

# **MASTER AGREEMENT**

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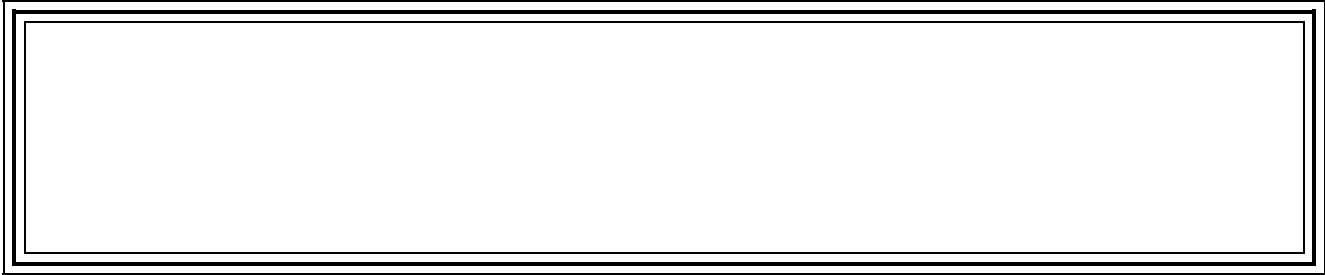
**POTTERVILLE EDUCATION  
ASSOCIATION, ECEA/MEA/NEA**

and the

**POTTERVILLE PUBLIC SCHOOLS  
POTTERVILLE, MICHIGAN**

**DRAFT**

July 1, 2006 – June 30, 2009



*TABLE OF CONTENTS*

PREAMBLE .....1

WITNESSETH: .....1

ARTICLE I: RECOGNITION.....1

ARTICLE II: ASSOCIATION AND TEACHER RIGHTS .....1

ARTICLE III: RIGHTS OF THE BOARD.....3

ARTICLE IV: PROFESSIONAL DUES, FEES AND PAYROLL DEDUCTIONS.....4

ARTICLE V: GRIEVANCE PROCEDURE .....4

ARTICLE VI: WORKING CONDITIONS .....7

ARTICLE VII: TEACHER EVALUATION .....12

ARTICLE VIII: PROFESSIONAL BEHAVIOR AND TEACHER PROTECTION.....14

ARTICLE IX: LEAVES OF ABSENCE .....15

ARTICLE X: VACANCIES, PROMOTIONS AND TRANSFERS.....19

ARTICLE XI: REDUCTION AND RECALL OF STAFF.....23

ARTICLE XII: SPECIAL STUDENT PROGRAMS AND STUDENT DISCIPLINE.....25

ARTICLE XIII: CURRICULUM COUNCIL AND INSERVICE COMMITTEE.....25

ARTICLE XIV: PROFESSIONAL IMPROVEMENT .....26

ARTICLE XV: PROFESSIONAL COMPENSATION.....27

ARTICLE XVI: INSURANCE PROTECTION .....29

ARTICLE XVII: CONTINUITY OF OPERATION.....30

ARTICLE XVIII: NEGOTIATIONS PROCEDURES .....	31
ARTICLE XIX: MISCELLANEOUS PROVISIONS.....	32
ARTICLE XX: JOB SHARING.....	32
ARTICLE XXI: SCHOOL IMPROVEMENT PLANS.....	34
ARTICLE XXII: DURATION OF AGREEMENT.....	35
APPENDIX I -- SALARY SCHEDULE INDEX.....	36
APPENDIX I – 2006-07 SALARY SCHEDULE .....	37
APPENDIX I – 2007-08 SALARY SCHEDULE .....	38
APPENDIX I - 2008-09 SALARY SCHEDULE.....	39
APPENDIX II: EXTRA DUTY ASSIGNMENTS .....	40
APPENDIX III: 2003-2004 CALENDAR .....	42
APPENDIX III: 2004-2005 CALENDAR .....	43
APPENDIX III: 2005-2006 CALENDAR.....	44
APPENDIX IV: TEACHER'S PROBATIONARY CONTRACT .....	45
APPENDIX V: TEACHER'S CONTINUING CONTRACT .....	46
APPENDIX VI: EVALUATION FORM.....	47
APPENDIX VII: OBSERVATION NOTES .....	48
APPENDIX VIII: GRIEVANCE REPORT FORM.....	49
LETTER OF AGREEMENT (NO CHILD LEFT BEHIND ACT) .....	52



## **PREAMBLE**

This Agreement entered into this 1st day of July, 2003 by and between the Eaton County Education Association, hereinafter called the "Association," affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the Board of Education of Potterville Public Schools, Eaton County, Michigan, hereinafter called the "Board."

## **WITNESSETH:**

Whereas, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, to bargain with the Association as the representative of the following described teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in Agreement,

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

## **ARTICLE I: RECOGNITION**

- A. The Board hereby recognizes the Eaton County Education Association, MEA/NEA as the exclusive bargaining representative, as defined in Act 379, P.A. 1965, for all full time and regularly employed part-time certified personnel employed by the Potterville Schools, but excluding aides, community education personnel, substitute employees, supervisors and all other employees.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.
- C. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association and employed by the Board.
- D. The term "Board" shall include its officers, members and/or agents.
- E. All generic references to male employees shall include female employees.

## **ARTICLE II: ASSOCIATION AND TEACHER RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that all teachers 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 the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act 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 or collective professional negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement.

- B. The school facilities or equipment may be used by the Association members employed by the Board at reasonable times which do not interfere with normal school activities. Such use will be scheduled with the Superintendent or his designee. When the facilities or equipment are used by the local teachers, they are responsible for clean up, repair if caused by negligent use, and cost of materials.
- C. The Association may post notices on the bulletin boards in the teachers' lounges. The inter-school mail service may be used by the Association or its individual members.
- D. A telephone will be available for teacher use in each classroom. All long distance calls billed to the school must be fully logged. All personal long distance calls, other than those to home, must be charged to the home phone or credit card. Staff will be billed at regular rates for personal long distance calls to their home. Unlogged personal long distance calls will be billed at triple the rate.
- E. The Board agrees to make available all public information related to the financial matters of the District. Such information may include the year-end audit report, the official budget, agendas and minutes of all Board meetings and membership data, together with any information which may be necessary for the Association to process any grievance. To secure such information the Association President or his/her designee shall make requests in writing, one week in advance.
- F. The Board shall make available in each school, adequate restroom and lavatory facilities for school personnel separate from that of the students'. At least one (1) room shall be reserved for use as a faculty lounge. As of August 30, 1993, the Potterville High School, Middle School, and Elementary buildings shall be considered smoke-free buildings and smoking is prohibited within.
- G. Adequate off-street parking facilities shall be provided and identified for employee use during normal school hours.
- H. Upon request, the Association may install and maintain vending machines in the teachers' lounges. The proceeds from all such machines shall be remitted to the Association. All related activity to use of vending machines in teachers work rooms shall be the sole responsibility of the Association.
- I. The Board agrees to consult with the Association on any matters that affect the physical security of employees after the appropriate administrative channels have been followed. Either party may request consultation.
- J. Employees shall not be required to work under hazardous conditions or perform any duties that may endanger physical health or safety.

- K. The provisions of this Agreement shall be applied without regard to race, creed, national origin, sex or marital status as defined by applicable law.
- L. A bargaining unit member, who has not previously attained tenure, under the Michigan Teachers' Tenure Act, MCLA 38.71 et. seq.: MSA 15.1971 who is placed in a position other than a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such non-classroom position, but shall be deemed to have continuing tenure as an active classroom teacher.

Bargaining unit members currently (September 1, 1984) holding a non-classroom position are exempt from this clause.

### **ARTICLE III: RIGHTS OF THE BOARD**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control its business, its equipment and its operations.
  - 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
  - 3. Direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the work force.
  - 4. Determine the services, supplies and equipment necessary to continue its operations.
  - 5. Adopt rules and regulations.
  - 6. Determine the qualifications of employees.
  - 7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new school, buildings, departments, divisions or subdivisions thereof and the relocation or closing of office departments, divisions or subdivisions, buildings or other facilities.
  - 8. Determine the size of the management organizations, its functions, authority and amount of supervision.
  - 9. Determine the financial policies including all accounting procedures.

10. Determine method(s) of reporting pupil progress to parents.
11. Determine the final selection of textbooks.
12. Determine the courses to be taught.
13. Require a teacher to submit to a physical or mental examination at Board expense by a licensed physician.

#### **ARTICLE IV: PROFESSIONAL DUES, FEES AND PAYROLL DEDUCTIONS**

- A. All employees, as a condition of continued employment, shall either:
  1. Sign and deliver to the Board a written authorization for the deduction of membership dues and assessments of the Association including MEA/NEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year; or
  2. Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association including MEA/NEA within ten (10) days of commencement of employment.
- B. In the event an employee shall not pay the representation fee directly to the Association or authorize payment through payroll deduction as provided, the Board shall, upon proper written notice from the Association, deduct the representation fee from the employee's wages and remit same to the Association pursuant to the conditions described in section C.
- C. Dues shall be deducted from the second paycheck in September and from nineteen (19) consecutive regular paychecks thereafter. Such deductions shall be remitted to the Association at least once a month.
- D. Credit Union deductions shall be made from each pay of the month and remitted to the Credit Union at the conclusion of each pay period. Credit Union changes may only be made on the first of each month.
- E. Payroll deductions shall be available for current MESSA, MEA Financial Services Annuities and MEA option programs and any other programs mutually agreed upon by the Board and the Association.

#### **ARTICLE V: GRIEVANCE PROCEDURE**

##### **Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working



conditions of employees. Both parties agree that the proceedings shall be kept as informal and confidential as may be appropriate.

- B. A grievance is defined as a claim by a Potterville (ECEA) employee that there has been an alleged violation of a specific Article or section of this Agreement. If any such grievance arises, there shall be no stoppage of work but such grievance shall be submitted to the grievance procedure as hereinafter provided.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

1. The termination of services of or failure to re-employ any probationary teacher.
2. The content of a teacher evaluation.
3. Discharge or demotion under the procedures specified in the Teacher Tenure Act (Act 4 of the Public Acts, Extra Session of 1936 of Michigan, as amended).

C. **Hearing Levels**

**Level I:** Within five (5) days of the time a cause for complaint occurs, or within five (5) days of when the grievant could have been reasonably expected to have knowledge of its occurrence, the affected teacher(s) shall request a level one meeting with the building principal. In an effort to resolve the complaint, the building principal shall arrange a meeting with the grievant within five (5) days of the grievant's request for same. The Association may be notified and a representative thereof may be present at such meeting. Within five (5) days of the level one meeting, the principal shall give an oral answer to the teacher. If the teacher is not satisfied with the results of the meeting, he may formalize the complaint in writing as provided hereunder.

