

AGREEMENT

between the

POSEN BOARD OF EDUCATION

and the

**NORTHERN MICHIGAN EDUCATION
ASSOCIATION**

MEA/NEA

POSEN, MICHIGAN

2009-2010, 2010-2011

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ARTICLE 1

RECOGNITION

- 1.1 The Board hereby recognizes the Northern Michigan Education Association, MEA/NEA as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 amended for all certified regular full-time and part-time teachers under contract including librarians and counselors in the Posen Consolidated District #9, but excluding administrators, supervisors, and all other employees of the District.
- 1.2 The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Northern Michigan Education Association in the bargaining unit as above defined, and references to male teachers shall include female teachers.
- 1.3 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 2

BOARD RIGHTS CLAUSE

- 2.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves onto itself, with limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by county, district, or local laws or regulations or by the laws of the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities;
 2. To hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and the terms and conditions of employment.
- 2.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and the regulations, laws, and Constitutions of the State of Michigan and the United States.

ARTICLE 3

PROFESSIONAL COMPENSATION

- 3.1 The salaries of the teachers covered by this Agreement are set forth in Appendix A (Salary Schedule), which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- 3.2 Salary schedule is based on the number of teacher workdays as indicated in Appendix B (School Calendar).
- 3.3 A teacher's daily rate shall be determined by dividing the teacher's base pay by the actual number of teacher work days scheduled.
- 3.4 As a result of a field trip, teachers whose classes will not meet or have been reduced significantly in number will be available for other teaching assignments or library supervision.
- 3.5 All teachers shall be required to attend (unless excused by building principal) a maximum of two school functions without additional compensation. The Board shall give teachers two weeks advance notice of said functions.
- 3.6 If school is closed due to Acts of God (as defined by the State Department of Education - Child Accounting), teachers will not be required to report for work and shall suffer no loss in pay. Days shall be made up if so required by laws of the State of Michigan, and if those laws are not deemed invalid by a court of competent jurisdiction. Days missed due to "Acts of God", which must be made up, shall be made up at the end of the school year.

ARTICLE 4

TEACHING HOURS AND CONDITIONS

- 4.1 The teacher's normal teaching day (hours) in the Posen Consolidated School shall be as follows:
1. Teachers shall check in no later than 8 a.m.
 2. Elementary teachers shall be at assigned place of duty at 8:00 a.m. Secondary Teachers shall be at assigned place of duty at 8:05 a.m.
 3. Teachers will leave school no earlier than 3:15 p.m. (In no case shall teachers leave before all buses have left the school grounds.)
 4. See Appendix D for school hours.
- 4.2 The Board recognizes the principle of a standard forty-hour work week, exclusive of lunch, and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building.
- 4.3 Teachers will not leave their classes unattended when a class is present; however, if circumstances make it necessary for a teacher to leave the room while the class is present, he/she shall make arrangements with an adult supervisor or another teacher to attend the class during his/her absence. A teacher will not be reprimanded if he/she occasionally needs to go to another room for supplies. This should not be a daily occurrence and should not require a teacher to be out of the room for an unreasonable period of time.
- 4.4 All teachers shall be entitled to a duty-free uninterrupted lunch period, in no event less than 30 minutes.
- 4.5 The Board shall make available in each school a lounge, restrooms, and lavatory facilities exclusively for adult school personnel. The Board will allow the Union to install a telephone, in its own name and at its own expense, for Association members' use only. The Association shall indemnify the Board for any expense for said telephone.

