

- A. Seniority will be based upon:
 - 1. Continuous employment beginning with the first day of contracted work for Negaunee Public Schools, excluding extra-duty assignments.
 - 2. Paid leaves and unpaid leaves listed in Articles IX and X or periods of layoff will not count as an interruption of continuous service.

3. No seniority will accrue during the following leaves:
 - a. Sabbatical
 - b. Political
 - c. Association
 - d. Professional
 - e. Layoff
4. In case of military leave, the District will award any pending-promotion interrupted by the military leave or increase in seniority that would have been achieved but for the military leave. Years accrued during a period of military leave will not apply towards completion of the teacher's probationary period.
 - a. If a teacher is required to leave for any military reason, due to their military service obligations, they will receive the difference in pay (as done with jury duty) from Negaunee Public Schools. Teachers will be granted the day(s) off as military leave and will be ineligible to utilize sick/personal days for military purposes unless securing advance permission from the Superintendent in cases of exigent circumstances.
5. Teachers employed under contract for a full school year but less than full-time shall receive seniority credit in proportion to their contract time.
6. Seniority will only be affected by leaves listed in number 3 above.
7. Current bargaining unit members (school year 23-24) with partial years of service due to personal health and/or family health emergencies (non-maternity related) during prior years of employment with the District will be allowed to restore themselves to their rightful year of service (step) by trading sick days in their personal bank for previous unpaid days due to said medical emergencies.
8. All bargaining unit members having the same first date of teaching day shall have a drawing to determine the order of placement on the seniority list before October 1.
 - a. Association representatives and the Superintendent as well as the affected teachers shall be present. Such drawings shall be held at a mutually agreeable time.
 - b. A teacher or the Association may submit corrections to said list to the Superintendent. The list shall be corrected within five (5) working days of such notification.
 - c. A copy of the seniority list shall be given to the Association which includes new hires after their drawing. Teachers on layoff and on leave shall be included on the seniority list.
 - d. The seniority list will be posted and emailed to all teachers by October 1 of each year.

- e. Objections to the seniority list shall be filed within 15 days thereafter the list shall be final and conclusive. Should there be disagreement on the seniority list, the Board and Association shall meet and discuss. If no resolution, the issue may further proceed through the grievance process.
- 9. Part-time teachers/part-time administrators shall accrue seniority for the portion of the workday assigned to teaching, and shall lose no previously accrued seniority.

ARTICLE VIII

Vacancies and Promotions

A. Definition of “Vacancy”

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days.

Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

B. Definition of “Hiring Committee”

A hiring committee will consist of a minimum of two administrators and two teachers from appropriate grade level and/or department. When hiring external candidates, a hiring committee shall be used.

C. Notification (Posting) of Vacancies and Application

Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Building Representatives will be responsible for posting a copy of openings in the Teachers’ Lounge of their respective buildings. Positions will be posted simultaneously both internally and to the public for ten (10) calendar days. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the Superintendent’s office. Preference will be given to bargaining unit members meeting qualifications. When internal bumping occurs in grades Junior Kindergarten-8, building principals will update all qualified teachers through e-mail and teachers will have 48 hours to express interest in the newly opened positions. Said positions shall be filled in accordance with the procedure outlined in Section C below.

Summer Months: During the summer months when regular school is not in session, the

Employer will provide via home and school email to all bargaining unit employees who provide a home e-mail. Positions so posted shall not be released to the public for ten (10) calendar days and will only then be released if a suitable internal candidate is not found. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.

D. Awarding of Vacancies

The Board declares its support of a policy of filling teaching vacancies from within its own teaching staff whenever the same is reasonable. Consideration will be given to experience, qualifications, and length of service in the district.

If more than one internal candidate exists, the most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined as follows:

1. Employees awarded the position must have at least seventy-five percent (75%) of their year-end evaluations as a bargaining unit employee rated as "highly effective" or "effective." In the event no internal employee meets this criterion, then this requirement shall not apply.
2. The teacher's number of years teaching in the grade level or subject area within the district. Partial year teaching in a grade level or subject area shall be credited with a fractional percentage of that year taught, rounded to the nearest tenth.
 - a. Grade level credit for teaching in grades Junior Kindergarten through 6 shall count towards any "elementary vacancy."
 - b. Subject level credit shall be defined as any position relevant to the subject included in the vacancy (e.g.: Math, Science, English, Social Studies, etc.)
 - c. A teacher who is assigned classes in multiple subject areas for any given year shall be credited with one (1) year of teaching experience in each of those subject areas during each of those years (or fractional credit as outlined above for partial year experience).
3. If two (2) or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.
4. Definition of "Transfer"

A "transfer" shall be defined as either a voluntary or involuntary change in

 1. a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit,
 2. grade level(s) included in an assignment in Junior Kindergarten-6,

3. subject area(s) included in an assignment,
4. a non-classroom assignment such as guidance counselor, school nurse, etc., or
5. Special Education assignment such as learning disability, emotionally impaired, etc.

Voluntary transfer awarding of vacancies shall be governed by the language in Article VIII, Section D pertaining to vacancies. Involuntary transfers will be governed by Article IX, Section F.

a. Voluntary Transfers

A request for a transfer into a posted position may be made at any time in writing to the Personnel Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

b. Involuntary Transfers

Involuntary transfers may be affected only for reasonable and just cause. Thirty (30) days notice of the intention to transfer specifying the reasons for the same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes a necessary reduction of force or reorganization, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. Transfers in grades Junior Kindergarten-6 are not considered involuntary. Teachers will not be involuntarily transferred more than once in a five-year period. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Staff Reduction, Layoff and Recall Article IX of this Agreement.

No bargaining unit employee shall be involuntarily transferred to implement a school improvement plan/pilot program developed

pursuant to any enacted State or Federal Laws unless required by that statute.

ARTICLE IX

Staff Reduction, Layoff and Recall

- A. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:
1. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and effective teachers to replace them as allowed by law.
 2. If reduction is still necessary, then tenured teachers will be laid off in inverse order of qualification as defined in Article IX, Section F, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per Article IX, Section F) teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.
- B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article IX, Section F).
- C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than ninety (90) days for layoffs during the school year.
- D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.
- E. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

F. Definitions:

1. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher’s responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

2. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of “qualified” status for any position in the district shall be determined by the process outlined in Article IX, Section F.

- G. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article IX, Section F and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District, and the school year has started, at the time of recall. In such case, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, he/she shall be deemed to have voluntarily quit as set forth above.

- H. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article XXVI until the end of the month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier’s layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

- I. The District will continue medical, dental and vision insurance plans through June 30th for teachers retiring at the end of the school year. For midyear retirees, the district will continue medical, dental and vision insurance plans through the end of the month of their retirement.

ARTICLE X

Sick Leave and Business Leave

A. Sick Leave

1. Each teacher is allowed twelve (12) days per year at full pay for absence for personal

illness of the teacher or any other approved reason by the Negaunee Board of Education or designee. Any past actions or future actions of the Board due to approved reasons for extenuating circumstances has not or will not establish a precedent.