**Level II:** If the grievance is not resolved at level one, the complaint may be formalized as a written grievance. It shall be signed by the grievant and submitted to the principal within five (5) days after the oral response of the principal. A copy of the grievance shall be sent to the Association by the grievant. The principal shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the Association.

**Level III:** If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall within five (5) days be transmitted to the Superintendent or his designee. Within seven (7) days after the grievance has been submitted to the Superintendent or his designee, he shall meet with the Association on the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render his written decision thereon with copies to the Association and the grievant(s).

**Level IV:** If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee or if no disposition has been made within the period provided above, within five (5) days the Association may submit the grievance to the

Board of Education. Within twenty (20) days after the grievance has been submitted to the Board, the Board shall meet with the Association on the grievance. If mutually agreeable by the Association and the Superintendent, in lieu of a meeting with the Board, a Board committee shall meet with the Association within ten (10) days to hear the grievance. The Board or Board committee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant.

**Level V:** If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period provided above, the Association shall within five (5) days of the receipt of the Board's written response notify the Board of its intent to arbitrate the matter. If the parties cannot mutually agree on an arbitrator within five (5) days of the Association notification, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.

- a. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
- b. The arbitrator shall have no power to alter, add to, or subtract from the term of this Agreement nor shall he make any decision which requires the commission of an act prohibited by law. His authority shall be limited to deciding whether a specific Article or section of the Agreement has been violated. He shall have no power to rule on those matters exempted from the grievance procedure.
- c. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.
- d. No decision in any one case shall require a retroactive wage adjustment in any other case except to the extent that grievances are consolidated and treated as one.
- e. Arbitration hearings will be held within the school district.

D. Written grievances shall contain the following:

1. It shall be signed by the grievant(s) and/or the Association;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation; and
6. It shall specify the relief requested.

- E. Two (2) or more grievances on the same subject may be processed by the Board or its agents as one (1) grievance. When such a situation arises, the Association or its agent shall be notified and the answer directed to the same person.
- F. A grievance involving alleged safety hazards may be initiated at the Superintendent's level of the grievance procedure.
- G. A grievance may be withdrawn at any level without prejudice or record.
- H. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement may be processed through the Board level of the grievance procedure only.
- I. The Association or its designated agent shall process grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as herein described, and the Superintendent or his designated representative to act at Level Two as herein described.
- J. If an individual teacher has a complaint which he desires to discuss with an administrator, he is free to do so without recourse to the grievance procedure. However, no adjustment of any grievance shall be inconsistent with the terms of this Agreement.
- K. The term "days" shall mean days when school is in session except that during the summer months when school is not in session, the term "days shall mean Monday through Friday excluding holidays.
- L. The time limits as provided in this Article shall be strictly observed, but may be extended or shortened upon mutual agreement between the parties.
- M. By mutual agreement, expedited arbitration may be used at Level Four of the grievance procedure. Rules of the American Arbitration Association for expedited labor arbitration shall govern the arbitration proceeding.
- N. All documents, communications and records accumulated during the course of processing a grievance shall be retained in a separate grievance file and shall not be inserted into the personnel file(s) of any participant(s).
- O. The Board agrees to grant the teacher's leave time when he shall testify in any arbitration hearing, fact finding or other administrative hearing. The Association agrees to reimburse the school district the substitute teacher rate or a pro-rated portion thereof for such engaged persons.

## **ARTICLE VI: WORKING CONDITIONS**

- A. Hours

1. Teachers of grades 5-12 are required to report to their building by 7:50 a.m. and may leave at 2:42 p.m. Elementary teachers shall likewise have a work day of seven (7) hours. Elementary teachers are required to report to their building by 8:20 a.m. and may leave at 3:21 p.m.
2. In Grades 5-8 students will be permitted in the hallway at 7:45 a.m. Teachers will have their doors open for student entry at 7:55 a.m. The student day begins at 8:00 a.m. and ends at 2:42 p.m. for 5-12 students. The student day begins at 8:30 a.m. and ends at 3:21 p.m. for elementary students except that kindergarten hours shall be from 8:30 to 11:36 a.m. and from 12:21 to 3:20 p.m. Teachers should be in their assigned classrooms ten (10) minutes before their first class.
3. Teachers of grades 5-12 shall be allowed to leave at the dismissal bell. Teachers shall remain on duty for any conference which is pre-arranged with the consent of the teacher and pertinent to school or student matters. When there is a conflict over the pertinence of said conference, the administration shall make the final determination.
4. An administrator will make every effort to be present at a parent or student conference when requested by a teacher, this request should be in memo form.
5. Faculty meetings may be scheduled on any two Wednesdays of each month or at another time if mutually agreed upon by the building faculty and the principal, except that the third Wednesday of each month shall be reserved for Association meetings. Faculty meetings shall end by 4:30 p.m. for K-4 staff and by 4:00 p.m. for secondary staff. Employees are required to attend faculty meetings within the above limits. Part-time regularly employed staff are expected to attend parent-teacher conferences as noted in the school calendar, faculty meetings and inservice meetings. The majority of teaching schedule will determine building assignment.
6. Employees shall be informed of a telephone number they shall call between 6:00 and 7:00 a.m. to report unavailability for work. Employees are encouraged to contact the substitute caller the evening before if too sick to work the next day. The administration or its designee is responsible for arranging for substitute teachers.
7. Teachers in grades 5-12 shall be entitled to a duty-free lunch period of at least thirty (30) minutes. Teachers in grades K-4 shall be entitled to a duty-free lunch period of forty (40) minutes.

B. Calendar

For the period of this Agreement, the school calendar shall be as set forth in Appendix III which is attached to and incorporated in this Agreement. There shall be no deviation from or change in the school calendar except by mutual agreement between the Board and the Association. In the event of an emergency, the Superintendent may alter days

provided the length of the school year is not extended and the calendar is resumed as negotiated.

1. Normally, teachers shall not be required to register students on the first teacher workday of the negotiated calendar. Should unforeseen circumstances require teachers to register students, such registration shall be scheduled and completed during the afternoon hours of the above workday and the first instructional day of the calendar shall be changed to reflect a half day of attendance for students.
2. The Association will be permitted to hold a meeting up to one (1) hour in length during the first day the staff reports to work. The Association President shall clear the specific time and place for the meeting in advance with the Superintendent. If necessary, additional time may be scheduled upon approval of the Superintendent.

C. Assignments and Qualifications

1. All employees shall receive written notice of tentative assignments for the forthcoming year by June 1. Employees affected by necessary changes thereafter shall be promptly notified and consulted. Every effort will be made not to change teachers' subjects and/or building assignments any later than August 1 preceding the school year without mutual consent.
2. Employees shall not be assigned outside the scope of their certification except in case of emergency and on a temporary basis. Temporary shall be defined as not to exceed the current school year.
3. Young 5's, kindergarten, and 1<sup>st</sup> grade assignments may require a ZA endorsement for placement at the discretion of the superintendent.
  - a. Exceptions may be made at the discretion of the superintendent with consultation with the Association.
  - b. Current assignments as of the 2006-2007 school year will not be affected.
  - c. No layoffs of staff shall occur in fulfilling this requirement.
4. Extra and co-curricular assignments as enumerated in Appendix II shall be with the consent of the teacher.
5. The normal daily load for 9-12 classroom teachers shall not exceed five (5) teaching periods and one (1) unassigned preparation period or six (6) teaching periods and one (1) unassigned preparation period if mutually agreed upon. All teachers will be scheduled no less than fifty-five (55) minutes of unassigned preparation time and whenever possible total daily student contact time for any teacher shall not exceed 292 minutes per day.

The normal daily load for 5-8 classroom teachers shall not exceed six (6) teaching periods and one (1) unassigned preparation period. For a 7 period day all teachers will be scheduled no less than fifty (50) minutes of continuous unassigned preparation time. For a 6 period day, all teachers will be scheduled no less than fifty-five (55) minutes of continuous unassigned preparation time.

The majority of teaching schedule will determine building assignment.

A decrease in total student contact time for any teacher that is due to a change in schedule related to the addition of exploratory classes at the 7-8 level shall not result in a salary decrease for said teacher. Part-time classroom teachers at these levels shall receive preparation time as follows:

- a. Those teaching less than three (3) class periods per day shall receive ten (10) minutes for preparation per class period and be compensated an additional one-twelfth (1/12) salary.
- b. Those teaching less than three (3) class periods per day with their preparation time during a split shall be compensated an additional one-sixth (1/6) salary.
- c. Those teaching three (3) class periods per day shall receive twenty-five (25) minutes for preparation and be compensated an additional one-twelfth (1/12) salary.
- d. Those teaching three (3) class periods per day with their twenty-five (25) minutes of preparation during a split shall be compensated an additional one-sixth (1/6) salary.
- e. Those teaching four (4) class periods per day shall receive thirty-five (35) minutes for preparation and be compensated an additional one-ninth (1/9) salary.
- f. Those teaching four (4) class periods per day with their thirty-five (35) minutes of preparation during a split shall be compensated an additional one-sixth (1/6) salary.

Other full time personnel at this level shall receive an amount of time equivalent to one (1) unassigned preparation period per day. For the purposes of this Article, assignment to a study hall shall be considered a teaching period. Conference hours and/or preparation periods shall be used for preparing for classes.

6. K-4 teachers shall receive preparation time during the student day through the use of special activity teachers.
  - a. Unassigned preparation time for K-4 teachers will occur when special activity teachers take their classes.

- b. Special activity teachers shall provide a minimum of 250 minutes per week of preparation time during the student day for K-6 teachers.
  - c. K-4 teachers do not have duty-free recess periods.
  - d. It is the Board's intention to hire K-4 teachers at the elementary school when certified special activity teachers are not available and it is the Board's intention to maintain these programs to meet state requirements for receiving full State aid payments.
  - e. The parties recognize that it may not always be feasible to make weekly preparation time exactly equal between Kindergarten and the other elementary grades. The District will make reasonable effort to maintain equivalent preparation time between Kindergarten and grades 1 through 4.
7. Teachers who are asked to substitute during their preparation period shall be compensated at the rate of twenty dollars (\$20.00) per class period. (See Compensatory Time Option in Article XV, J.4.)
- a. No regularly assigned teacher shall be used as a substitute teacher except in case of emergency. The failure of a substitute to arrive on schedule or the inability to secure a qualified substitute shall be considered an emergency.
  - b. If a teacher substitutes twenty-five (25) minutes or less, he shall be compensated at half (1/2) the substitute rate. If a teacher substitutes more than twenty-five (25) minutes, he shall be compensated at the full substitute rate.
  - c. Except in cases of emergency, teachers will not be required to substitute for another teacher while teaching his/her own class(es). A teacher who is required to do so during an emergency shall be compensated at the substitute rate of (6) above.
8. All classroom teachers shall provide a "sub file," in an established place as designated by the building principal, which contains general plans for a substitute teacher to use. Plans shall be updated periodically and cover a minimum of two (2) days' time.
9. If by mutual consent a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive one-sixth (1/6) of his salary for the duration of the additional assignment.
10. Part-time regularly employed teachers shall receive one-sixth (1/6) salary for each student contact hour.
11. Each employee shall maintain with the building principal and Superintendent his current address and telephone number.