- 4.6 Teachers will be paid the IRS rate per mile when they use their own vehicle for travel required by the superintendent, administration or Board of Education on official school business.
- 4.7 Teachers will comply with reasonable rules, regulations, and directives from time to time adopted by the Board of Education or its representatives which are not inconsistent with the provisions of this Agreement.
- 4.8 It shall be the responsibility of the teacher to arrange for a substitute teacher using the Willsub System. If the teacher is calling in after 7 a.m., a phone number and contact person will be set up by the Board for the teacher to call to be assured a substitute for that day.
- 4.9 Teachers may be asked to substitute during their planning period provided that all reasonable efforts to secure a substitute have been exhausted. Pay would be a pro-rated amount according to the number of periods scheduled during the day. This pay would be determined by dividing the teacher's base pay by the actual number of teacher work days scheduled. Substitution will not exceed five (5) consecutive school days.
- 4.10 The superintendent may call general staff meetings at his discretion. Twenty-four (24) hours advance notice will be provided when possible. General staff meetings will not exceed the total of nine meetings per year, excluding preschool meetings, unless due to emergencies or urgent matters. Building meetings will be held at 7:40 a.m. (if feasible) at the discretion of the building principal, but shall not normally exceed two (2) meetings per month.
- 4.11 Contract negotiations will normally be after school hours. However, they may occur during school if superintendent can so arrange without disturbing the school program.
- 4.12 The Association and its representatives, upon request to the building principal, shall be assigned a room whereby the Association may transact its business. School facilities will only be made available for the above use when a custodian is on duty and not during the regular scheduled school day.

ARTICLE 5

TEACHING LOADS AND ASSIGNMENTS

5.1 Teachers shall be assigned according to their highly qualified status as written by the Michigan Department of Education.

5.2 Each full-time teacher will have a preparation period free from students equal in length to their classroom instruction periods. Teachers assigned four (4) periods of classroom instruction in a six period day shall have a preparation period equal to two-thirds of a classroom period. In the event of a seven period day teachers assigned four (4) periods of classroom instruction shall have four-sevenths (4/7) of a preparation period. Teachers assigned five (5) periods of classroom instruction in the event of a seven period day shall have five-sevenths (5/7) of a preparation period. Teachers assigned three (3) hours or less shall not receive a preparation period.

5.3 Recommended size of classes:
Whenever feasible under the circumstances (availability of facilities and financial resources) the maximum number of pupils per teacher shall be as follows:

1. Kindergarten and elementary grades..... 30 pupils
2. English, Social Studies, Mathematics,
Science, Language, Business, General
Education and Health Education,
Personal & Family Living 25 pupils
3. Industrial Arts, Drafting, Vocational
Shop, and Homemaking 20 pupils
4. Typing 30 pupils
5. Physical Education 40 pupils

The Board reserves the final decision regarding class size.

5.4 The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, etc., are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection

and use of such educational tools. The Board reserves the final decision regarding the selection and purchase of textbooks, teaching aids, and school supplies.

5.5 To fill any vacancies the Board of Education will post the vacancy and consider the qualifications of members of the bargaining unit if they so apply. If more than one teacher from the bargaining unit applies and meets all qualifications, placement will be done by seniority.

5.6 Extra-curricular Vacancy

To fill any extra-curricular vacancy, the Board of Education will post the vacancy and will place a bargaining unit member or a person with a background in education in the position, if they qualify and if they so apply. The Board will provide justification in writing for not hiring a person with a background in education. If more than one teacher from the immediate staff applies and meets all qualifications, placement will be done by seniority.

ARTICLE 6

LEAST RESTRICTIVE ENVIRONMENT

- 6.1 The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual special needs student should participate in regular education programs and services involve considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). Although it is agreed that the special needs student's participation and right to participate in regular education programs and services cannot be affected by this agreement, the District does agree to consider how the special needs student's placement will affect teachers when determining the student's placement.
- 6.2 Further, the parties recognize that whether any special needs student's participation in regular education programming can be achieved satisfactorily will depend upon the multiplicity of factors including, most notably, proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular educational personnel (e.g., training regarding the teaching/training of the special needs student in the regular education classroom, access to consultative special education personnel and provisions for support personnel) and the reasonableness of the demands placed on the regular education classroom personnel (and the non-special needs students in those regular education classrooms).
- 6.3 **IEPC Participation**
Any bargaining unit member who may be providing instructional or other services to a special needs student in a regular education classroom setting may be invited, in writing, to participate in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. A substitute shall be provided for any teacher so involved.
- 6.4 **Calling IEPC**
If any bargaining unit member, in writing, advises the District of a reasonable basis to believe that a special needs student's current IEPC report is not meeting the student's unique needs as required by law, the District shall forthwith call an IEPC. The member so advising the District shall be invited to, and attend, the IEPC.
- 6.5 Except in life-threatening or extenuating circumstances with contact by the Administration with the Association President, no member shall be

required to perform medical (excluding doctor prescribed medicine), hygienic or other non-instructional procedures for students such as, but not limited to, medical appliances, diapering, or attending to any personal hygiene or medical need(s) of the student(s).