2. These days shall be accumulative. The twelve (12) days per school year shall be prorated for less than full-time teachers. While sick leave days will accrue at the rate of one day for every 15 days paid (not to exceed twelve (12) days per year), teachers may draw against expected accrual for the school year. Should the teacher's active employment with the District cease at any time during the school year the teacher will reimburse the District for any sick days used in excess of those accrued. The teacher, by use of such sick leave prior to accrual, authorizes (without limitation upon other collection remedies available to the District) payroll deduction for recovery of such amount should other mutually satisfactory arrangements not be made.
3. When total accumulated days are used, teachers will receive an additional total of 30 days at one-half (1/2) their daily pay rate. This provision may be used only one (1) time as an employee of the Negaunee School District. Full seniority will accrue during this period.
4. Sick Bank Policy
 - a. This policy will allow Association members to donate up to four (4) accumulated paid sick leave days (Max 2 per request) annually from their own sick bank to the Association bank. Transfer of days will occur by sending an email to the Superintendent's office. Days may only be donated by Association members who have been employed by the district for a minimum of four (4) years and have at least 20 days in their sick bank before donating in any given year. Donors' names and days contributed will remain anonymous. The maximum number of days in the sick bank will be equal to the number of Association members times 3. When the sick bank drops to the number of members in the Association an email will be sent out requesting up to 2 days be donated to replenish the bank. This request will be sent by the union leadership and will only occur in January or June of a given year once the bank has reached the minimum threshold. Retiring Association members with more than the paid maximum days may elect to donate up to 20 of their sick days they will not get paid for, to the sick bank, up to the sick bank maximum.
 - b. Withdrawal approval must be obtained from a committee composed of the Superintendent, 2 PN members and 2 members of the Administration (simple majority for approval). The use of this sick bank shall be limited to major catastrophes. Major catastrophes to be defined as, but not limited to, life altering events not elected by the employee, spouse, domestic partner and/or children such as cancer, deteriorative health impairments, travel/treatment/surgeries related to rare medical conditions and/or death due to uncontrollable outcomes.

Up to 15 days per year may be used for a parent of a member with the aforementioned major catastrophes. The sick bank shall not be used for maternity leave or child care purposes unless associated with a health care problem. Sick leave days cannot be used for retirement purposes.

- c. Members withdrawing from the bank may use a maximum of 60 days per school year. Members receiving sick bank days will continue to accrue seniority.
- 5. If teachers choose to utilize the Sick Bank, they will postpone the option of receiving their additional 30 days at one-half (1/2) their daily pay rate until the following school year.
 - 6. When teachers opt to use their 30 days at one-half (1/2) their daily pay rate first, they may only utilize an additional 30 days from the Sick Bank.
 - 7. If an employee is not sick but a serious emergency exists in the employee's immediate family (husband, wife, children* and mother or father or if there is a member of the household for which the teacher bears the direct and continuing responsibility and if there is no one else available to take charge), the following may apply: Up to five (5) days with full pay charged to the employee's sick leave will be granted with the approval of the Superintendent. Up to an additional five (5) days may be granted with the approval of the Board of Education.
- *"Children" in the above is defined as not married, living at home or as defined in the United States Internal Revenue Code.
- 8. Pregnancy:
 - a. Time necessary for childbirth and recovery therefrom commencing when she is no longer adequately able to perform the duties to which she is regularly assigned.
 - b. Ample notification of the expected delivery date shall be given to the Superintendent in order to avoid any interruption of the educational program or any program for which that teacher has a supplementary contract. The teacher may work as long as her pregnancy does not interfere with her teaching assignments and duties.
 - 9. Pandemic Related Leave
 - a. If an employee is ordered by County Health officials to be physically absent from the workplace due to pandemic related reasons, the employee shall coordinate with the District, within reasonable means, to continue to provide student instruction remotely. The employee will continue to receive their regular pay for up to 10 days per school year for qualifying pandemic-related

remote instruction, with no loss of personal or sick leave accruals. Additional days may be granted upon approval by the School Board.

B. Business Leave

1. Five (5) days of sick leave may be used by all teachers for reasons other than personal illness during any school year.
2. Personal business leave days may accumulate up to six (6) days during any contract year.
 - a. At the conclusion of the school year, one (1) unused personal day will carry over to the following year.
3. If an excessive number of teachers request personal business leave days at the same time or it is impossible to obtain substitute teachers, particularly before or after a vacation period, personal leave day requests may be denied for some of the teachers for this particular period of time.
4. Personal business leave days in excess of those permitted above may be granted by the Board of Education and such days shall be subtracted from the teacher's sick leave and the cost of the substitute or equivalent of substitute's wage shall be subtracted from the teacher's salary. If extra business days are denied and time still taken, deduction from salary shall be at the daily rate as determined in Article IV – Compensation. In an emergency situation, the Superintendent will hold an emergency board meeting or wait until the next scheduled Board meeting to make this decision.
5. All requests for personal business day leaves shall be in writing (WillSub or other method approved) and submitted to your building principal at least five (5) calendar days before date or dates requested. When more than two (2) consecutive days are requested, ten (10) days' notice is required. This procedure may be waived in an emergency situation.
6. Personal business day requests may not be granted during the first two (2) weeks of a school year, during mid-semester examination week, or the last five (5) school days of the school year. These may be waived in extreme emergency.

ARTICLE XI

Leaves of Absence

A. Paid Leaves

1. Bereavement Leave.

- a. Absence of a teacher due to the death of a spouse, parent, parent-in-law, step-parent, child, brother, sister, or step-child shall be permitted without loss of pay not to exceed five (5) consecutive school days at the time of the death/funeral.
 - b. Absence of not more than three (3) school days without loss of pay (terminating on the day of the funeral or the day after the funeral if the extra day is needed for travel) provided the days are used within seven (7) calendar days starting with the death unless otherwise agreed upon between the teacher and the Superintendent shall be permitted in case of death of a grandparent, grandchild, brother-in-law or sister-in-law, son-in-law or daughter-in-law, uncle, aunt, nephew, niece, or first cousin.
 - i. In the event of a miscarriage, up to three (3) days will be granted with documentation from a Medical Doctor (MD), Doctor of Osteopathic Medicine (DO) or a Doctor of Obstetrics and Gynecology (OBGYN).
 - c. Absence not to exceed one-half (1/2) school day for teacher's friend. One day may be used if the teacher is a pallbearer or otherwise directly involved in the funeral process.
2. Jury Duty. In case an employee is called for jury duty during the school year, no deduction from his leave shall be made. If an employee turns into the business manager an authorized statement from the court of all wages earned while on jury duty, the school will make up the difference, if any, between his rate of pay for jury duty and his rate of pay for the school. If the teacher is released before his/her school lunch, he/she will contact the supervisor whether to report to work.
3. Judicial Leave. Teachers subpoenaed for any legal proceeding other than a proceeding in which the teacher is a party shall be granted paid leave. If the proceeding is the result of a school-related incident, the paid leave will be granted notwithstanding the fact that the teacher is a party. Witness fees, not including mileage, will be turned over to the Board of Education.
4. Sabbatical Leave. One teacher each year may be granted upon request and approval by the bargaining unit and the Board a sabbatical leave after seven (7) years of service in the Negaunee Public Schools for educational purposes (credit) with up to half pay. In no case will total of other grants, scholarships, fellowships, etc., and the sabbatical pay exceed the salary schedule "A" amount for that year. The recipient must sign a statement agreeing to return to employment in the Negaunee Public Schools for a minimum of two (2) years. If the recipient fails to fulfill the employment terms, he/she will reimburse the school for all payments made by the Negaunee Public Schools to the recipient during the said sabbatical year.