D. Class Size

The parties agree that class size shall be lowered to meet the following standards or in the alternative, that one of three (3) remedies listed under D.,3., shall be enacted:

K-2                    maximum of 25 students  
Grades 3-4        maximum of 27 students  
Grades 5-12      maximum of 30 students

Exceptions: Band, Physical Education, and if Developmental Kindergarten is offered (regular Kindergarten maximum is 25) and developmental class maximum is 15 students. Split classes at the elementary shall have a maximum of 3 less than the lowest regular limit. Special Education: An overload exists when a teacher's case load is over the state maximum for that teacher's certification and when the teacher is over one hundred fifty (150) student contact hours per week.

1. Every effort will be made to balance class size in self-contained classrooms within each grade level.
2. Class size shall not exceed the actual physical facilities available.
3. Should the class size be exceeded, the building principal will initiate an appraisal with his staff on class size in all similar classrooms in that building and recommend one of the following remedies to the Superintendent:
  - a. Provide the teacher with the overload class one-half (1/2) day of an aide's service daily.
  - b. Hire an additional classroom teacher.
  - c. Compensate the teacher at \$1.00 per student per clock hour. Compensation shall be paid for each scheduled teacher work day that the student is enrolled.
4. If the total number of students in a grade level exceed the numbers listed below within the first ten (10) student days, option 3.,b. above shall be implemented.

K-2     60 students  
3-4     64 students  
5-6     70 students

E. Materials and Supplies

1. The Board agrees to make available in each school adequate typing and duplicating equipment and to provide maintenance of its equipment.
2. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will meet



annually, at the request of either party, for the purpose of improving this selection.

- F. The distribution of mainstreamed students in K-6 classes shall be equitable as possible at each grade level within a building by the fourth Friday of school. The exception to this will be classrooms that are voluntarily taught by a regular and a special education teacher as co-teachers.

## **ARTICLE VII: TEACHER EVALUATION**

- A. The evaluation of the performance of each employee in the school system is the responsibility of the Administration.
  - 1. Before evaluation begins in any school year, the building administrator will meet with the teacher(s) in his/her building to discuss the criteria for evaluation. Teachers will be evaluated using the following criteria:
    - a. Organization and Planning
    - b. Effectiveness of teaching techniques and strategies
      - (1) Motivation
      - (2) Communication
      - (3) Evaluation of students
    - c. Knowledge of subject
    - d. Classroom management
      - (1) Discipline
      - (2) Effective use of time
  - 2. Teachers shall have prior notification of information that is used in the written evaluation, and no criteria shall be used which has not been previously approved by local members of the Association and Administration.
  - 3. The criteria listed in 1. above may, at the request of either party, be reviewed annually in May by a committee of two (2) teachers and two (2) administrators.
- B. All monitoring and observation of a teacher shall be conducted openly and with the teacher's knowledge.
- C. It shall be the Administration's responsibility to provide a teacher with notice of any documented deficiencies noted in his performance; make written recommendations or suggestions as to how the teacher's performance may be corrected; and identify the assistance to be provided by the Administration and other staff members. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

- D. During classroom observations, only one (1) administrator shall be present.
1. Classroom observations shall be at least thirty (30) minutes in duration or the length of the instructional period if the instructional period is of lesser duration.
  2. Within ten (10) working days after the evaluator's observation, he shall have a personal conference with the employee to review the written evaluation and the job performance of the teacher. A copy of the written evaluation shall be provided to the teacher at the beginning of the post- observation conference.
  3. The employee may attach a written reply to the evaluation within ten (10) working days after the evaluation was received by the employee.
- E. The performance of all employees shall be evaluated in writing using the negotiated forms Appendix VI and Appendix VII in accordance with the following:
1. Probationary employees shall be evaluated in writing at least twice each year; once on or before December 7 and again on or before April 15.
  2. Tenure employees shall be evaluated in writing at least once each three (3) year period.
  3. Should an employee be denied tenure, or be denied a contract for the ensuing year, he/she shall receive written notice from the Board of same no later than April 30.
    - a. Information not previously made known and discussed with the teacher shall entitle him to submit additional information to the Superintendent.
    - b. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the local secretary of the Association.
    - c. The Board will provide the teacher with a hearing upon his request.
- F. Three (3) copies of the written evaluation shall be submitted to the employee; two (2) to be signed and returned to the Administration and the other one (1) to be retained by the employee.
- G. Each employee shall have the right upon request to review all evaluation material and the contents of his personnel file. An Association Representative may, at the employee's request, accompany the employee in said review.
- H. Documents of a disciplinary and/or evaluative nature shall be signed and dated by the employee prior to insertion into the personnel file. The employee's signature shall be interpreted to mean only that he has knowledge of the material being placed in the file. The employee may attach his written reply to said item(s).

- I. If an employee refused to sign an evaluation or disciplinary report, a note will be made of the refusal and the material placed in the employee's personnel file.
- J. Classroom observations which will result in a written evaluation of performance shall not be scheduled on days immediately preceding or following negotiated holiday or vacation periods. The initial formal evaluation of tenure teachers shall not occur during the thirty (30) calendar days prior to the end of the school year.
- K. Administrative comments concerning recommendations for teacher performance improvement and the overall teacher performance rating are not subject to the final step of the grievance procedure, i.e. arbitration.

#### **ARTICLE VIII: PROFESSIONAL BEHAVIOR AND TEACHER PROTECTION**

- A. Teachers are expected to comply with rules, regulations and directions adopted by the Board and its agents which are not inconsistent with the provisions of this Agreement, provided that an employee may refuse to carry out an order which threatens his physical health or safety.
- B. The Board shall provide Workers' Compensation Insurance as provided by law.
  - 1. Any case of assault or injury suffered by an employee in connection with his employment shall be promptly reported to the Board or its agents.
- C. Complaints directed toward an employee may be called to the attention of the employee, but no record of a complaint shall be included in the employee's personnel file unless the employee has been notified and substantial evidence can be produced to verify the validity of such complaint.
- D. In recognition of the concept of progressive correction, the Board shall provide the employee with written notification of any alleged delinquencies; indicate expected correction; and indicate a reasonable period for correction. Alleged breaches of discipline, rules, regulations or directions shall be promptly reported to the employee.
- E. An employee is entitled at any time to have a representative of the Association present when he is to be warned, reprimanded or disciplined for any infraction of rules or delinquency in professional performance. When a request is made to have an Association representative present, no disciplinary action will be taken with respect to the employee until such representative is present. (Intent: A meeting should be held as soon as possible.)
- F. No employee shall be disciplined, reprimanded, reduced in rank, compensation or professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

#### **ARTICLE IX: LEAVES OF ABSENCE**

- A. Paid Leaves

1. At the beginning of each school year, all employees shall be granted ten (10) days of sick leave which shall be cumulative to one hundred sixty-two (162) days. Persons who have one hundred sixty-two (162) sick days shall use the ten (10) days first before using their accumulation. Part-time employees shall receive a pro-rated portion of sick leave.

Employees terminating employment or going on an unpaid leave prior to the end of a school year shall have sick leave balanced against earned leave if their account contains less than ten (10) days of sick leave. Any deductions will be taken from the last earned pay.

- a. The employee may use all or any portion of his sick leave to recover from his own illness or disability.
  - b. The employee may use sick leave for the illness of spouse and children, not to exceed ten (10) days without approval of the Superintendent.
  - c. The employee may use sick leave to care for the needs of ill parents, brothers, sisters, grandchildren, parents-in-law, grandparents, or any others for whom they are responsible not to exceed four (4) days without approval of the Superintendent.
  - d. The employee may use sick leave for surgery and subsequent convalescence when such is certified by a doctor as an immediate need and for doctor and dental appointments when the health of the individual warrants immediate attention.
  - e. The employee may use a maximum of three (3) sick leave days for the death of a spouse, children, parent, brother, sister and parent-in-law. A maximum of five (5) days may be used when the employee must leave the state. The employee may use the time necessary to attend the funeral service of a person whose relationship to the employee warrants such attendance, not to exceed three (3) full days per school year.
2. On or before October 1 of each year, the Board shall furnish the employee with a written statement setting forth the employee's total accumulated sick leave as of June 30.
  3. At the beginning of each school year the employee shall be credited with four (4) days to be used for his personal business. Unused days shall be added each year to the employee's accumulated sick leave. Personal business days may be used at the employee's discretion provided that the personal business cannot be conducted on other than a school day. Personal business leave shall be approved by the principal provided the request is submitted to comply with the following conditions:
    - a. The employee shall provide the principal with at least seventy-two (72) hours advance written notification of personal business leave. Personal business days may be used for emergency situations without the

seventy-two (72) hour notification. The employee is expected to notify the principal of the emergency request as soon as possible.

- b. Personal business leave shall not be used during scheduled parent-teacher conference times, professional development days, or on the day immediately before or immediately after a holiday or vacation period except in a case of emergency as determined by the Superintendent.
  - c. At the discretion of the Superintendent, personal leave request may be canceled when there are more than six (6) such requests for the same day.
  - d. Personal business days shall be pro-rated accordingly:
    - (1) Employees hired at the beginning of the year shall be credited with four (4) days.
    - (2) Employees hired after the ninth week of the first semester shall be credited with three (3) days.
    - (3) Employees hired at the beginning of the second semester shall be credited with two (2) days.
    - (4) Employees hired after the ninth week of the second semester shall be credited with one (1) day.
  - e. Any employee who willfully violates or misuses personal business leave or who willfully misrepresents any statement or condition under said leave shall be subject to progressive disciplinary procedures up to and including loss of salary.
4. In the event of an injury or illness compensable under Michigan Worker's Compensation Laws, the District shall pay the difference between the benefit amount the employee is entitled to receive under Worker's Compensation and/or Social Security based upon lost wages and his regular salary rate for a period of at least twelve months or until accumulated sick leave is depleted whichever is the greater. The additional payment shall be deducted from the employee's accumulated sick leave at the same ratio the additional payment bears to the total day's compensation until the accumulated sick leave is depleted.