- 6.6 No bargaining unit member who is not certified in Special Ed shall be evaluated in writing based on his/her performance with special needs students.

ARTICLE 7
PERSONNEL FILE

7.1 Freedom of Information Act

1. Teachers shall have access to their personnel files during normal business hours not more than two (2) times per year, unless further access is granted by the District. This file shall be the official file maintained with respect to each teacher.
2. The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference; other than those which are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary materials; and letter of resignation.
3. The Board agrees to notify the teacher when the Board receives a request for all or part of that teacher's personnel file under the Freedom of Information Act. The teacher will be provided opportunity to review the contents before the release of the file. The teacher may request Association representation in this review. The parties recognize that, under the exceptions provided under Section 13(1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, the other federal and state laws, any of the following Information will be automatically redacted from any materials prior to the release of the file.
 - a. race
 - b. unlisted telephone number(s)
 - c. personal insurance information
 - d. social security number(s)
 - e. bank account information
 - f. credit union information
 - f. medical and/or psychological records, facts or evaluations if an individuals identity would be revealed
 - g. documents relating to a criminal investigation where no charge(s) was filed or where the charge(s) was found to be unsubstantiated as per Bullard-Plawecki
 - h. documents relating to allegations of misconduct or incompetence (excluding evaluation documents), where no charge(s) was filed or the allegations were found to be unsubstantiated (nothing prohibits the district from maintaining separate investigative files)

- i. documents relating to closed tenure proceedings (except for documents containing public information), including the charges themselves (including exhibits, testimony, etc.), prior to a final disposition on the charges
- j. any disciplinary information more than four (4) years old, unless the disclosure is required by law
- k. any references to the teachers political or other associations or affiliations, as required under Bullard-Plawecki
- l. student records or references to specific students as required by FERPA
- m. evidence concerning authorization to work in the U.S.
- n. employer reference, as required under Bullard-Plawecki
- o. educational transcripts
- p. criminal history checks including fingerprints
- q. documents pertaining to current litigation involving the requesting party
- r. privileged attorney communications, opinions, work products

7.2 No complaint against a teacher by a parent, citizen of the district, or student, or reference thereto, may be placed in the personnel file without the complaint being previously drawn to the teacher's attention, and the holding of a meeting between the teacher and the person making the complaint. The administration shall attend the meeting.

ARTICLE 8

POSEN STUDENTS ATTENDING OTHER SCHOOLS

No bargaining unit member will suffer loss of employment or compensation as a result of students in the Posen District attending classes in neighboring school districts.

ARTICLE 9

TEACHER EVALUATION

9.1 All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

9.2 Tenured Teacher Observation

1. Each tenured teacher shall be apprised in specific terms of the teacher's responsibilities. It shall be a major administrative responsibility to improve instruction through direct observation of the teacher's work, and through providing written summaries of the teacher's work, and through providing written summaries of those observations together with any recommendations the administrator may have for the teacher. The frequency of such observations shall be at the discretion of the administrator, but in no event shall they be of such frequency or duration as to interfere with the normal teaching/learning experience.
2. Following each observation the administrator shall, within five (5) school days, prepare and submit a written report and recommendations, if any, to the teacher. The administrator shall then hold a conference with the teacher for the purpose of clarifying the written report and recommendations. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall identification of the specific ways in which the teacher is to improve, and of assistance that is to be given by the administrator and other staff members. In subsequent observation reports, failure to again note such unacceptable work shall be interpreted to mean that adequate improvement has taken place.
3. A teacher who disagrees with an observation or recommendation, upon receiving the written report, may within ten (10) school days, submit a written answer which shall be attached to the file copy of the observation in question.