B. Unpaid Leaves

1. Disability Leave. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for such time as is necessary for complete recovery or one (1) year, whichever is less.
2. Professional Leave. Leaves of absence without pay, for not more than ten (10) percent of the bargaining unit, shall be granted to tenure teachers with the intention of returning. Non-tenure teachers must have Board approval. Notice shall be given to the Superintendent not less than thirty (30) days prior to the beginning of the school year by the party taking such leave. If thirty (30) days notice is not given, the request may be denied. The following reasons for leaves limited to one (1) year are recognized:
 - a. Study related to the teacher's licensed field.
 - b. Study to meet eligibility requirements for a license other than that held by a teacher.
 - c. Study, research, or special teaching assignment involving probable advantage to the school system.
 - d. If a leave of absence is taken for a period that would extend beyond the end of the school year, the person on leave must notify the Superintendent in writing prior to May 1 whether or not he is returning the following year. The teacher must have received essential information regarding his assignment prior to June 1. Failure to notify the Superintendent will result in termination.
3. Association Leave. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence for not less than one (1) year without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay to perform such duties shall not receive credit toward annual salary increment on the schedule appropriate to their rank.
4. Political Leave. The Board shall grant a leave of absence without pay to any teacher to campaign for himself for public office for not less than one (1) semester if a substitute is available. If elected to an office, which has a legal incompatibility to a teaching position, the teacher would have to resign the teaching position upon taking the oath of office.
5. Maternity Leave. Teachers shall be granted maternity leave pursuant to Article X, Section A, of this Agreement, not to exceed one (1) calendar year.
6. Military Leave. A military leave of absence shall be granted as required by law.

C. Family and Medical Leave Act (FMLA). The Board may adopt policies and procedures pursuant to the Family and Medical Leave Act ("FMLA" or the "Act"), covering, but not

limited to, such matters as designation by the teacher and/or the Employer of qualifying leave as FMLA leave, use of other leave or paid time off during FMLA leave, and medical certification for FMLA leave. Such policies and procedures will not exceed the FMLA or violate the provisions of this collective bargaining agreement.

D. Authorized Conferences.

1. The Association shall receive:
 - a. A record of attendance at all authorized conferences that were included in the Board of Education's monthly report.
 - b. Agendas of all Board of Education meetings.
2. Attendance at professional meetings as approved by the Superintendent will not be deducted from accumulated leave.

ARTICLE XII

Terminal Leave and Unused Sick Leave Incentive Payment

- A. After ten (10) years of service in the Negaunee School District, a teacher becomes eligible for a terminal leave payment computed at (1.) ten (10) percent of his professional level base at retirement, (2.) plus \$50 per year for all years beyond ten (10) years to a combined maximum of twenty (20) percent of that teacher's final professional level base. A teacher shall receive not less than twenty (20) percent of that teacher's base upon retirement after thirty (30) years of service. In the event of death this payment will be made to his heirs or legatees. A beneficiary form will be provided.
- B. Unused Sick Leave Incentive Payment
 1. In recognition of the teacher's service to the District the Board will provide an incentive plan based on unused sick leave accumulation if a teacher is eligible to retire under the Michigan Teacher Retirement Act. Upon retirement from the Negaunee School District a teacher shall be paid \$50.00 per day.
 2. This payment shall be made on the last regular pay period of the teacher's employment with said District.
 3. In case of death of the teacher the above payment shall be made to the survivor/beneficiary so named by the teacher.
 4. The maximum sick leave incentive payment to employees hired after July 1, 1997 will be \$7,500, using the formula described above.

ARTICLE XIII
Payroll Deduction Service

- A. The Board agrees to provide monthly (10) payroll deduction service for MESSA insurance protection and for the deferred annuity plan.
- B. It is hereby mutually understood and agreed:
1. That for a number of years, the Board has established and maintained a tax sheltered deferred retirement program. Recently, the Internal Revenue Service has issued significantly new regulations impacting such programs. These new regulations took effect January 1, 2009.
 2. In response to the promulgation of these IRS regulations, the Negaunee Public Schools has joined a consortium known as the Michigan Retirement Investment Consortium. That Consortium undertook a Request for Proposal process and selected TSA Consulting Group as the third party administrator for the Consortium.
 3. The Board and Association recognize the importance of each employee pursuing an active retirement savings program and providing sound investment alternatives to assist them in achieving their retirement savings goals. All bargaining unit members are eligible to participate in the Plan.
 4. Investment providers presently offered to Association members include: Ameriprise Financial, American Funds, Fidelity Retirement Services, Jackson National Life Insurance Company, The Legend Group, MEA-FS/Paridigm/Prudential, Thrivent Financial, and AIG/Valic and the 403(b) asp option. All of these providers will be included in the list offered to Association members provided they meet the Internal Revenue Service regulations.
 5. The Plan Document will allow employees the ability to make changes in their investment portfolio. Provisions for emergency or hardship withdrawals will be included within the Plan. Employees shall also be permitted to take loans from their investments as permitted in the Plan Document. Prompt remittance of contributions as defined by the Internal Revenue Code from participants will be made to the third party administrator.
- C. Union Dues: The Employer shall process payroll deduction forms received from members within ten (10) days of receipt. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member under procedures administered by the Association **(EFFECTIVE AUGUST 1, 2025).**

Pursuant to such authorization, the Employer shall deduct one-twentieth (1/20th) of such dues,

assessments, and/or contributions from the regular salary checks of the bargaining unit member each month for ten (10) months, beginning in the first paycheck in September and ending in June of each year.

If the payroll deduction amounts change within the course of any school year, the Association shall provide to the Employer a payroll change form for any affected member to apply within ten (10) days of receipt to any remaining pays per the deduction schedule defined above.

In the occurrence of an error, the District will not be held liable for more than the monetary value of the mistake.

ARTICLE XIV Teacher Evaluations

- A. Beginning with the 2024-25 school year and each subsequent year, the negotiated performance evaluation system shall be agreed upon by the Board and the Association with equal input which includes a rigorous, transparent, and fair performance evaluation system that includes:
1. specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year,
 2. an evaluation of the teacher's job performance with timely and constructive feedback,
 3. clear approaches to measuring student growth with relevant data on student growth,
 4. multiple rating categories that consider student growth and assessment data or student learning objective metrics that have been negotiated with the Association,
 5. the use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination,
 - a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers in collaboration and agreement with building principals.
 - b. At the discretion of the teacher and principal, they shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
 - c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
 6. A negotiated year-end evaluation form that utilizes other objective criteria for 80% of

the year-end evaluation determination.

B. Process

1. Beginning with the 2024-25 school year and each subsequent year, the negotiated post-observation feedback system shall be agreed upon by the Board and the Association with equal input.
 - a. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - i. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation. If no notification is provided by September 30 of each year, that teacher shall not be evaluated and will be considered effective.
 - ii. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
 - iii. The observation must include a review of pupil engagement in the lesson that is observed.
 - iv. To ensure a.ii and a.iii above, the observation shall be no less than thirty (30) minutes.
 - v. There shall be notice of each planned observation date given to the teacher at least five (5) school days prior to the observation. Upon such notice, the teacher will provide information relative to a.ii and a.iii before the classroom observation occurs.
 - vi. Feedback on both a.ii and a.iii will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. If a post-observation meeting does not occur within ten (10) days, the teacher will be considered effective. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "Post-observation" feedback form.
 - vii. There shall be at least two (2) classroom observations of a nontenured teacher in each school year the teacher is evaluated that are conducted at least sixty (60) days apart. The first observation shall occur no later than December 15 of each school year. Tenured teachers will be observed

one (1) time in each school year the teacher is required to be evaluated.

viii. There shall be no unscheduled observations or walkthroughs, unless mandated by the evaluation tool.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”, “developing” or “needing support”.
 - a. Under the current Charlotte Danielson Framework, highly effective and effective will now merge into “Effective.” Minimally effective will now become “Developing.” Ineffective will now become “Needing Support.”
 - b. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than May 15 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed “effective” per the year-end evaluation determination.
3. Teachers who work less than sixty (60) days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, may not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
4. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.
 - a. The evaluation tool may be facilitated with the teacher and building principal on non-evaluation years.
 - b. Teachers shall be evaluated during their first year of teaching a new subject area/grade level regardless of their prior effectiveness ratings in other subject areas.
 - c. A teacher receiving an “effective” rating in their first year of teaching a new subject, and having two consecutive prior “effective” ratings, will fall under number 4, above.
5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with

an IDP (received a “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or probationary and/or non-tenured teachers) shall be provided the following:

- a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher,
 - b. training to be provided by the district to assist the teacher in meeting the goals of the IDP,
 - c. a mid-year progress report, supported with at least one (1) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher’s improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP,
 - d. a Mentor teacher that is informed of the conditions and requirements of the IDP to assist the mentee in the described performance goals of the IDP.
6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
 7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers

1. A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating to the District’s Superintendent. Such request must be made in writing within ten (10) school days after the teacher is informed, via email, of the rating and a meeting with the Superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within fifteen (15) school days after the meeting.
 - b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the Administration:
 - i. The request must be submitted in writing within fifteen (15) school days

- ii. after the teacher receives the written response from the Superintendent. Within ten (10) school days of receipt of the request for mediation, the district shall provide a written response to the teacher and the Association confirming the mediation will be scheduled as appropriate.

- 2. A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in this contract.

D. Training on Evaluation System, Tools, and Reporting Forms

- 1. Within the first two (2) weeks of each school year, the District shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.
- 2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a “rater reliability” training every three (3) years as approved by the MDE and witnessed by an Association representative that minimally includes all of the following:
 - a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system.
 - b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
 - c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
 - d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator’s evaluations.
 - e. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

ARTICLE XV

Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give reasonable support and assistance to teachers with respect

to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, it is incumbent upon the teacher, with the assistance of the Administration, to seek such support.

- B. A teacher may exclude a student from his or her class for one day when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom on that occasion intolerable. The teacher shall send the student to the principal's office and notify the principal's office. In such cases the teacher will furnish the principal as promptly as his teaching obligations allow full particulars of the incident in writing but not later than the end of the school day or the end of that teacher's next preparation period.
- C. Any teacher may intervene as necessary with any student in order to protect persons, property or the learning environment.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of students and property but shall not be individually liable except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.
- E. Assaults and Property Loss/Damage

Any case of assault upon a bargaining unit employee shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. The Employer will reimburse the bargaining unit employee for the cost of legal counsel to advise the bargaining unit employee of their rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities. The Employer shall fully reimburse any bargaining unit employee during the course of one (1) school fiscal year for damages to or destruction or loss of the bargaining unit employee's vehicle, clothing and/or personal items, provided such damage, destruction or loss occurred on school premises or while on a school-sponsored activity within the employee's job responsibilities, outlined in the Master Agreement and was not occasioned by the negligence of the bargaining unit employee.

- F. If any teacher is complained against or sued by reason of disciplinary actions taken by the teacher against a student in the course of the teacher's professional responsibility, the Board will provide professional liability insurance and render all necessary assistance to the teacher for his/her defense if requested, so long as such action by the teacher was in accordance with the District policies, rules and regulations.
- G. Time lost in connection with Sections E. and F. above shall not be charged against the teacher.
- H. If a teacher is injured while in the line of duty, free medical, surgical, or hospital care, required as a result of the employment-related injury will be furnished by the Board or its insurer. Any

action under this section should be properly brought before the Bureau of Workers' Compensation. So long as a bargaining unit member continues to be disabled through an injury or illness covered by Worker's Compensation, sick leave shall not be reduced and all health insurance benefits shall continue for a period of up to six (6) months.

- I.
 - 1. Any complaints by a parent of a student to the Administration or Board directed toward a teacher shall be promptly called to the attention of the teacher and the matter investigated. Any complaint of a serious nature (material that could be placed in a teacher's personnel file) must be called to the attention of the teacher with the name or names of those making the complaint, a conference arranged with all parties concerned (parents, teacher, administration, Board, if necessary, student, representative of teacher association if requested) and the matter or charge completely investigated.
 - 2. Any complaint to the Administration of one teacher against another teacher must be reported to the teacher complained against with the name of the teacher making the complaint.
 - 3. Any complaints by the administrative staff and/or Board members towards a teacher will be made in writing or in person and in the presence of an Association member if so desired by the teacher.
- J. All bargaining unit employees shall be treated fairly and equitably.

ARTICLE XVI

School Building Improvement Team

In order to improve the achievement of students, site-based decision making within each individual building will be introduced and promoted jointly by the NEA and Board. The parties agree as follows:

- A. In accordance with Public Act 25, responsibility for implementation will be given to each building.
- B. Up to one-half (1/2) day per month of release time, compensatory time or compensation at the General Rate provided in Schedule B-2, will be provided for meetings. The Superintendent will determine which option to exercise. The teacher representative will not be required to attend as a condition of employment.
- C. Following a period of in-service training on the rules and functions, the SIT will conduct an orientation program in each school building for employees. The purpose of the orientation will be to explain the theory, practice and plan the SIT would incorporate and to provide training in the skills necessary to develop and implement an effective program in that building.
- D. SIT decisions must comply with School Board policy and the Master Agreement. The SIT may

ask for a temporary waiver of a policy and/or condition of the Master Agreement. Waivers must be in writing and will identify specifically the condition and/or policy that is to be waived. All waivers must be mutually agreed upon by both the Board and the Association with a Letter of Understanding before being implemented.

- E. At the request of the teaching staff, for the betterment of our schools, an administrator, a minimum of four (4) teachers covering all grade levels/departments, including special education, will comprise the School Building Improvement Team for each building.
- F. Teacher members of the School Building Improvement Team will be rotated every two (2) years on a staggered system.

ARTICLE XVII

Least Restrictive Environment

- A. Any regular classroom teacher who it can be reasonably anticipated will be teaching or otherwise providing instructional services to a student with a disability in a regular education classroom setting shall be invited, in writing, to participate in the Individual Educational Planning Team (IEPT) meeting for each student.
- B. Any bargaining unit member who may be called upon to participate in an IEPT meeting shall be provided with a copy of the current Michigan Department of Education's "Policy Regarding Least Restrictive Environment" and information regarding its meaning, application, and implementation. Said information may occur at a scheduled faculty meeting.
- C. The District will periodically provide in-service training to regular education personnel regarding instruction and behavioral management of students with a disability in the regular education classroom setting.
- D. Bargaining unit members participating in IEPT meetings will be provided release time, compensatory time off or compensation at the General Rate set forth in Schedule B-2, at the discretion of the Superintendent.

ARTICLE XVIII

Negotiation Procedures; Special Conferences

- A. It is contemplated that mandatory bargaining matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request of either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information on and otherwise constructively considering and resolving any such matters.

- B. Special conferences for important matters will be arranged between the Association President and the Board, or its designated representative, upon the request of either party. Such meetings shall be between three (3) representatives of the Association and three (3) representatives of the Board. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested; such request shall also set forth the estimated length of the conference. Matters taken up at the conference shall be confined to those included on the agenda. Conferences shall be held at a mutually agreeable time and shall not conflict with assigned responsibilities. A brief summary of the meeting shall be prepared and signed by representatives of the Board and the Association.