However, in the event of injury or illness compensable under Michigan Worker's Compensation Laws and which is the result of an assault, there shall be no deduction from sick leave for twelve (12) months. However, after twelve (12) months, the employee shall have the option of continuing the payment with a pro-rated deduction from accumulated sick leave. The provisions of this paragraph shall not apply where the Board determines that the teacher was not free from fault in incurring the assault.

5. Any employee called for jury duty during school hours or who is subpoenaed to testify in any judicial matter, shall be paid his full salary for such time provided all monies received from the courts up to the normal daily rate shall be remitted to the Board.

B. Unpaid Leaves

1. Any employee whose personal illness or disability extends beyond the period compensated in Section A of this Article shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability, or for one (1) year whichever is lesser.
2. A leave of absence for up to one (1) year shall be granted to any employee for the purpose of child care. The object child of the leave may be prenatal; a newborn infant; a newly adopted child; a child suffering from a crippling, terminal or serious accident or illness. Said leave shall commence upon the request of the employee and notice to the Board.
  - a. For seniority and salary purposes, the employee shall be given credit for a full semester if he teaches forty-five (45) or more days during the semester in which said leave was granted. In compliance with past practice, this shall be interpreted to mean that the employee shall be given credit for a full year if he teaches ninety (90) or more work days during the school year.
  - b. Granting of such leave shall in no way interrupt seniority and rights attendant thereto provided the duration of the leave is less than a school year.
  - c. The leave may be extended at the discretion of the Board.
  - d. Employer paid insurance benefits will be continued as provided for in the contract while a teacher is on a pregnancy related disability leave.
3. The President and/or designated Association Representatives and/or ECEA officers shall be permitted to use up to five (5) days a year for Association business provided a 72 hour notice is given to the Superintendent and the building principal. The Association agrees to reimburse the school district for the salary of the substitute teacher. Upon request, additional days may be granted as unpaid leave with the approval of the Superintendent.
4. Upon written application, a leave of absence for up to one (1) year shall be granted to any employee for the purpose of participating in exchange teaching programs such as the Peace Corps, Teacher Corps or Job Corps when the employee is to be a full time participant in such program provided the employee states his intention to return to the school system.
5. In accordance with Public Act of 143, as amended, a military leave of absence shall be granted to any employee who shall be inducted for military duty in any branch of the Armed Forces of the United States.

6. Upon written application, a leave of absence for up to one (1) year may be granted to any employee for the purpose of engaging in study at an accredited college or university.
7. Upon written application, the Board may grant a leave of absence for up to one (1) year for any purpose.

C. General Leave Provisions

1. Upon return from an unpaid leave of absence of up to and including one (1) year, the teacher shall be returned to his former position, provided that position exists. If that position does not exist, the teacher will be assigned to a substantially equivalent position for which he is certified and qualified.
2. Upon return from an unpaid leave of absence of more than one (1) year, the teacher shall be returned to a comparable position and shall have the right to displace the least senior employee in a position for which he is certified and qualified.
3. Should the teacher returning from an unpaid leave of absence not possess sufficient seniority and the appropriate certification to displace a less senior employee, he shall be subject to layoff pursuant to Article XI of the Master Agreement.
4. Upon return from an unpaid leave of absence, the employee shall resume all rights and benefits under this Agreement.
5. Upon return from a medical or disability leave, the employee shall submit a doctor's statement certifying his ability to perform his assigned duties.
6. The teacher shall notify the Board in writing of his intent to return from an unpaid leave of absence ninety (90) calendar days before returning to work.
7. Any leave of absence may be extended by the Board for up to one (1) full year. No additional leaves beyond the first extension shall be granted by the Board unless a definite return to work date is stipulated in the second extension request. If an employee is unable to return to work at the end of the second leave extension, the Board shall place said employee on the recall list and Article XI shall prevail.
8. Except where it would cause a layoff or reduction in hours that would not otherwise occur, "substantially equivalent position" shall be defined as:
  - a. For elementary positions, one which is within two (2) grade levels of the position previously held (for example, fourth or fifth grade when a sixth grade position was previously held), or
  - b. For secondary positions, one which is in the major or minor area of the teacher, or

- c. Any position which the teacher voluntarily agrees to accept.

## **ARTICLE X: VACANCIES, PROMOTIONS AND TRANSFERS**

### A. Definition of Vacancy

A vacancy shall be defined as an opening in any bargaining unit position within the district, including extra and co-curricular positions and newly created positions. At the elementary level, the Principal shall inform the staff in writing of a change in the number of sections of a grade or combined grades for the following year. Change of status forms shall be considered in filling these changes in positions. Temporary vacancies are defined below.

### B. Vacancies with Bargaining Unit Members on Layoff Status

If a vacancy occurs and bargaining unit members are on layoff status the following procedure shall be followed:

1. Active voluntary transfer requests (see Section F) shall be used to fill the vacancy providing the bargaining unit member has more seniority than the most senior certified and qualified laid off bargaining unit member. The vacated position shall be filled by this same procedure.
2. If there are no active voluntary transfer requests from more senior bargaining unit members for the vacancy or the vacated position, the most senior certified and qualified bargaining unit member shall be recalled to the position pursuant to Article XI.
3. If there are no certified and qualified bargaining unit members on layoff status and no active voluntary transfer requests for the position it shall be posted and filled as provided below.
4. If the honoring of the voluntary transfer request would result in not recalling a laid off teacher and hiring externally, the transfer request shall not be honored.

### C. Posting

The Board shall give written notice of a vacancy to the Association President or designee and provide for appropriate posting on the bulletin board in teachers' lounges.

1. No vacancy shall be permanently filled until such vacancy shall have been posted a minimum of five (5) school days.
2. a. Vacancies in extra and co-curricular positions and newly created positions that occur during a period when school is not in session, all employees shall be duly notified by first class mail, and such vacancy



shall not be permanently filled until seven (7) workdays after the date of initial posting.

- b. Any other vacancy that occurs during a period when school is not in session, all employees with active voluntary transfer requests shall be duly notified by first class mail, and such vacancy shall not be permanently filled until seven (7) workdays after the date of initial posting.
3. A copy of all vacancies and accompanying position requirements shall be sent by certified mail to last known address of all employees on full layoff status at the time of initial posting. Employees on a leave of absence shall be notified by regular mail.
4. All vacancies shall be posted with accompanying job requirements. If the posted job requirements are changed, the position shall be reposted.

#### D. Filling Vacancies

1. An employee may apply for a vacancy by submitting a request with all pertinent information to the Superintendent on a Change of Status Form.
2. Vacancies shall be filled on the basis of certification, qualifications, seniority and other relevant factors as determined by the Board or its agents. All factors except seniority being essentially equal, a vacancy shall be awarded to the most senior applicant, provided it does not conflict with Section B. and C. as contained herein.

#### E. Involuntary Transfers

1. An involuntary transfer is defined as either:
  - a. An assignment made after June 1st without the affected employee's consent, or
  - b. A transfer made to another building without the affected employee's consent.
2. When involuntary transfers are necessitated the problem shall be presented by the principal to the affected building staff in an effort to find a volunteer. If a voluntary transfer is not arranged, the following procedure shall result:

When involuntary transfers are required, the least senior teacher in the affected grade level or assignment having the applicable certification and qualification shall be moved first, provided that the move is consistent with the purpose of the transfer.

3. An involuntary transfer will be made only in case of emergency and when a qualified professional is not available to prevent undue disruption of the educational program.
  - a. The Board shall notify the affected employee and the Association in writing of the reasons for such transfer.
  - b. Any employee in the bargaining unit affected by an involuntary transfer will be provided the options of returning to his original position at the beginning of the next school year or of displacing the least senior teacher provided he is certified for said position.
  - c. The employee reserves the right to grieve any involuntary transfer.

F. Voluntary Transfers

Requests by a teacher for a voluntary transfer to a different building or position may be made at any time. Such requests shall be made in writing to the Superintendent on a Change of Status form indicating the school, grade or position(s) sought and the applicant's qualifications. Requests on file with the District by the last day of school of an academic year shall be considered active from the date the request is made through the next academic year.

G. Extra and Co-Curricular Positions

1. An employee who has satisfactorily completed an extra-duty assignment shall be recommended for the position for the succeeding year. A vacancy shall occur when a person is not recommended for the position or when the person declines the position. When a vacancy occurs, the extra-duty assignment shall be posted as vacant.
2. Unit members in extra-duty assignments shall be evaluated by the building principal and cognizant director.
3. Criteria for the purpose of evaluation of extra-duty assignments shall be developed as follows:
  - a. The high school principal, athletic director and one (1) Association member shall meet to develop evaluation criteria for coaching positions.
  - b. The Superintendent, high school principal and athletic director shall meet to establish evaluation criteria for the Athletic Director position.
  - c. The high school principal and one (1) Association member shall meet to develop criteria to evaluate all other extra-duty assignments.
  - d. Annual review of said criteria in April may be requested by either party.
4. Filling and posting of extra and co-curricular positions shall follow the provisions set forth in B and C above.

## H. Temporary Vacancy

A temporary vacancy shall be defined as a position which is created due to the absence of a teacher who has an enforceable right to return to that position pursuant to the Master Agreement between the Board and the Association (less than one (1) year). Temporary positions may also be created where a new interim position is instituted for less than a semester.

1. If it is expected that any temporary vacancy will exist for forty-five (45) work days or longer, then the vacancy shall be posted and filled in the following manner:
  - a. The position shall be granted to certified and qualified teachers on layoff, in order of seniority. (Including part-time employees reduced in hours due to a reduction in force). Compensation and pro-rated fringe benefits shall be at the BA base salary rate. It is expressly understood that the employee shall suffer no penalty for refusal of said work.
  - b. The position next shall be granted to certified and qualified part-time employees, who are voluntarily part-time in order of seniority, who chose the position and who have available time to fulfill the vacancy. They shall be compensated at the BA base salary rate and receive additional pro-rated fringe benefits for the period of the assignment.
  - c. Finally, the Board may offer the position to a substitute teacher.
2. If it was expected that the vacancy would not exist beyond forty-five (45) days, and it later exceeds forty-five (45) days, and if it is likely that the vacancy will continue for an unspecified period or at least ten (10) additional work days, then the procedure in (1.) above shall be followed.