9.3 Probationary Teacher Evaluation

1. Every probationary teacher employed for at least one full school year shall have, in each of four years of probation, an Individual Development Plan (IDP) developed and in place by October 1. The

IDP shall be developed by the appropriate administrator "in consultation" with the teacher and his/her assigned mentor.

2. The probationary teacher shall have an annual year-end performance evaluation which must include an assessment of the teacher's progress in meeting the goals of the IDP. The annual performance must be based on at least two (2) classroom observations at least 60 days apart. The first observation shall be conducted no later than December 1. The probationary teacher's first district-required evaluation shall take place no later than the conclusion of the first semester. The second district-required evaluation shall take place by March 31. Continued probationary or tenure status for the next school year(s) shall be recommended by April 1.

ARTICLE 10

PROTECTION OF TEACHERS

- 10.1 The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board Policy. It shall be the responsibility of the teacher to report to his/her principal the name of any student who in the opinion of the teacher needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- 10.2 Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported promptly in writing to the superintendent. In the event of such an assault, the teacher involved may request assistance of the Board in such matter. These requests shall be made in writing to the superintendent who shall make a determination, upon the advice of the Board's attorney, as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof. The advice of the attorney shall be in writing.
- 10.3 Time lost by a teacher that results from proceedings in a criminal charge or civil claim arising within the scope of the teacher's work duties and is not compensable under Workmen's Compensation, shall not be charged against the teacher unless he/she is adjudged guilty or liable by a court of competent jurisdiction.
- 10.4 No disciplinary action shall be taken upon any complaint by a parent of a student directed towards a teacher without first having a meeting between the parent and the teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.
- 10.5 A teacher shall be entitled to have a representative of the Association present when he/she is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present or 24 hours have elapsed.

10.6 No teacher shall be disciplined, reprimanded or reduced in pay without just cause. Any such discipline, reprimand, or reduction in pay shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE 11

GRIEVANCE PROCEDURE AND ARBITRATION

- 11.1 A grievance is a claim by a teacher or the Association that there has been a violation or misapplication of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance procedure.
- 11.2 An individual employee may present a grievance to the Board or its designated representative without the intervention of the Association or its representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.
- 11.3 The Association has the right to be notified whenever a grievance is being processed, and the right to be present at all steps of the grievance proceedings.
- 11.4 The discussion of grievances will normally be after school hours with no salary or pay by the Board of Education.
- 11.5 Notwithstanding the expiration of this contract any teacher who files a grievance while the contract is in effect shall have the right to process the grievance as herein provided.
- 11.6 The following matters shall not be subjects for binding arbitration under this Agreement
1. The termination of services or failure to re-employ any probationary teacher;
 2. The placing of a non-tenure teacher on a fourth year of probation.
 3. Any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of the Public Act, Extra Session of 1937 of Michigan as amended), Civil Rights Commission or the Worker's Compensation Board.

11.7 Procedural Steps

1. Level I

The teacher with a grievance shall discuss the matter with his/her principal, either individually or with his/her Association representative, with the objective of resolving the matter informally. The teacher with a written grievance shall submit a "written grievance" to the principal within ten (10) working days of the time a grievance arises. The principal shall make his/her decision known in writing within five (5) working days.

2. Level II

If the grievance is not resolved in Level I, the employee may, within five (5) working days or receipt of principal's answer, submit to the superintendent a signed written "Statement of Grievance." A copy shall be given to the principal involved at the same time. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee involved (Appendix C). The superintendent or his/her designated representative shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by written mutual agreement of the superintendent and the employee or his/her representative.

3. Level III

If the grievance is not resolved in Level II, the superintendent and/or other representatives of the Board and representatives of the employee shall normally meet after working hours to discuss the grievance. They shall meet within a reasonable time, not to exceed five (5) working days unless a longer time is mutually agreed upon in writing between the parties.

4. Level IV

If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Level III, either the Board or the Association shall have the right to appeal the dispute to an

impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within ten (10) working days from the date of the meeting provided for in Level III.

11.8 Any grievance not advanced to the next step by the employee within the time limit in that step, shall be deemed abandoned. Time limits may be extended by the Board and the employee/Association in writing, then the new date shall prevail.