ARTICLE XIX

Grievance Procedure

- A. Definitions:
1. A "grievance" is a claim by a teacher or teachers or Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
 2. The "aggrieved person" is the person or persons making the claim.
 3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
 4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
 5. School days as used herein shall be interpreted as week days, Monday through Friday, when school is in session; unless otherwise specified, the term "days" shall mean calendar days.
- B. Just Cause: No bargaining unit employee shall be disciplined without reasonable and just cause. The term "discipline"; as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; nonrenewal of probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Teachers' Tenure Act; or other actions of disciplinary nature. Any such discipline, or adverse evaluation of a bargaining unit employee's performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.
1. For discipline that involves the discharge or demotion of a tenured teacher or the non-

renewal of a probationary teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation requirements and provisions of this Agreement that are not governed by the Michigan Teachers' Tenure Act.

C. Purpose:

The primary purpose of this procedure is to secure at the lowest level possible equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

D. Structure:

1. There shall be two (2) Association representatives (building representatives) for each school building.
2. A committee appointed by the Association shall serve as the Association Grievance Committee. In the event that any Association representative or any member of the Grievance Committee is a party of interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association President or succeeding officer.
3. The Board hereby designates the Superintendent as its representative when the grievance arises in more than one school building.

E. Procedure:

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

Informal Level

It is the responsibility of any teacher or group of teachers with a grievance to discuss the matter informally with any appropriate member of the Administration prior to Formal Level One or to proceed independently as described in Section F of these procedures.

Formal Levels

1. Level One:

- a. A teacher with a grievance shall file a formal written statement with the principal. The principal will respond in writing within five (5) school days. In order to become the basis for a claim and be processed through the formal grievance procedure, any grievance must be presented within ten (10) school days after the grievant knew or should have known of the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be more than sixty (60) school days from the date of such occurrence or

non-occurrence. The term "occurrence or non-occurrence" shall be deemed to include the time at which such action is effectively recommended or adopted by the Board, and the grievant is advised of such action, notwithstanding later implementation of such action.

- b. In case the grievance is not the concern of the building principal, the grievance may proceed to Level Two, Section b. within the same time period prescribed in Subsection a. above.

2. Level Two:

- a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association's Grievance Committee. To be considered timely such appeal must be made within five (5) school days following the principal's answer at Level One, or within ten (10) school days after presentation of the grievance at Level One if no decision was rendered at Level One.
- b. Within five (5) school days of receipt of the grievance the Grievance Committee shall decide whether or not there is a meritorious grievance. If the committee decides no meritorious grievance exists and so notifies the claimant in writing, a copy of which shall be sent to the Board of Education, the teacher may continue to process his claim without Association support through Level Four only. If the committee decides there is a meritorious grievance, it shall immediately process the claim with the Superintendent of Schools. Within ten (10) school days from receipt of the grievance by the Superintendent he shall render a decision as to the solution.

3. Level Three:

- a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within ten (10) school days from the date of receipt of grievance by the Superintendent, he may process the grievance to the Board of Education. To be considered timely such appeal must be made within ten (10) school days following the Superintendent's answer at Level Two, or within fifteen (15) school days after presentation of the grievance at Level Two if no decision was rendered at Level Two. A decision shall be rendered within ten (10) school days after the next regularly scheduled Board meeting.

4. Level Four:

- a. In the event the grievance is not satisfactorily resolved at Level Three or if no decision is reached within the ten (10) day period, the grievance shall immediately be transmitted to the Michigan Employment Relations Commission for mediation.

5. Level Five:

- a. In the event the grievance is not satisfactorily resolved at Level Four or if no decision is reached within a ten (10) school day period after completion of Level Four, the grievance shall be immediately transmitted to binding arbitration. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules, which likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. 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.

F. Rights of Representation:

Any party may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person provided, however, that no teacher may be represented by an officer, agent, or other representative of any organization other than the Association. Provided, further, that 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.

G. Miscellaneous:

1. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association representatives of the P.R. & R. Committee the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision at Level One shall both be placed in writing. Each grievance shall contain a clear and concise statement of the subject matter of the grievance, and the relief sought. Such statement shall also state the numbers of the articles and sections of this Agreement upon which the grievant believes himself to be entitled to relief. No written grievance statement may contain more than one grievance. Any grievance which does not comply with this paragraph may be returned by the District without action; if timely when originally submitted the grievant shall have up to an additional five (5) school days for resubmittal of the corrected grievance form. Decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest. Any grievance not timely initiated or processed to the next level by the teacher or Association within the time limit in that step shall be abandoned. Any grievance not answered by the District within the time limits provided above may be appealed to the next step of the Grievance Procedure. Time requirements may be waived or extended by agreement of the parties, confirmed in writing.

3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such procedure.
 4. All documents, communications, and reports dealing with a grievance shall be filed separately from the personnel files of the participants.
 5. Access shall be made available to all parties, places and records for public information necessary to the determination and processing of a grievance. Personnel files of teachers may be examined by written consent of named teacher.
 6. Appeals of any action concerning a tenured teacher, including but not limited to discharge, which may be appealed through the Teacher Tenure Act shall not be grievable or arbitrable pursuant to this Agreement. Similarly, any Board decision concerning non-renewal, dismissal or other matters covered by the Teacher Tenure Act for probationary teachers shall not be grievable or arbitrable pursuant to this Agreement.
- H. The expenses for the arbitrator shall be shared equally between the District and the Association.

ARTICLE XX

Curriculum Committees and Departments

- A. The Board and the Association may establish committees and departments to develop recommendations for the Board of Education concerning the nature and design of the K-12 instructional program of the district. As a part of its responsibilities the committees and departments may:
1. Annually review and make recommendations concerning all testing programs and instructional management systems;
 2. Forward other recommendations relating to the District's instructional programs and curriculum;
 3. Forward recommended approved textbook changes to the Administrative Council.
 4. Changes in existing instructional programs and proposed new instructional programs would be reviewed by both the committees and departments and the Administrative Council prior to Board consideration, adoption, or implementation.
 5. Proposals for curriculum/instructional change will be presented to the School Board through channels according to Board policy.

6. The committees and departments shall seek input from appropriate groups such as, but not limited to, building or grade level councils, students, parents, and community groups.
 7. Prior to formal approval by the Board, a thirty-day period shall be available for public review.
- B. The committees and departments shall meet on a regularly scheduled basis.
 - C. The committees and departments may be allowed to consult with any persons necessary, subject to prior expenditure approval, to develop sound instructional programs. All expenses pertaining to the staff and clerical assistance shall be provided by the Employer.

ARTICLE XXI

Professional Development

- A. Modern educational programs require teachers that are aware of new instructional techniques and learning discoveries. Therefore, voluntary programs for professional development shall be encouraged as a joint effort by the Association and the Board of Education. The above parties in accord with state regulations establish the Negaunee Public School Professional Development Council. The majority members of this Council shall be teachers selected by the Association. The Council shall promote teacher growth via such activities as workshops, school visitations and conferences.
- B. Participation in staff development activities shall be encouraged by both parties but shall not be a condition of employment unless held during the standard contracted work day.
- C. Professional Development activities will seek to stimulate professional growth through exposure to diverse instructional approaches and techniques.
- D. Teacher peer roles shall be to share and demonstrate professional techniques they have found to be successful. They shall have no supervisory or summative evaluation responsibilities.
- E. Professional Development activities shall be subject to annual and periodic review and revision.

ARTICLE XXII

Consolidation/Annexation

In the event that this district shall be annexed, consolidated or otherwise reorganized with one or more districts in whole or in part, the Board will use every effort possible to assure the continued recognition of the Association and the continued employment and benefits of its members in such district.

ARTICLE XXIII

Subcontracting

The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be increased or transferred to persons not covered by this Agreement without the prior written notice to the Association.