## **ARTICLE XI: REDUCTION AND RECALL OF STAFF**

- A. Before official action on reduction of teachers is taken by the Board, it will give notice of the contemplated action to the Association and afford the Association opportunity to discuss it with the Board. As soon as the teachers to be laid off are known, a list of the affected teachers shall be given to the Association.
- B. In October and May of each year, the Board shall provide the Association with a current teacher seniority list and post same on teacher bulletin boards.
  1. The teacher's seniority date shall be either the date of signing the initial contract or the first day worked, whichever comes first.
  2. Individual teachers having the same seniority date shall participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a time and place which will reasonably allow affected teachers and Association Representatives to be in attendance.

3. The seniority list shall include the teacher's hire date, degree and employment status.
  4. Only members of the bargaining unit shall possess and accrue seniority within the bargaining unit.
- C. In the event of a necessary reduction in staff, such reduction shall be based upon seniority, certification and qualification for the vacant position(s).
1. For purposes of this Agreement, seniority shall be defined as the amount of time continuously employed as a member of the bargaining unit.
    - a. Unpaid leaves of absence, except as provided elsewhere, do not accrue seniority.
    - b. Time spent on layoff shall continue to accrue seniority.
  2. Certification shall be defined as possessing a valid teaching certificate as recognized by the State of Michigan.
  3. For the purpose of this Agreement, qualified shall be defined at the elementary level as those teachers holding elementary certification. At the secondary level, qualified shall be defined as those teachers holding secondary certification and who possess the appropriate majors and/or minors. In grades 7-8 "qualified" shall be applied by assigning the teacher in the areas of his major and/or minor field of study with either elementary or secondary certification.
- D. The Board shall lay off last those teachers with a valid Michigan teaching certificate having the greatest seniority in the district and who are qualified for the remaining positions. The Board shall give at least sixty (60) calendar days written notice of such layoff to the Association and to the affected employee(s).
1. Probationary teachers shall be laid off first.
  2. A tenure teacher shall not be laid off while any probationary teacher remains unless no tenure teacher is certified and qualified for the remaining positions.
  3. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers who are certified and qualified to fill the remaining position(s).
  4. A teacher whose position is reduced from full time due to a partial layoff shall have a right to a position for which he is certified and qualified and which is occupied by a bargaining unit member with the least district-wide seniority.
- E. Recall shall be in the inverse order of layoff provided the teacher is certified and qualified to fill a vacant position.

1. The Board shall give written notice of recall by registered or certified mail at the teacher's last known address.
  2. It shall be the teacher's responsibility to notify the Board of any change in address.
  3. Should an employee fail to report for work or provide the Board with notice of his intent to return within ten (10) calendar days of the receipt of recall notification, unless an extension is granted in writing by the Board, said employee shall be considered a voluntary quit and shall thereby terminate his employment relationship with the Board. Undeliverable recall notices will constitute a voluntary quit and result in the employee's removal from the recall list ten (10) working days after the recall notice is returned to the District.
  4. Upon recall from lay off, seniority and all other benefits under this Agreement shall be restored to the employee.
  5. The employee shall lose his right to recall when he refuses the District's offer of a position which is comparable to that held immediately preceding the effective date of layoff.
- F. In the event of a necessary reduction in staff, the Board agrees to grant any and all requests for leaves of absence up to one (1) year irrespective of the employee's position on the seniority list provided that the granting of such requests for leave shall not require the employment of new staff. Any employee accepting certified contractual employment in another school district during the period of this leave of absence will no longer be considered an employee of the District.

#### **ARTICLE XII: SPECIAL STUDENT PROGRAMS AND STUDENT DISCIPLINE**

- A. The parties recognize that students having physical, mental and emotional problems may require special help. Teachers believing they have such students in the classroom may request help from special teachers to meet the needs of the students.
- B. Whenever the classroom teacher or the principal suspect that a student may require special services, they shall confer to determine what steps are appropriate to provide supportive help for the teacher and/or the student up to and through the IEPC process.
- C. No bargaining unit member shall be required to perform any self care activities or school health services as it pertains to medically fragile students outside of their qualification or certification.
- D. The Board recognizes its responsibility to give support and assistance to employees with respect to maintenance of control and discipline in the classroom.
- E. A teacher may exclude a pupil from a class period when the grossness of the offense, the persistence of the behavior, or the disruptive effect of the violation make the

continued presence of the student in the classroom intolerable. The principal will be provided a written statement of the incident as soon as teaching duties allow.

- F. The Board may provide legal counsel to any employee assaulted while in the pursuance of his work.
- G. The employee shall suffer neither loss of time nor loss of salary as a result of any injury or assault while performing responsibilities in behalf of the district provided he is not adjudged negligent. This shall be in compliance with Article IX. A. 4.
- H. A written statement of current Board policy regarding the use of corporal punishment of students shall be distributed to all employees.

### **ARTICLE XIII: CURRICULUM COUNCIL AND INSERVICE COMMITTEE**

- A. Curriculum Council duties will be assumed by the District School Improvement Team/ Professional Development Subcommittee.
- B. Inservice Committee duties shall be assumed by the District School Improvement Team.
  - 1. The length of each inservice shall be one (1) full day. Inservice days shall begin at 8:00 and end no later than 3:00 p.m. Half days shall begin at 12:00 and end not later than 3:00.
  - 2. Professional Development (PD) days will consist of three (3) full days and four (4) half days. The first two full days will be at the beginning of the school year and will be planned by the PD committee. The last full day will be for those who have not opted to fulfill their PD hours on their own and will be planned by the PD committee. Of the (4) four half days, (2) two will be planned and implemented by the PD committee. The remaining (2) two half days will be planned and implemented using the following guidelines:
    - a. Teachers will create PD teams consisting of at least (3) three people.
    - b. By the end of the third week of school, the PD team will submit their plan for PD in writing to the PD Committee.
    - c. The PD committee will review plans and provide final approval by the first week in October
    - d. Teams will complete progress reports for each half-day of PD.

PD teams may meet and accumulate PD hours for the full day exemption outside of scheduled PD days. The following procedures will be used to keep track of PD team hours: 1) a simple majority of the team must meet for at least

(1) one hour.; 2) a sign in sheet and minutes of the meeting must be turned in to their building representative.

In order to opt out of the last full PD day, the following conditions must be met: 1) a minimum of (6.5) six and one-half PD hours must be logged outside of scheduled PD days or regular school days; (2) all hours must be submitted and approved by the last day of the third marking period

The PD committee will consist of building administrators, PEA Professional Development Chair, PEA President, and at least three other PEA members representing the elementary, middle, and high schools.

3. Inservice topics and dates shall be determined by the District School Improvement Team / PD Subcommittee.

#### **ARTICLE XIV: PROFESSIONAL IMPROVEMENT**

- A. The Board agrees to provide \$6,000 a year and the Association \$1,000 a year to be placed into a fund by September 1 of each year, for approved professional conferences, workshops and programs. This fund of \$7,000 will be administered by the District-Wide School Improvement Team. Unused funds will be refunded on a pro-rata basis by August 31.
- B. Application forms and expenditure guidelines will be made available at the beginning of each school year through the building principals.
- C. While the teacher attends said conferences, workshops or programs, he/she will receive his/her regular day's wages.
- D. The fund shall not be used to pay the wages of substitute teachers.
- E. The procedures to allocate designated funds will be set by the District-Wide School Improvement Team.

#### **ARTICLE XV: PROFESSIONAL COMPENSATION**

- A. The basic salaries of employees covered by this Agreement are set forth in Appendix I which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. Employees new to the district may be granted full credit on the salary schedule as set forth in Appendix I for experience acquired outside the district. For example, if an employee is given five (5) years of previous credit, the person will be placed on the fifth (5th) step.

- C. Compensation for extra duty assignments shall be paid as set forth in Appendix II which is attached to and incorporated in this Agreement.
- D. Teachers shall have the option of receiving salary in twenty-one (21) or twenty-six (26) bi-weekly pays. Those who opt for twenty-six (26) bi-weekly pays may receive the balance of their salary upon completion of the contracted school year. Determination for the following pay year must be filed with the payroll department by the last pay of the current pay year.
- E. Employees who perform noon hour supervision shall be compensated at the rate of \$10.00 per period.
- F. The Superintendent's office shall be notified in writing when a change in the employee's salary status is forthcoming. The notification shall take place at least 20 work days (M-F) except holidays, prior to the beginning of each semester. Official documentation, i.e. transcript or grade report card indicating successful course work completion must be presented to the Superintendent's office for verification before any movement on the pay scale will occur. This documentation must be received no later than six (6) weeks after the beginning of the semester and payment shall be retroactive to the beginning of that semester.

In no case shall an employee be moved up the salary schedule for course work commenced after the beginning of each semester, but upon receipt of official documentation, shall be moved at the beginning of the next semester.

- G. Semester credit hours or Degrees should be related to individual teaching field in order to receive additional steps (BA+18, BA+30/MA, BA+45/MA+15/Spec.). Any credit hours presently earned or Degrees presently held will be maintained. If in doubt about credit hours being related to individual teaching field, a joint committee consisting of: A) PEA President, B) PEA Building Rep., C) Superintendent, and D) Building Principal will make the final decision.
- H. The affirmative attendance policy shall be as follows. Teachers who use little or no sick leave time during the current school year shall receive the following compensation by June 30th:
  - 1. Zero (0) sick leave days used = \$200.00 or 1 additional personal business day
  - 2. One (1) or less sick leave days used = \$150.00
  - 3. Two (2) or less sick leave days used = \$100.00
  - 4. Three (3) or less sick leave days used = \$50.00
- I. If by mutual consent a teacher shall teach more than the normal teaching load as set forth in Article VI, he shall receive one-sixth (1/6) of his salary for the duration of the additional assignment.
- J. Teachers who substitute during their preparation period shall be compensated at the rate of \$20.00 per class period. (See Article VI., C., 6.)



1. No regularly assigned teacher shall be used as a substitute teacher except in case of emergency. The failure of a substitute to arrive on schedule or the inability to secure a qualified substitute shall be considered an emergency.
  2. If a teacher substitutes twenty-five (25) minutes or less, he shall be compensated at half (1/2) the substitute rate. If a teacher substitutes more than twenty-five (25) minutes, he shall be compensated at the full substitute rate.
  3. A teacher may volunteer to fill in for a colleague for no compensation.
  4. Teachers who substitute during their preparation period shall have the option of accumulating five (5) of these periods per semester and requesting one (1) release day for their effort. Only one (1) day can be taken per semester and only two (2) release days can be taken on any one (1) calendar day and must be requested five (5) days in advance. Once five (5) substitute hours are accumulated, the release day can be taken in the immediately following semester, but not in any semester thereafter.
- K.
1. Upon retiring (under the school employees retirement system) from the District, a teacher who has taught ten (10) years for the Potterville Public Schools shall be compensated for any unused accumulated sick leave at the rate of \$45.00/day.
  2. Upon leaving the District for any other reason, a teacher who has taught ten (10) years for the Potterville Public Schools and who was initially hired prior to July 1, 1989, shall be compensated for any unused accumulated sick leave at the rate of \$20.00/day.
- L.
- In situations where teachers perform duties (beyond normal instructional responsibilities) which go beyond the normal work day (excluding those duties for which the teacher is being compensated on the extra-duty schedule or elsewhere by contract), and when such work is requested and approved by the Administration; then the teacher shall receive equal compensatory time off or be paid \$20.00/per hour in lieu of compensatory time. Said time will be taken at times mutually agreeable.