11.9 If the Board or Board representative fails to meet the time requirements at any level, then the grievance shall be advanced to the next step of the grievance procedure.

11.10 Powers of the Arbitrator

1. It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. He shall have no power to rule on any of the following:
 - (1) the termination of services or failure to re-employ any probationary teacher;
 - (2) the placing of a non-tenure teacher on a fourth year of probation;
 - (3) the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule;
 - (4) any claim or complaint subject to the procedures specified in the Teacher Tenure Act (Act IV Public Act, Extra Session of 1937 of Michigan as amended);
 - (5) any matter involving the content of teacher evaluations.
 - c. He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any

action taken by the Board, nor shall he have the authority to interpret questions of law.

- 11.11 The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

ARTICLE 12

NEGOTIATIONS CLAUSE

- 12.1 It is contemplated that matters not specifically covered by this Agreement in regards to wages, hours, and working conditions shall be subject to professional negotiations upon the mutual consent of the parties. However, subjects prohibited from inclusion in collective bargaining by law shall not be subject to professional negotiations.
- 12.2 Beginning not later than April 1 of the calendar year in which this Agreement expires, the Association and Board agree to negotiate over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teachers' wages, hours, and terms and conditions of their employment. Any agreement so negotiated and ratified shall be reduced to writing and signed by the Board and the Association.
- 12.3 In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- 12.4 The final agreement shall be ratified by both parties. The Board and Association shall exchange results of their vote upon the completion of those votes. There shall be three signed copies of ratified agreement, one each for the Association, the Board, and the Superintendent's file. Any correspondence and communication between members of the Association and the Board relevant to conditions established by such Agreement shall be conducted directly through the Superintendent and the Association president

ARTICLE 13

POLICIES GOVERNING SALARIES

13.1 Salary Schedule

The salary schedule expresses a policy which the Board will follow in fixing salaries. Contracts will be adjusted September 1 for those teachers who may have acquired enough additional hours to put them into another pay bracket between signing contracts and September 1 of any year. Teachers with additional hours after September 1 shall be advanced at the beginning of the second semester if they have verification of credit and proof of course work completion. Credit hours used for advancement on the salary schedule must be graduate level courses from an approved college or university. The teachers will be paid biweekly on a ten or twelve-month basis. The superintendent of schools may recommend that teachers be given credit for:

1. Up to five (5) years experience on the salary schedule for teaching in other schools;
2. Up to two (2) years of military service (if the individual has had prior teaching experience);
3. One (1) year credit for the Educational Intern Program;
4. Up to two (2) years of credit for work related experience, if in the vocational area.

13.2 Teachers with a BA + 30 will be paid \$85.00 less on each step than the MA salary schedule.

13.3 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, MEA-PAC/NEA-PAC contributions, MEA Financial Services Programs, deferred income plans allowed through a qualified Section 125 Plan or any other plans or programs jointly approved by the Association and the Employer. Payroll deductions (excluding those mandatory) will be limited to four (4) for each employee. Changes in annuity program will be done by joint agreement.

13.4 Health Insurance

The Board, shall provide without cost to the employee for the duration of this contract, the following insurance coverage:

Plan A –For Teachers needing health insurance

Health	MESSA Choices II \$10/\$20 drug co-pay reimbursed back to \$5.00 per prescription
Long Term Disability	SET 50% \$2,500 maximum 60 calendar days - modified fill Maternity Coverage Pre-existing Condition Waiver - Yes Freeze on Offsets - Yes Alcoholism/drug 2 year Mental/nervous same as any other illness COLA - no

Dental	SET Plan I 50/50 ortho; \$1,500 max.
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Vision	MESSA VSP-2
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Life	\$50,000 AD & D
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Plan B – For Teachers not needing health insurance

Dental	SET Plan I 50/50 ortho; \$1,500 max.
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Vision	MESSA VSP-2
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Long Term Disability	Same as above
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Life	\$50,000 AD & D
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Plan C – For Teachers not needing health insurance and having a spouse eligible for Plan B

Long Term Disability	Same as above
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Life	\$50,000 AD & D
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13.5 Option in Lieu of Health Insurance

Upon completion of appropriate written authorization from the employee, the full-time employee not selecting health insurance may select the employee's choice of MESSA or SET options or any annuity program presently serving Posen Consolidated Schools. The employer's cost shall be the cost of MESSA Super Med II single subscriber health insurance.