ARTICLE XXIV

Miscellaneous Provisions

- A. The Board agrees at all times to maintain an adequate system-wide list of substitute teachers. Teachers shall use the District appointed system to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a certified substitute teacher.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher.
- C. Special meetings will be held at the request of the Association between the Board of Education and the Association to review teachers' concerns regarding educational issues in the District. One of these meetings can be used to discuss budgetary matters.
- D. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and shall be considered part of the established policies of the Board.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board as expeditiously as possible after ratification by both parties.
- F. 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.
- G. There may be an incentive program. Teachers may have the right and opportunity to submit in writing suggestions to the Superintendent (through proper channels including the Association) which may be presented to the Board. After review by the Board the teacher shall be informed of the rationale of the Board in accepting or rejecting his suggestion. Suggestions, which are accepted and implemented, shall be compensated by the Board of Education.
- H. 1. The calendar for 2024-25 school year shall consist of 184 teacher work days, consisting of: 178 full student instructional days and five (5) full days of professional

development. The instructional hours requirement as mandated by the School Code will be attained within this calendar for all years of the contract as will the Professional Development requirements.

2. The Board of Education reserves the right to set the opening day of school, while specific calendar for 2025-26 will be determined by a committee of two (2) Association representatives and two (2) Board of Education representatives by April 1 of each succeeding year.

- I. The entire agreement or specific provisions of the agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

ARTICLE XXV

Strike/No Lockout

It is the intention of the parties that disputes of any kind be handled through the grievance procedure. Accordingly, for the duration of this Agreement, the District agrees that there shall be no lockouts and the Association and the teachers agree that there shall be no strikes, including sympathy strikes, picketing, or any other work stoppages or acts of a similar nature, whether primary or secondary, that would interfere with the operation of the District. Association members will not engage in Association activity during class time, or engage other teachers in Association activity during class time unless prior approval has been obtained from the Administrator.

ARTICLE XXVI

Fringe Benefits

- A. The District shall, in its sole discretion and pursuant to formal Board action, adopt either the “hard cap” or “80/20” cost sharing provisions established pursuant to Section 3 or Section 4 of Michigan PA 152 of 2011 for each Plan Year. The Board shall take such action and notify the Association of its decision and intent before July 1st of each year. If the Board takes no action, the statutory caps shall apply.

PLAN A ~ HARD CAP

Ancillary Benefits with Medical

Medical plan options will be determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Options determined by the UP APA will be presented to members at the beginning of each school year.

Long-term Disability	66 2/3% Plan 1 \$5,000 maximum 90 calendar days - modified fill Freeze on offsets Alcoholism/drug addiction - 2 year Mental/nervous same as other illness
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Delta Dental	100/90/80/80: 1,500/2,000;2
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Vision	VSP 3 Plus 250CL
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Negotiated Life	\$40,000
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Negotiated AD&D	\$45,000
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PLAN B	Ancillary Benefits without Medical
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Long-term Disability	66 2/3% - Same as Plan A
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Delta Dental	100/90/80/80: 1,500/2,000;2
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Vision	VSP 3 Plus 250CL
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Negotiated Life	\$40,000
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Negotiated AD&D	\$45,000
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Dependent Life	\$10,000 spouse/\$5,000 each dependent child
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Annuity	\$7,500
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* If an employee chooses to opt out of receiving medical insurance, the annuity will be \$7,500. Cash in lieu of medical insurance will be divided equally amongst the years paychecks and added to the employee's salary. There will be no limit to the number of employees who choose cash in lieu of medical insurance.

- B. As in the past, the District will pay prorated premiums for eligible part-time employees electing insurance coverage. The District shall have no obligation to make monthly premium payments on behalf of any teacher who has not prepaid their monthly portion of the cost of such coverage.
- C. A teacher may elect not to use accumulated sick leave days in order to receive sickness and accident or other insurance benefits to the extent permitted by any insurance policy covering the teacher.
- D. Teachers shall not be asked or required to drive students either in their own vehicles or school-owned vehicles unless covered by school-paid liability insurance.

- E. Laid-off employees may continue their health, dental, and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer according to the underwriting rules of the carrier if the carrier permits the same.
- F. The Board shall only be responsible for the premium cost and no other costs including deductibles, copays, assessments or taxes.
- G. The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation of the following January 1. Should the district no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long-term disability benefits are still subject to this collective bargaining and are listed elsewhere in this contract.

ARTICLE XXVII
Term of This Agreement

- A. This Agreement shall become effective, July 1, 2024 and shall remain in full force and effect through June 30, 2026.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the dates indicated.

The "Association"

The "District"

By: _____
Dan Waterman, President
Negaunee Education Association

By: _____
Pat Thomson, President
Negaunee Board of Education

By: _____
Sarah Weaver
Negotiations Chairperson
Negaunee Education Association

By: _____
Fae Collins, Secretary
Negaunee Board of Education

By: _____
Bill Milligan
MEA 17-A UniServ Director

By: _____
UPEA Representative

SCHEDULE A-1 SALARY INDEX

NEGAUNEE PUBLIC SCHOOLS SALARY INDEX

Years of Experience*	<u>B.A.</u>	<u>B.A.+18</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
0	1.00	1.05	1.15	1.25	1.35
1	1.05	1.10	1.20	1.30	1.40
2	1.10	1.15	1.25	1.35	1.45
3	1.15	1.20	1.30	1.40	1.50
4	1.20	1.25	1.35	1.45	1.55
5	1.25	1.30	1.40	1.50	1.60
6	1.30	1.35	1.45	1.55	1.65
7	1.35	1.40	1.50	1.60	1.70
8	1.40	1.45	1.55	1.65	1.75
9	1.45	1.50	1.60	1.70	1.80
10	1.50	1.55	1.65	1.75	1.85
11		1.60	1.70	1.80	1.90
12			1.75	1.85	1.95
13				1.90	2.00
14					2.05
15 - 19	1.55	1.65	1.80	1.95	2.10
20 - 24	1.60	1.70	1.85	2.00	2.15
25			1.90	2.05	2.20
30			1.95	2.10	

*As of the dates indicated on the salary schedules.

Schedule A-2

NEGAUNEE PUBLIC SCHOOLS
SALARY SCHEDULE
2024-25

\$40,819

Years of Experience	B.A.	B.A.+18	M.A.	M.A.+15	M.A.+30
0	\$40,819	\$42,860	\$46,942	\$51,024	\$55,106
1	\$42,860	\$44,901	\$48,983	\$53,065	\$57,147
2	\$44,901	\$46,942	\$51,024	\$55,106	\$59,188
3	\$46,942	\$48,983	\$53,065	\$57,147	\$61,229
4	\$48,983	\$51,024	\$55,106	\$59,188	\$63,269
5	\$51,024	\$53,065	\$57,147	\$61,229	\$65,310
6	\$53,065	\$55,106	\$59,188	\$63,269	\$67,351
7	\$55,106	\$57,147	\$61,229	\$65,310	\$69,392
8	\$57,147	\$59,188	\$63,269	\$67,351	\$71,433
9	\$59,188	\$61,229	\$65,310	\$69,392	\$73,474
10	\$61,229	\$63,269	\$67,351	\$71,433	\$75,515
11		\$65,310	\$69,392	\$73,474	\$77,556
12			\$71,433	\$75,515	\$79,597
13				\$77,556	\$81,638
14					\$83,679
15-19	\$63,269	\$67,351	\$73,474	\$79,597	\$85,720
20-24	\$65,310	\$69,392	\$75,515	\$81,638	\$87,761
25			\$77,556	\$83,679	\$89,802
30			\$79,597	\$85,720	

An off-schedule payment of \$1,250 will be paid on November 20, 2024.