#### **ARTICLE XVI: INSURANCE PROTECTION**

- A. The Board shall provide MESSA PAK protection for a full twelve-month period for the employee's entire family. Employees will have a co-pay of \$120 total between May and August 31, 2007 payable through a Section 125 Plan if adopted by the Board and permissible under the terms of the plan and the law. For the 2007-08 school year, employees will contribute \$480 payable under a Section 125 Plan over 21 pay periods. For the 2008-09 school year employees will contribute \$600 payable under a Section 125 Plan over 21 pay periods.
1. **Plan A - For employees electing MESSA health insurance**

Health:	Tri-Med (Includes \$5,000 AD&D Basic Term Life)
Negotiated Long Term Disability:	60% \$2,500 maximum 120 calendar days - straight wait Maternity coverage Pre-Existing Condition Waiver - No Freeze on Offsets - No Alcoholism/drug same as any other illness Mental/nervous same as any other illness COLA - Yes
Negotiated Life:	\$5,000 w/AD&D
Vision (Plan Year is July to July):	VSP-2
Delta Dental (Plan Year is July to July):	80/80/80:\$800

**2. Plan B - For employees not electing health insurance**

Negotiated Life:	\$10,000 w/AD&D
Negotiated Long Term Disability:	Same as above
Vision (Plan Year is July to July):	VSP-2
Delta Dental (Plan Year is July to July):	80/80/80:\$800

- B. Employees selecting Plan B shall receive the listed insurance benefits plus \$100.00 in cash. The District and Association shall mutually agree upon a plan to comply with IRS Section 125 requirements.
- C. When husband and wife are both members of the bargaining unit, one shall be eligible for Plan A and the other shall be eligible for Plan B.
- D. Payroll deductions will be available to the employee for all MEA programs as listed on the MESSA application forms and the Eaton County Educational Employees Credit Union.
- E. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve-month period commencing October 1 and ending September 30 even though the employee may not be returning the next school year.
  - 1. When necessary, premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
  - 2. In instances where the cost of coverage exceeds the amount of subsidy, the Board shall make provisions for the excess to be payroll deductible.
- F. Part-time employees shall receive a pro-rated portion of fringe benefits.

- G. At the beginning of each school year, and thereafter upon request, the business office shall provide employees information on all insurance programs funded by the Board. Applications and re-enrollment forms will be readily available at the fall staff orientation meeting and thereafter at the business office during normal office hours.

Eligible employees shall be responsible to take appropriate forms and return complete applications and/or re-enrollments during the established open enrollment period(s) in order to be eligible for insurance. Upon request, the business office will provide employees with claim forms and reasonable assistance in making proper application and/or re-enrollment for insurance programs.

- H. All payroll deductions made pursuant to this Article and Board paid option benefits will be transmitted in a timely manner or as required by the carrier or agency.

### **ARTICLE XVII: CONTINUITY OF OPERATION**

- A. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- B. Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or other unforeseen conditions (for example but not limited to, heating or water problems, road conditions, contagious health conditions, or other problems that may arise).

When schools are closed to all students due to the above conditions, employees shall not be required to report to work. If all students are released early due to any of the above problems, the staff shall not be kept more than twenty (20) minutes after the release of the students. If employees inadvertently report to work when school is closed, they will not be expected to remain at work.

In the event an employee has requested sick or personal business leave when school is closed for the above reasons, he shall suffer neither loss of leave time or loss of salary.

All days of school canceled due to severe weather or unforeseen conditions, which are required to be made up, will be added to the end of that school year.

- C. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- D. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its personnel in any such consolidated district.
- E. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and avoidance of disputes which

threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association members employed by the Board accordingly agree that it will not, during the period of this Agreement, authorize, instigate, cause, encourage, aid, ratify or condone, nor shall any employee take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever (legal, disciplinary) action is deemed necessary by the Board or its representative.

#### **ARTICLE XVIII: NEGOTIATIONS PROCEDURES**

- A. On or before March 1, immediately preceding the expiration of this Agreement, either party may initiate negotiations for a successor Agreement.
- B. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party and each may select its representatives from within or outside of the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representative shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made unless executed in writing between the parties and the same ratified by the Board and the Association.
- D. Should any Article, Section or supplement to this Agreement be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance shall not be effected thereby, the parties shall enter into immediate negotiations for the purpose of replacing such Article or Section.
- E. All negotiations shall take place after school hours.
- F. A joint committee of representatives of the Board and the Association shall meet upon the request of either party for the purpose of discussing issues related to the maintenance of this contract.

#### **ARTICLE XIX: MISCELLANEOUS PROVISIONS**

- A. There shall be four (4) signed copies of the final Agreement. One (1) copy shall be retained by the Board, one (1) by the Superintendent and two (2) by the Association.
- B. Copies of this Agreement shall be published by the Association within sixty (60) days of the reaching tentative agreement. The cost of printing shall be shared equally by the Board and the Association. Copies of the Master Agreement between the Eaton County Education Association and the Potterville Board of Education shall be presented to all employees now employed and hereafter employed by the Board.

- C. Probationary and Tenure Contracts as used in hiring new employees, are attached to and incorporated in this Agreement as Appendices IV and V respectively.
- D. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. Individual employment contracts shall be issued within thirty (30) days of the conclusion of negotiations between the parties, or by September 30, whichever comes later.
- F. This contract 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 the negotiated contract that has been entered into covering the same school year as the said individual teacher contracts cover. The provisions of this contract shall be incorporated into and be considered part of the established policies of the Board.

#### **ARTICLE XX: JOB SHARING**

- A. It is agreed between the parties that the Master Contract shall be modified to allow for the employment of bargaining unit members in job sharing positions.
- B. For purposes of this Agreement, job sharing shall be considered a partial leave of absence for full time personnel.
- C. The parties agree that job sharing arrangements shall be restricted to two (2) bargaining unit members sharing one (1) full time position.
  - 1. Agreement to share a full time job assignment shall commit the bargaining unit member(s) for not more than one (1) year and shall expire with the last workday of each school year.
  - 2. The bargaining unit member(s) shall have the options of renewing the established job sharing assignments, creating another job sharing assignment or returning to a position equivalent to that held previous to the job sharing assignment.
  - 3. While involved bargaining unit member(s) may choose the assignment to be shared, it is expressly understood that upon dissolution of the shared assignment the more senior bargaining unit member shall retain incumbent assignment rights and the junior bargaining unit member shall be considered displaced.
  - 4. The junior bargaining unit member shall have the right to displace the bargaining unit member with the least district-wide seniority provided he has the necessary certification and qualification.

5. Should the junior bargaining unit member not possess the necessary seniority and certification to effect paragraph 4 above, he shall have the option of creating another job sharing assignment or be subject to layoff.
- D. Job sharing plans shall be worked out with the respective principals. Job sharing requests must be submitted for approval to the principal, Superintendent and the Association by May 1 each year. The May 1 requirement may be waived when such waiver is to the mutual benefit of the parties.
  - E. In order to establish a shared job assignment, the involved bargaining unit members shall:
    1. Discuss the proposal with the Principal.
    2. Schedule the work time and designate the responsibility of each for the workload, i.e. 2½ days on, 2½ days off; mornings and afternoons; first semester, second semester, class hours, etc.
    3. Provide a brief description of how the assignment responsibilities are to be shared.
    4. Provide a brief description of the process to be used in communicating with the immediate supervisor.
    5. Secure the approval of the request by the principal and submit the request to the Superintendent and the Association on a change of status form.
  - F. Bargaining unit members in a shared job assignment shall substitute in the other's absence whenever possible, at the standard substitute rate.
  - G. Bargaining unit members in a shared job assignment shall accrue seniority and salary schedule credit as if employed full time.
  - H. Bargaining unit members in a shared job assignment shall receive the pro-rata share of salary which reflects the fraction of time the position is shared and as in Appendix I of the Master Contract.\*
  - I. Sick leave and personal leave shall accrue and be credited as provided in Article IX.
  - J. Bargaining unit members in a shared job assignment shall receive fringe benefits on a pro-rata basis in accordance with Article XVI of the Master Agreement.
  - K. Employment in a job sharing position is subject to the terms and conditions outlined in this Article and the Master Contract negotiated between the Board and the Association.

**\*NOTE:**

1. Three (3) days of work each week equals sixty percent (60%) of full salary. a.m. or p.m. working (1/2 day) equals fifty percent (50%) of full salary.
2. Salary will be paid over the calendar year (26 pays) for those working each day, but less than full time, or for those working less than five (5) days a week for a full school year.
3. Bargaining unit members working the first semester only may have salary paid over the first semester in approximately thirteen (13) pays or over the calendar year (26 pays).
4. Bargaining unit members commencing work the second semester may be paid over the second semester in approximately thirteen (13) pays or paid through the summer months.

**ARTICLE XXI: SCHOOL IMPROVEMENT PLANS**

- A. In the event that any provision(s) of a School Improvement Plan (SIP) or application thereof violates, contradicts or is inconsistent with the Agreement, the Agreement shall prevail.
- B. Any provision(s) of a SIP or applications thereof affecting the wages, hours and/or other terms and conditions of employment, or the impact of any wages, hours and/or other terms and conditions of employment of any bargaining unit member must be by mutual agreement of the Board and the Association prior to being implemented.
- C. Individual participation in the SIP and/or School Improvement Team (SIT) shall be voluntary.
- D. The Association shall appoint representatives to the District Level SIT.