13.6 Part-Time Employee Benefits

Part-time employees shall have appropriate prorated health or prorated options in lieu of health and prorated dental insurance premium payment equivalent to their assignment. Based on the six-period school day, a teacher teaching:

- 1 period shall have 1/6 premium payment(s) made by the employer
- 2 periods shall have 1/3 premium payment(s) made by the employer
- 3 periods shall have 1/2 premium payment(s) made by the employer
- 4 periods shall have 2/3 premium payment(s) made by the employer

In the event a seven-period school day would be implemented, the ratio would be consistent to the seven-period school day.

The remainder of the premium payment will be deducted from the participating employee's pay. Part-time employees will not be required to accept or participate in either health and/or dental coverage programs. Part-time employees not participating in the health and/or dental coverage program will receive no additional compensation.

13.7 Coverage for any teacher leaving the Posen Consolidated School District #9 shall end effective August 31, except when the teacher leaves before he completes his contractual working days, in which case the coverage is pro-rated.

13.8 The Board will not contribute toward the cost of insurance for a teacher on leave of absence.

13.9 Insurance on Leave

Teachers on leave, when insurance premiums are not paid by the Board, may arrange with the business office to pay their own premium, in advance, for insurance benefits, subject to the rules and regulations of the insurance carrier.

13.10 The Board will pay all deductibles associated with the Choices II program.

13.11 Changes in family status, which would change insurance premiums (i.e., full family to employee and spouse) shall be reported by the employee to the personnel office within thirty (30) days of such change.

13.12 Employees newly hired by the Board of Education or those returning from an approved leave of absence where health and/or dental insurance was not maintained by either the Board or the employee shall be eligible for the appropriate Board paid insurance premium upon acceptance of written application by the insurance carrier on the first day of the month following the month work commenced.

13.13 Termination of Insurance

All fringe benefits that a teacher is eligible for will cease upon termination of employment. A teacher will be notified upon termination of his/her insurance. Teachers who have fulfilled their contractual workdays shall have the appropriate coverage for a twelve (12) month period. Others shall be prorated to the terms of the carrier.

13.14 Retirement/Severance

Teachers retiring from the Posen Consolidated School District #9 after teaching 15 years in the school system will qualify for a retirement allowance within the following conditions:

1. A minimum of 15 years active full-time teaching experience in the Posen Consolidated School District #9.
2. Up to five (5) years of experience outside of the Posen Consolidated School District #9 may be credited to a teacher if the teacher was employed as an active, full-time teacher in the Posen Consolidated School District #9 on August 24, 1982. Teachers hired after this date will not be credited with teaching years of experience outside the Posen Consolidated School District #9 for the computation of the retirement allowance.
3. To participate, the teacher must be retiring from teaching and planning to participate in the Michigan Public Schools Retirement Fund.

4. Written notification to allow a retirement allowance must be received by the superintendent no later than 90 days prior to the effective date of retirement.

Computation of the retirement allowance will be based on the number of "eligible days" multiplied by the "daily rate."

"Daily rate" will equal the dollar value of the BA-1 step of the salary schedule in effect divided by 181 (the number of contractual teacher workdays).

"Eligible days" will be whichever is less:

- a. One-third of the teacher's accumulated sick days, or
- b. The number of years of full-time teaching experience in the Posen Consolidated School District #9 multiplied by the "age factor" listed below:

<u>Age</u>	<u>Factor</u>
55	3.0
56	2.6
57	2.2
58	1.8
59	1.6
60	1.4
61	1.2
62	1.0

To qualify for a retirement allowance the teacher must retire at the end of a school year. There will be no mid-year retirement allowance payments.

The retirement benefit allowance will be paid to a teacher in one payment on the last scheduled regular paycheck a retiring teacher is to receive. The teacher's age for the purposes of computation will be their age on the last day of school in the year receiving the retirement allowance.