Schedule A-2

NEGAUNEE PUBLIC SCHOOLS
SALARY SCHEDULE
2025-26

\$43,064

Years of Experience	B.A.	B.A.+18	M.A.	M.A.+15	M.A.+30
0	\$43,064	\$45,217	\$49,524	\$53,830	\$58,136
1	\$45,217	\$47,370	\$51,677	\$55,983	\$60,290
2	\$47,370	\$49,524	\$53,830	\$58,136	\$62,443
3	\$49,524	\$51,677	\$55,983	\$60,290	\$64,596
4	\$51,677	\$53,830	\$58,136	\$62,443	\$66,749
5	\$53,830	\$55,983	\$60,290	\$64,596	\$68,902
6	\$55,983	\$58,136	\$62,443	\$66,749	\$71,056
7	\$58,136	\$60,290	\$64,596	\$68,902	\$73,209
8	\$60,290	\$62,443	\$66,749	\$71,056	\$75,362
9	\$62,443	\$64,596	\$68,902	\$73,209	\$77,515
10	\$64,596	\$66,749	\$71,056	\$75,362	\$79,668
11		\$68,902	\$73,209	\$77,515	\$81,822
12			\$75,362	\$79,668	\$83,975
13				\$81,822	\$86,128
14					\$88,281
15-19	\$66,749	\$71,056	\$77,515	\$83,975	\$90,434
20-24	\$68,902	\$73,209	\$79,668	\$86,128	\$92,588
25			\$81,882	\$88,281	\$94,741
30			\$83,975	\$90,434	

An off-schedule payment of \$1,250 will be paid on November 20, 2025.

Schedule B-1

Negaunee Public Schools
Supplementary Salaries
2024-25

Base Salary: \$40,819

% of Base Years	1	2	2.5	3	3.5	4	5	5.5	6	6.5	7
0	\$408	\$816	\$1,020	\$1,225	\$1,429	\$1,633	\$2,041	\$2,245	\$2,449	\$2,653	\$2,857
1	\$429	\$857	\$1,071	\$1,286	\$1,500	\$1,714	\$2,143	\$2,357	\$2,572	\$2,786	\$3,000
2	\$450	\$900	\$1,125	\$1,350	\$1,575	\$1,800	\$2,250	\$2,475	\$2,700	\$2,925	\$3,150
3	\$473	\$945	\$1,181	\$1,418	\$1,654	\$1,890	\$2,363	\$2,599	\$2,835	\$3,071	\$3,308
4	\$496	\$992	\$1,240	\$1,488	\$1,737	\$1,985	\$2,481	\$2,729	\$2,977	\$3,225	\$3,473
5	\$521	\$1,042	\$1,302	\$1,563	\$1,823	\$2,084	\$2,605	\$2,865	\$3,126	\$3,386	\$3,647
15	\$547	\$1,094	\$1,368	\$1,641	\$1,915	\$2,188	\$2,735	\$3,009	\$3,282	\$3,556	\$3,829

% of Base Years	8	8.5	10	11	12	14	14.5	15	18	20	26
0	\$3,266	\$3,470	\$4,082	\$4,490	\$4,898	\$5,715	\$5,919	\$6,123	\$7,347	\$8,164	\$10,613
1	\$3,429	\$3,643	\$4,286	\$4,715	\$5,143	\$6,000	\$6,215	\$6,429	\$7,715	\$8,572	\$11,144
2	\$3,600	\$3,825	\$4,500	\$4,950	\$5,400	\$6,300	\$6,525	\$6,750	\$8,101	\$9,001	\$11,701
3	\$3,780	\$4,017	\$4,725	\$5,198	\$5,670	\$6,615	\$6,852	\$7,088	\$8,506	\$9,451	\$12,286
4	\$3,969	\$4,217	\$4,962	\$5,458	\$5,954	\$6,946	\$7,194	\$7,442	\$8,931	\$9,923	\$12,900
5	\$4,168	\$4,428	\$5,210	\$5,731	\$6,252	\$7,294	\$7,554	\$7,814	\$9,377	\$10,419	\$13,545
15	\$4,376	\$4,650	\$5,470	\$6,017	\$6,564	\$7,658	\$7,932	\$8,205	\$9,846	\$10,940	\$14,222

Schedule B-1

Negaunee Public Schools
Supplementary Salaries
2025-26

Base Salary: \$43,064

% of Base Years	1	2	2.5	3	3.5	4	5	5.5	6	6.5	7
0	\$431	\$861	\$1,077	\$1,292	\$1,507	\$1,723	\$2,153	\$2,369	\$2,584	\$2,799	\$3,014
1	\$452	\$904	\$1,130	\$1,357	\$1,583	\$1,809	\$2,261	\$2,487	\$2,713	\$2,939	\$3,165
2	\$475	\$950	\$1,187	\$1,424	\$1,662	\$1,899	\$2,374	\$2,611	\$2,849	\$3,086	\$3,323
3	\$499	\$997	\$1,246	\$1,496	\$1,745	\$1,994	\$2,493	\$2,742	\$2,991	\$3,240	\$3,490
4	\$523	\$1,047	\$1,309	\$1,570	\$1,832	\$2,094	\$2,617	\$2,879	\$3,141	\$3,402	\$3,664
5	\$550	\$1,099	\$1,374	\$1,649	\$1,924	\$2,198	\$2,748	\$3,023	\$3,298	\$3,573	\$3,847
15	\$577	\$1,154	\$1,443	\$1,731	\$2,020	\$2,308	\$2,885	\$3,174	\$3,463	\$3,751	\$4,040

% of Base Years	8	8.5	10	11	12	14	14.5	15	18	20	26
0	\$3,445	\$3,660	\$4,306	\$4,737	\$5,168	\$6,029	\$6,244	\$6,460	\$7,752	\$8,613	\$11,197
1	\$3,617	\$3,843	\$4,522	\$4,974	\$5,426	\$6,330	\$6,556	\$6,783	\$8,139	\$9,043	\$11,756
2	\$3,798	\$4,036	\$4,748	\$5,223	\$5,697	\$6,647	\$6,884	\$7,122	\$8,546	\$9,496	\$12,344
3	\$3,988	\$4,237	\$4,985	\$5,484	\$5,982	\$6,979	\$7,229	\$7,478	\$8,973	\$9,970	\$12,962
4	\$4,188	\$4,449	\$5,234	\$5,758	\$6,281	\$7,328	\$7,590	\$7,852	\$9,422	\$10,469	\$13,610
5	\$4,397	\$4,672	\$5,496	\$6,046	\$6,595	\$7,695	\$7,969	\$8,244	\$9,893	\$10,992	\$14,290
15	\$4,617	\$4,905	\$5,771	\$6,348	\$6,925	\$8,079	\$8,368	\$8,656	\$10,388	\$11,542	\$15,005

SCHEDULE B-2

SUPPLEMENTARY CONTRACT SALARIES

BASKETBALL

Grade School	2%
Intramural	4%
7th Grade	6 1/2%
8th Grade	6 1/2%
9th Grade	8%
J.V.	12%
Varsity	15%

FOOTBALL

7th Grade	2%
8 th Grade	2%
9th Grade:	
Head	11%
Assistant	8%
(If 9 th grade football does not have a team then a second JV Assistant will be added at 8%)	
J.V.	
Head	12%
Assistant	8%
Varsity:	
Head	18%
Assistant	12%
2nd Assistant	12%