**ARTICLE XXII: DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**EATON COUNTY EDUCATION  
ASSOCIATION**

**POTTERVILLE BOARD OF EDUCATION**

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Chief Spokesman

BY: \_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
President of the Board

BY: \_\_\_\_\_  
Chairman, Negotiations Committee

BY: \_\_\_\_\_  
Superintendent

BY: \_\_\_\_\_  
Local President

BY: \_\_\_\_\_  
Secretary of the Board

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**APPENDIX I - SALARY SCHEDULE INDEX**

<u>STEP</u>	<u>BA</u>	<u>BA + 27</u>	<u>BA + 45</u> <u>MA</u>	<u>SPEC. BA +67</u> <u>MA + 22</u>
0	1.00000	1.05000	1.10000	1.15000
1	1.05900	1.10900	1.15900	1.20900
2	1.11800	1.16800	1.21800	1.26800
3	1.17700	1.22700	1.27700	1.32700
4	1.23600	1.28600	1.33600	1.38600
5	1.29500	1.34500	1.39500	1.44500
6	1.35400	1.40400	1.45400	1.50400
7	1.41300	1.46300	1.51300	1.56300
8	1.47200	1.52200	1.57200	1.62200
9	1.53100	1.58100	1.63100	1.68100
10	1.59000	1.64000	1.69000	1.74000
11	1.64900	1.69900	1.74900	1.79900
12	1.70800	1.75800	1.80800	1.85800
13	1.76700	1.81700	1.86700	1.91700
14-18	1.81400	1.86500	1.91700	1.96800
19+	1.84500	1.89700	1.94900	2.00200

One (1) percent for Specialist

**APPENDIX I – 2006-07 SALARY SCHEDULE**

1% retroactive off schedule increase to be paid the last day of the month in which the contract is ratified by the Board.

<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>BA+30 MA</u>	<u>BA+45 MA+15 - SPEC.*</u>
0	31,516	33,092	34,668	36,243
1	33,375	34,951	36,527	38,103
2	35,235	36,811	38,386	39,962
3	37,094	38,670	40,246	41,822
4	38,954	40,530	42,105	43,681
5	40,813	42,389	43,965	45,541
6	42,673	44,248	45,824	47,400
7	44,532	46,108	47,684	49,260
8	46,392	47,967	49,543	51,119
9	48,251	49,827	51,403	52,978
10	50,110	51,686	53,262	54,838
11	51,970	53,546	55,121	56,697
12	53,829	55,405	56,981	58,557
13	55,689	57,265	58,840	60,416
14-18	57,170	58,777	60,416	62,023
19+	58,147	59,786	61,425	63,095

One (1) % for Specialist.

**APPENDIX I – 2007-08 SALARY SCHEDULE**

1% on schedule increase. 1% off schedule increase to be paid no later than September 30, 2007.

<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>BA+30</u> <u>MA</u>	<u>BA+45</u> <u>MA+15 - SPEC.*</u>
0	31,831	33,423	35,014	36,606
1	33,709	35,301	36,892	38,424
2	35,587	37,179	38,770	40,362
3	37,465	39,057	40,648	42,240
4	39,343	40,935	42,526	44,118
5	41,221	42,813	44,404	45,996
6	43,099	44,691	46,283	47,874
7	44,977	46,569	48,161	49,752
8	46,855	48,447	50,039	51,630
9	48,734	50,325	51,917	53,508
10	50,612	52,203	53,795	55,386
11	52,490	54,081	55,673	57,264
12	54,368	55,959	57,551	59,142
13	56,246	57,837	59,429	61,020
14-18	57,742	59,365	61,120	62,644
19+	58,728	60,384	62,039	63,726

One (1) % for Specialist.

**APPENDIX I – 2008-09 SALARY SCHEDULE**

1% on schedule increase. 1% off schedule increase to be paid not later than September 30, 2008.

<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>BA+30</u> <u>MA</u>	<u>BA+45</u> <u>MA+15 - SPEC.*</u>
0	32,149	33,757	35,364	36,972
1	34,046	35,654	37,261	38,869
2	35,943	37,550	39,158	40,765
3	37,840	39,447	41,055	42,662
4	39,737	41,344	42,951	44,559
5	41,633	43,241	44,848	46,456
6	43,530	45,138	46,745	48,353
7	45,427	47,034	48,642	50,249
8	47,324	48,931	50,539	52,146
9	49,221	50,828	52,436	54,043
10	51,117	52,725	54,332	55,940
11	53,014	54,622	56,229	57,837
12	54,911	56,518	58,126	59,733
13	56,808	58,415	60,023	61,630
14-18	58,319	59,958	61,630	63,270
19+	59,315	60,987	62,659	64,363

One (1) % for Specialist.

## **APPENDIX II: EXTRA DUTY ASSIGNMENTS**

The negotiated Step 0, BA salary is to be used to calculate the following percentages for base pay.

	<b><u>BASE PAY</u></b>
Athletic Director	9.0%
Head Football	8.5%
Boys' Head Basketball	8.5%
Girls' Head Basketball	8.5%
Golf	8.5%
Cross Country	8.5%
Boys' Head Baseball	8.5%
Girl's Head Softball	8.5%
Boys' Track	8.5%
Girls' Track	8.5%
Wrestling	8.5%
Girls' Head Volleyball	8.5%
Athletic Trainer (full year)	8.5%
Fall Cheer	4.0%
Winter Cheer	4.0%
Weight Coach	8.5%
Assistant Football (3)	7.5%
Boy's Assistant Basketball	7.5%
Girl's Assistant Basketball	7.5%
Boys' JV Baseball	7.5%
Girls' JV Softball	7.5%
Girls' Assistant Volleyball	7.5%
Tennis	7.5%
7- 8 Track (Boys' & Girls, 2 Gr.)*	7.0%
Assistant Boys' & Girls' Track	7.5%
Fall JV Cheer	3.0%
Winter JV Cheer	3.0%
Freshman Boys' Basketball	7.0%
Freshman Girls' Basketball	7.0%
Boys' Assistant Basketball	7.0%
Girls' Assistant Softball	7.0%
Freshman Volleyball	7.0%
7 - 8 Track (B & G, 2 Gr.)	7.0%
Boys' 7 - 8 Basketball	
(1 for each 7th & 8th grades)	4.0%
Girls' 7 - 8 Basketball	
(1 for each 7th & 8th grades)	4.0%
7 - 8 Volleyball (2 Teams)	4.0%
7 - 8 Wrestling (2 Gr.)	4.0%
7 - 8 Cheer	4.0%

\* Hire an additional coach if more than 30 students.

Band Director	8.5%
Vocal	2.0%
All School Play (1 Director)	
Honor Society Advisor	2.5%
High School Student Council Advisor	2.0%

For above extra duties only: Take 7% of base pay times number of years coaching experience in a particular sport/activity, up to fifteen (15) years, then add that total to the base pay. This will give you your total wage.

Senior Class Advisor (Max. 2)	2.0%
Junior Class Advisors (Max. 2)	2.0%
(If one person is hired for a class advisor, he/she shall receive an additional .4% of Step 0, BA salary.)	

Quiz Bowl Advisor	2.0%
Middle School Student Council Advisor	2.0%
Gifted and Talented Coordinator	2.0%
5th Grade Camp Coordinator	2.0%
Bowling -- fees for 4 chaperones Plus	1.0%
Ski Club Sponsor	1.0%
PAL Advisor	2.0%
Mentor	1.0%
Science Olympiad (Max.2)	2.0%

CONTINUING TENURE DOES NOT APPLY TOWARDS EXTRA-DUTY ASSIGNMENTS.

**APPENDIX III: 2006-2007 CALENDAR**

**2006-2007 Potterville School Calendar**

**School Calendar**

Professional Development-No School.....	August 30-31
1 <sup>st</sup> Day for Students.....	September 5
Professional Development-No School.....	October 23
End of First Marking Period.....	November 3
Parent Conference – No School K-4 pm.....	November 7
Parent Conference – No School K-4 pm.....	November 8
Parent Conference – No School K-4.....	November 9
No School.....	November 10
Thanksgiving Break.....	November 23-24
Christmas Break.....	December 20-January 2
Classes Resume.....	January 3
Professional Development – No School.....	January 15
No School K-12 pm.....	January 19
End of Semester.....	January 19
Winter Break.....	February 16-19
Classes resumes.....	February 20
End of third marking period.....	March 23
Parent Conferences-No School-K-4 p.m.....	March 28
Parent Conferences-No School-K-12 pm.....	March 29
No School-K-12.....	March 30
Spring Vacation.....	April 2-6
Classes resumes.....	April 9
Professional Development-No School-K-12.....	May 25
Graduation.....	May 25
Memorial Day.....	May 28
No School K-4 pm.....	June 7
No School pm.....	June 8

**Parent- Teacher Conferences**

Evening Conferences K-12.....	November 7-8
All day conferences K-4.....	November 9
Afternoon Conferences 5-12.....	November 9
Evening Conferences K-4.....	March 27
Evening Conference K-12.....	March 28
Afternoon Conferences K-12.....	March 29

## **APPENDIX III: 2007-2008 CALENDAR**

### **2007-2008 Pottersville School Calendar**

**180 Teacher Days**

**175 Student Days**

#### **Teacher Work Days-no school**

- August 28 (new teachers), 29, & 30
- October 22
- January 21
- May 23 (opt out day)
- 8 hours professional development through out the year

#### **School Calendar**

New Teacher Orientation .....	August 28
Professional Development-No School .....	August 29 & 30
1 <sup>st</sup> Day for Students .....	September 4
Professional Development-No School .....	October 22
End of First Marking Period.....	November 2
Parent Conference – No School K-4 pm .....	November 6
Parent Conference – No School K-4 pm .....	November 7
Parent Conference – No School K-4, 5-12 pm .....	November 8
No School.....	November 9
Thanksgiving Vacation .....	November 23-24
Christmas Vacation.....	December 24-January 4
Classes Resume .....	January 7
No School K-12 pm.....	January 18
End of Semester.....	January 18
Professional Development-No School K-12 .....	January 21
Winter Break .....	February 15-18
School Resumes.....	February 19
End of third marking period .....	March 21
Parent Conferences-No School-K-4 p.m .....	April 2
Parent Conferences-No School-K-12 pm .....	April 3
No School-K-12.....	April 4
Spring Vacation.....	April 7-11
School Resumes.....	April 14
Professional Development-No School-K-12 .....	May 23
Memorial Day .....	May 26
No School K-4 pm.....	June 5
No School pm.....	June 6

#### **Parent- Teacher Conferences**

Evening Conferences K-12.....	November 6-7
All day conferences K-4.....	November 8
Afternoon Conferences 5-12.....	November 8
Evening Conferences K-4.....	April 1-2



Afternoon Conference K-12 .....April 3

**APPENDIX III: 2008-2009 CALENDAR**

**2008-2009 Pottersville School Calendar**

**180 Teacher Days                      174 Student Days**

Teacher Work Days-no school

- August 26 (new teachers), 27, & 28
- October 20
- January 19
- May 22 (opt out day)
- 8 hours professional development through out the year

**School Calendar**

New Teacher Orientation .....	August 26
Professional Development-No School .....	August 27 & 28
1 <sup>st</sup> Day for Students .....	September 2
Professional Development-No School .....	October 20
End of First Marking Period.....	October 31
Parent Conference – No School K-4 pm .....	November 4
Parent Conference – No School K-4 pm .....	November 5
Parent Conference – No School K-4, 5-12 pm .....	November 6
No School.....	November 7
Thanksgiving Vacation .....	November 27-28
Christmas Vacation.....	December 22-January 2
Classes Resume .....	January 5
No School K-12 pm.....	January 16
End of Semester.....	January 16
Professional Development-No School K-12 .....	January 19
Winter Break.....	February 13-16
School Resumes.....	February 17
End of third marking period .....	March 20
Parent Conferences-No School-K-4 p.m.....	April 1
Parent Conferences-No School-K-12 pm .....	April 2
No School-K-12.....	April 3
Spring Vacation.....	April 6-10
School Resumes.....	April 13
Professional Development-No School-K-12.....	May 22
Memorial Day .....	May 25
No School K-4 pm.....	June 4
No School pm.....	June 5

**Parent- Teacher Conferences**

Evening Conferences K-12.....	November 4-5
All day conferences K-4.....	November 6
Afternoon Conferences 5-12.....	November 8
Evening Conferences K-4.....	March 31 & April 1

AfternoonConference K-12 .....April 2

**APPENDIX IV: TEACHER'S PROBATIONARY CONTRACT**

THIS AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Potterville Public Schools of Eaton County, State of Michigan, hereinafter called the school district, and \_\_\_\_\_ (hereinafter called the teacher).