Example: Teacher is 55 years old/30 years full-time teaching experience in the Posen Consolidated School District #9/110 accumulated sick days.

"Eligible days" = 110 (accumulated sick days) ÷ 3 = 36

= Thirty (years of experience) x 3.0 (age factor) = 90

Thirty-six = "eligible days" as this number is less than 90.

"Daily rate" = \$13,019.00 ÷ 181 = \$71.92

Payment = \$71.92 x 36 = \$2,589.12

13.15 The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action by the employer in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.

13.16 Alternate Retirement Severance

Upon retirement from teaching in the Michigan Public Schools, an employee who has fifteen (15) or more years of continuous service (excluding leaves) in the Posen Consolidated School District shall be eligible for a severance allowance.

The maximum allowance shall be \$18,000.00, as determined by the following table:

<u>Service to Posen Schools</u>	<u>Severance</u>	<u>Payment</u>
15 to 25 Years	\$18,000	5 Years
26 Years	14,000	4 Years
27 Years	10,000	3 Years
28 Years	7,000	2 Years
29 Years	4,000	1 Year

After 29 years, there is no alternate retirement severance. The stipend shall be paid beginning in July of the retirement year, and each July thereafter until paid in full, unless said employee shall die. There is no death benefit.

The employee must submit written notification of intent by April 1, to the superintendent. Benefits to employees who submit after April 1 shall be at the discretion of the Board of Education.

Such severance can only be exercised between academic years.

Employees choosing the early retirement/severance, Section 13.11, shall not be eligible for the alternate severance allowance, Section 13.15, and vice versa.

ARTICLE 14

PERSONNEL POLICIES/LEAVES

14.1 Professional Growth

In-service training (not deducted from leave time). Permission to attend conferences, conventions, or visitations at other schools must be given by the superintendent. Transportation may sometimes be furnished (by the school car) or IRS rate per mile (map mileage) paid if personal car is used. The Board may pay part or all of the expenses. Itemized statement must be presented.

14.2 Sick Leave Accumulation

1. Sick leave time accrues at the rate of ten (10) days per year. The days shall accumulate until the total has reached One Hundred Thirty (130) days.
2. Beginning teachers become entitled to five sick leave days after the first official workweek of the first month. Five additional sick leave days will be added at the beginning of the second semester to a total of ten days. After the first year of employment, one additional sick leave day will be added on the first day of each month for September through June. Sick leave days may not be used before they are credited to a teacher's account.
3. If requested, the Board shall furnish teachers with a written statement by October 1 of each school year setting forth total sick leave accumulation.
4. There shall be no additional payment made for any unused sick leave time accumulated by an employee at the time of resignation, dismissal, retirement, leave of absence, or death, unless Article 13.11 allows a retirement allowance based in part on accumulated sick days.
5. If an employee is absent from work due to an injury received while in the course of the teacher's employment, and is eligible for Worker's Compensation, the Board shall pay to each teacher the difference between the teacher's salary and benefits payable under Worker's Compensation but not to exceed the pro-rata sick days the teacher has available. The Board shall deduct from the number of sick leave days available only that proportionate amount to equal

the teacher's salary. For example: Worker's Compensation - 66% - Board 34%, or 9 days Worker's Compensation and three (3) days sick leave time.

14.3 Sick Leave

1. All absences due to illness/disability of the teaching employee shall be subtracted from accrued sick leave. Illness/ disability due to pregnancy or the termination thereof shall be treated as any other illness/disability.
2. In case of serious illness in the immediate family, the teacher may be absent for one day without loss of pay. The day will be deducted from sick leave time.
3. After three (3) consecutive days absent, the Board may require a statement by a physician.

14.4 Death Leave

Leave of a maximum of four (4) calendar days per occurrence shall be granted in case of death in the immediate family, and this shall not be deducted from accrued leave time. Immediate family shall be defined as mother, father, stepfather, stepmother, mother-in-law, father-in-law, brothers, sisters, husband or wife, children of employee, step-children, grandparents, grandchildren, brothers-in-law, and sisters-in-law. Days off must be within consecutive working days, provided, however, that one such day shall be the day of the funeral and it is established that the employee attended the funeral. Advance notification of the leave must be provided to the superintendent. Requests for additional family members may be granted by the Superintendent.