BOYS' BASEBALL

Head.....	8%
J.V.	4%
Assistant.....	4%

WRESTLING

Varsity:	
Head	10%
Assistant	5%

TRACK

Head	8%
Assistant	4%
7th and 8th	3 1/2%

TENNIS

Varsity		
Head	7%	
Assistant	4%	
GYMNASTICS		
Head	8%	
Assistant	4%	
Assistant	4%	
One Assistant Only	5%	
CROSS COUNTRY		
Varsity	7%	
Middle School	2.5%	
GOLF		
Varsity	7%	
Assistant	4%	
VOLLEYBALL		
Head	10%	
Assistant	4%	
J.V. Head	6%	
(if separate coach/program)		
HOCKEY		
Head	10%	
Assistant	5%	
GIRLS SOFTBALL		
Varsity	8%	
J.V.	4%	
ATHLETIC DIRECTOR		
Middle School - A.D	20%	
	6%	
GENERAL		
Audio Visual Director.....	\$300	
Business Professionals of America.....	6%	
Cheerleader Advisor		
High School (Fall).....	5%	
High School (Winter)	5%	
Middle School	3%	
Chess Team.....	2%	

Class Advisors:

Grades 9 and 10.....	1%
Grades 11 and 12.....	3 1/2%
Concert Orchestra.....	3%
Debate Coach – Varsity.....	6%
Debate Coach - J.V.....	2%
Detention.....	\$20/hr
Drama Director.....	3%
Forensic Coach.....	5%
MS Forensics coach.....	2%
General Rate.....	\$15/hr
Quiz Bowl	
High School Bowl.....	Minimum 2%
Middle School	2%
Jazz Band.....	3%
Key Club.....	1%
Music Instruction	
Special Group Vocal Director.....	8%
Summer Music.....	6%
Athletic Games.....	4%
M.S. National Anthem Chorus.....	1%
Lakeview Chorus.....	2%
Pit Orchestra	2% (up to two positions)
Noon Hour Duty	
Elementary.....	6%
Secondary/Middle School.....	7% per person/year
Peer Coach.....	1%
(In the event that the Peer Coach class no longer exists)	2%
Pioneer Advisor.....	8 1/2%
Middle School Yearbook.....	3%
Lakeview Yearbook.....	3%
Student Council	
High School	2%
Middle School	2%
Lakeview	2%
Summer Driver Training.....	14 1/2%
Technical Director – Drama.....	2%
Flag Corp Director.....	2%
National Honor Society Advisor.....	2%
Teacher Computer Consultant:	

Shall be negotiated one month prior to instituting such program.

A. Experience factor placement on the extra-curricular salary schedule shall be as follows:

1. Lateral experience shall be granted
Example: Boys head coach vs girls head coach
 2. Vertical experience down shall be granted
Example: Head coach Freshmen to head coach Junior High
 3. Junior High shall be considered interchangeable in experience
Example: Eighth to Seventh or Seventh to Eighth
 4. Upward experience shall be granted on a two-for-one ratio.
Example: Two years Junior Varsity to one year Varsity
 5. Credit shall be granted only for people while they are under contract in Negaunee for the above conditions.
- B. There shall be no deviations from the above Supplementary Contract Salaries, for bargaining unit members, without mutual written consent of the Association and the District. The District will not (without first offering such rate to qualified bargaining unit members) offer a higher rate than the above salaries to non-bargaining unit members.
- C. All non-sport Schedule B contracts will be paid at the request of the employee through either of the following options:
- a. One-half of the contracted amount on the first pay date in December and one-half of the contracted amount on the last pay date in May.
 - b. The full contract on the last pay date in May.
- D. All sport and sports related Schedule B contracts will be paid according to the season in which the sport is held, fall, winter or spring, at the end of that particular sport season. The fall season sports will be paid on the first pay date in November, the winter season sports will be paid on the first pay date in March, and the spring sports will be paid on the last pay date in May.

SCHEDULE B-3

SUPPLEMENTARY NOTICE

This supplementary salary notice covers extra-contractual assignments for the school year 20__ - 20__.

Rate

As a matter of record, please acknowledge your acceptance of this assignment by signing one copy and returning it to the Superintendent of Schools.

Date _____

SCHEDULE B-4

SCHOOL DISTRICT OF NEGAUNEE, MICHIGAN
EMPLOYMENT CONTRACT

Date of
Continuous Service _____
Probationary Teacher _____
Tenure Teacher _____

This Contract of Employment, by and between the Board of Education of the School District of Negaunee, County of Marquette, State of Michigan, and

This Contract of Employment for the 20__ - 20__ school year is issued subject to the terms of the Master Agreement (Contract) for the 20__-20__ school years.

SALARY INFORMATION

Years Credit for salary schedule	Degree Beyond Degree	Semester Hours	Salary 20__ - 20__
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The Negaunee Board of Education is paying the required amount for retirement.

Please sign and return the colored copy to the Superintendent of Schools.

Superintendent of Schools

Teacher's Signature

Date

SCHEDULE C

2024-25 SCHOOL CALENDAR

		<u>No. of School Days</u>		
		<u>Student</u>	<u>Teacher</u>	
August 21-29	School Opens	3	5	Aug.
September 2	Labor Day	20	20	Sept.
October 8 & 10	Parent-Teacher Conferences	0	1	
October 14-15	Professional Development	21	23	Oct.
November 15	Break Day	0	0	
November 28-29	Thanksgiving Vacation	18	18	Nov.
December 23	Winter Vacation	15	15	Dec.
January 6	School Resumes			
January 17	Professional Development	19	20	Jan.
February 17	Break Day	19	19	Feb.
March 24-28	Spring Break	16	16	Mar.
April 18	Break Day	21	21	Apr.
May 26	Memorial Day	21	21	May
June 6	Last Day/School Closes	<u>5</u>	<u>5</u>	June
		178	184	

If days must be added to replace days lost due to inclement weather, such days will be added, unless otherwise agreed by the parties, at the end of the school year. In the event of one school closing due to infrastructure malfunction, and this day needs to be made up at the end of the year, all schools will make up the day. The teachers from the building where the infrastructure malfunction did not occur may opt out of attending one professional development day the following year. The day will be selected and approved by the building administrator and Superintendent. The approved day will exclude days preceding the start of the school year.

SCHEDULE D

RESOLUTION ADOPTED BY THE NEGAUNEE BOARD OF EDUCATION

WHEREAS, Section 403 (b) of the Internal Revenue Code of 1954, as amended, does permit the purchase of an annuity contract for an employee who performs services for an educational institution as defined in Section 151 (d) (4) of the Internal Revenue Code of 1954, and which employer is a state, a political subdivision of a state, or an agency or instrumentality of any one or more of the foregoing, and:

WHEREAS, the Negaunee Board of Education is desirous of permitting its employees to obtain any and all benefits made available to such of its employees as may properly qualify therefore, and:

WHEREAS, the Negaunee Board of Education permits its employees who may properly qualify, to obtain annuity contracts and the benefits resulting therefrom,

NOW THEREFORE, Be It Resolved That, the Negaunee Board of Education by these presents does hereby declare the policy of the Negaunee School District to be and henceforth shall be that all qualified employees of this district may, if they so elect, and subject to all applicable requirements and conditions, participate in the purchase of said annuity contracts.

FURTHER, that the contracts of employment of all qualified employees who so elect may properly be amended in view of the policy herein declared.

BE IT FURTHER RESOLVED, that the Business Manager of the Negaunee Public Schools is hereby authorized to adopt a proper procedure for the administration of and handling of all funds, the handling and transmission of which has been made necessary through the adoption of and implementation of the policy hereby declared.

BE IT FURTHER RESOLVED, that all present employees of the Negaunee School District and all individuals who shall subsequently be employed by the Negaunee School District, shall be informed of the policy herein declared and by the Superintendent of Schools in whatever manner he deems proper, as expeditiously as possible or at the time of employment, whichever is applicable.