WITNESSETH: Said teacher being certified to teach in the elementary/secondary public school in the State of Michigan, hereby contracts with said school district to teach in the elementary/secondary school for the school year 20\_\_, commencing \_\_\_\_\_ and ending \_\_\_\_\_ and said district hereby contracts to hire said teacher as in here set forth on a probationary basis as provided by the Tenure Act (Act 4, P.A. Extra Sessions, 1937) as amended, in consideration for which said school district will pay to said teacher the sum of \_\_\_\_\_ dollars (\$\_\_\_\_), payable according to the Master Agreement.

The services of the teacher shall consist of teaching in the Public Schools of said school district. The teacher is subject to the policies, rules, and regulations of the Board of Education and the general school laws of the State of Michigan, and to assignment and transfer at the discretion of the Superintendent of Schools and the Board of Education, and to such terms and conditions as are specified in the Master Agreement (heretofore negotiated) by and with the Potterville Education Association.

This contract may be terminated by the Board of Education prior to its stated expiration date pursuant to a general reduction in teaching staff made necessary, in the absolute discretion of the Board of Education, by the financial condition of the Potterville Public Schools.

For the Board of Education

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Superintendent of Schools

**SUMMARY OF SALARY**

Base Salary \$\_\_\_\_\_

Extra duties - Not under Tenure

\_\_\_\_\_ \$\_\_\_\_\_

\_\_\_\_\_ \$\_\_\_\_\_

\_\_\_\_\_ \$\_\_\_\_\_

Total \$\_\_\_\_\_

\_\_\_\_\_  
Signature of Teacher

**APPENDIX V: TEACHER'S CONTINUING CONTRACT**

THIS CONTINUING CONTRACT made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between the Board of Education of Potterville of Eaton County, State of Michigan (hereinafter called the Board) and \_\_\_\_\_ (hereinafter called the teacher).

WITNESSETH: That said teacher being certificated to teach in the Public Schools in said County and State and having met the requirements of the Michigan Teachers Tenure Act being Act IV of the Public Acts of the State of Michigan (extra session) for the year 1937 as defined in said Act for continuing tenure, hereby contracts with said Board for the school year of \_\_\_\_\_ days commencing the \_\_\_\_\_ day of 20\_\_\_\_, and said Board hereby contracts to hire the said teacher \_\_\_\_\_ such appointment to continue in full force and effect as provided in the policies and the rules and regulations of said Board and until the said teacher resigns, elects to retire, or is dismissed in accordance with the provisions of the Michigan Teachers Tenure Act.

For and in consideration of such service for the school year as herein set forth, the said Board will pay to said teacher the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_ ) to be paid according to the Master Agreement.

Said teacher annually, so long as employed by said Board, shall receive a supplementary contract stating the salary for the ensuing school year to which said teacher is entitled under the rules and regulations of said Board.

This contract shall be subject to all written Board policies and the terms of the Master Agreement (now in effect) both of which are herein incorporated by reference.

Said teacher shall be subject to assignment and transfer at the discretion of the Superintendent of Schools, or the said Board, except as the same may be modified by the Master Agreement. The services of said teacher shall consist of teaching in the Public Schools of the school district administered by said Board and shall not be required to perform any other services not connected with the public schools.

This contract may be terminated by the Board of Education prior to its stated expiration date pursuant to a general reduction in teaching staff made necessary, in the absolute discretion of the Board of Education, by the financial condition of the Potterville Public Schools.

IN WITNESS WHEREOF the parties hereto have respectfully set their hands and seals the date and year above written.

_____ Member	<p style="text-align: center;"><b>SUMMARY OF SALARY</b></p> Base Salary \$ _____
_____ Member	Extra duties - Not under Tenure _____ \$ _____
_____ Member	_____ \$ _____
_____ Member	_____ \$ _____
_____ Member	<p style="text-align: right;"><b>Total</b> \$ _____</p>



## **APPENDIX VII: OBSERVATION NOTES**

This form will be used as a format for notes by the evaluator.

1. ORGANIZATION AND PLANNING: Note observations of the teacher's planning and techniques which organize students for effective instruction.
  
2. KNOWLEDGE OF SUBJECT: Note observations which demonstrate the teacher's knowledge of subject matter and curriculum.
  
3. EFFECTIVENESS OF TEACHING TECHNIQUES AND STRATEGIES: Note observations of the teacher's effectiveness in motivating, communicating with, and evaluating students.
  
4. CLASSROOM MANAGEMENT: Note observations of the teacher's management of student behavior and effective use of class time.

**APPENDIX VIII: GRIEVANCE REPORT FORM**

**DISTRIBUTION OF FORM**

POTTERVILLE PUBLIC SCHOOLS

- 1. Grievant
- 2. Principal/Supervisor
- 3. Association
- 4. Superintendent

Grievance # \_\_\_\_\_  
School \_\_\_\_\_

**LEVEL II**

A. Date cause of grievance occurred: \_\_\_\_\_

B 1. Statement of Violation: (Within 5 working days of oral response from principal)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. List sections or subsections of contract violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

Signature of Grievant and/or Association

Receipt acknowledge: \_\_\_\_\_  
Date

Signature of Principal or Supervisor

C. Disposition of Supervisor or Principal: (Within 5 working days from receipt of written grievance )

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

Signature of Principal or Supervisor

Receipt acknowledge:



\_\_\_\_\_  
Date Signature of Grievant and/or Association

D. Position of Grievant and/or Association: (5 working days to send to Superintendent)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Signature of Grievant and/or  
Association  
**LEVEL III**

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

B. Date set for Grievant and/or Association to meet with the Superintendent (within 7 working days from receipt of grievance): \_\_\_\_\_

C. Disposition of Superintendent or Designee (within 5 working days after meeting between parties): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Signature of Superintendent or  
Designee

Receipt acknowledge:

\_\_\_\_\_

\_\_\_\_\_

Date

Signature of Grievant and/or Association

D. Position of Grievant and/or Association (5 working days to send to the Board of Education, Board Committee or Designee ). \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

Signature of Grievant and/or Association

**LEVEL IV**

- A. Date received by the Board of Education, Board Committee or Designee: \_\_\_\_\_
- B. Date set for meeting between Board and Grievant and/or Association (within 20 working days for the full Board; within 10 working days for the Board Committee): \_\_\_\_\_
- C. Disposition of Board or Board Committee (within 5 working days of the meeting between the Board and the Grievant and/or Association).  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

Signature of Board or Designee

Receipt acknowledge:

\_\_\_\_\_

\_\_\_\_\_

Date

Signature of Grievant and/or Association

D. Position of Grievant and/or Association (5 working days to agree on arbitrator). .  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Date

Signature of Grievant and/or Association

**LEVEL V**

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

B. Date for Arbitration: \_\_\_\_\_

\_\_\_\_\_  
Date

Signature

**LETTER OF AGREEMENT**  
between  
**Potterville Board of Education**  
and  
**ECEA/PEA, MEA/NEA**

**Regarding: The Elementary and Secondary Education Act (No Child Left Behind)**

1. By the end of the 2005-06 school year teachers must meet the standards as established by the “highly qualified” requirements under NCLB.
2. The District will take no action to comply with NCLB which would violate the PEA collective bargaining agreement.
3. Teachers shall only be given new assignments for which they are highly qualified. If the District has no other recourse, the affected teacher will be given the first vacancy he/she applies for provided he/she is highly qualified for the position. This paragraph supercedes vacancy, transfer, layoff and recall provisions of this Agreement.
4. A Teacher who is not highly qualified as of the end of 2005-06 school year for his/her teaching assignment shall be granted the first vacancy he/she applies for provided he/she is highly qualified for the vacancy. If there is no vacancy for which the teacher is highly qualified, said teacher shall be treated under the Layoff & Recall provisions of this Agreement as if his/her current position has been eliminated.
5. School Improvement Plans as required by NCLB, which may affect the wages, hours or working conditions of

teachers shall be submitted to the appropriate representatives for bargaining.

6. A NCLB-AYP Committee shall be established. If the need for this committee occurs, it will be composed of 3 administrators appointed by the Superintendent, 3 teachers appointed by the Association President, and the Superintendent
7. For teachers still needing to become highly qualified, a HQ Review Board (HQRB) shall be established to conduct an assessment of the option elected and pursued by a teacher. The HQRB shall be composed of four (4) members; two (2) administrators appointed by the Superintendent and two (2) teachers appointed by the Association. The HQRB shall determine whether a teacher has become “highly qualified” by meeting one (1) of six (6) available options (Test Option, Graduate Degree/30 credit hours Option, National Board Certification Option, 3 years and 18 Credit Hours Option, 3 Years and 90 contact hours/6 semester hours Option, Portfolio Assessment Option)
8. Compensation for serving on NCLB-AYP or HQRB will be provided if NCLB provides dollars which can be used for this purpose provided the time is not being counted as PD time. Pay will be at the rate of \$20/hr. if outside the teachers work day.
9. Teachers will be reimbursed for the cost of taking tests to become highly qualified. Only one reimbursement per subject area. Compensation provided once (when the test is passed). This policy is retroactive to June 2004.

For the Board	Date
For the PEA	Date