14.5 Personal Business Days

1. Teachers shall be granted a maximum of three (3) days per year for personal business. These days shall not be deducted from accrued sick days, and shall not be cumulative. The teacher shall notify the superintendent two (2) days in advance, except in case of emergency. Except in emergency situations, no more than two teachers may be granted personal days for any given day.
2. Personal business days may not be used for recreation, entertainment, shopping, job interview, Association business, nor be the day before a holiday or school recess, or the day following a holiday or school recess.

3. Personal business days may be used for but not be limited to appointments with attorneys, banks on financial matters, household emergencies (furnace, water, sewer, fire), transportation emergencies (obtaining estimates for personal vehicle accident and major repairs), moving (teacher not covered if moving out of system), meeting with college advisor pertaining to graduate degree, marriage (own), and real estate transaction (the final signing of papers towards the purchasing of a home).
4. Medical doctor appointments would be deducted from sick leave.

14.6 Return from Sick Leave:

1. In case of the return to duty of a teacher who has been absent due to a contagious disease or a nervous or mental disorder, he/she must present a statement from his/her physician if requested by the superintendent.
2. A teacher must have a TB examination as required by law.
3. On request of the Board a teacher may be required to have a physical examination. If requested by the Board, the Board will pay for the examination by a local physician of person's choice (doctor must be a M.D. or D.O.).

14.7 A leave of absence of up to one school year may be granted by the Board, without pay or benefits, upon application by a teacher. Said application must be made by June 15 of the preceding school year.

1. One (1) extension of one (1) year may be granted if application for extension is made prior to March 1 of the year of said leave, upon approval of the Board.
2. While on leave the teacher shall keep the same tenure status and seniority he/she had at the time the leave started. The teacher shall be placed at the same step on the salary schedule that he/she had achieved at the time the leave started.
3. Notice of intent to return from leave must be received, in writing, by the superintendent by March 1 of the year of the leave. Failure to notify the superintendent of intent to return from leave by March 1 will result in a certified/registered letter being sent to the teacher requesting verification of intent to return. If the teacher fails to respond by April 1, the teacher shall be considered to have resigned

from the school system. The Union shall be informed of the status as of March 1.

4. When returning from leave, the teacher will be assured of his/her original position, if it still exists. If it does not exist, the teacher will be placed in a position for which the teacher is certified and qualified.
5. To be eligible for said leave, the teacher must have been an employee of the school system for at least ten (10) years.
6. If more than one teacher applies for leave for the same year, the most senior teacher's application will be considered first.
7. Such leaves shall be considered only on a marking period, semester or school year basis. If the teacher applies for leave for the second semester, application shall be made at least 60 days prior to the commencement of said leave.
8. Every effort will be made by the Association member and the administration to obtain a knowledgeable substitute teacher in the subject area of the employee on leave.

14.8 Selective Service Physical Examination

Up to 2 leave days with pay will be provided for selective service physical examination.

14.9 Child Care Leave

Childcare leave without pay shall be granted upon request. The length of the leave shall not exceed one (1) year. An extension of this leave may be granted at the request of the teacher and upon final approval of the Board.

The teacher shall, if possible, notify the superintendent and Board in writing at least three months prior to the expected leave date so that arrangements can be made for a replacement. The notification shall as nearly as possible specify the beginning date of the leave. The notification shall specify the ending date of the leave.

1. Reassignment will commence upon the end of the leave.
2. A teacher may request in writing to the Board to be reinstated prior to the end of the leave, subject to approval of the Board.

3. The teacher shall maintain the same tenure status and seniority he/she had at the time the leave started and shall return at point on the salary schedule at which he/she left.
4. When returning from leave the teacher will be assured his/her original position if it still exists. If the original position does not exist, the teacher will be placed in a position for which the teacher is qualified and certified.
5. Once the beginning date has been approved by the Board, it shall not thereafter be changed, except in cases of emergency, to be determined on an individual basis
6. Re-employment will commence upon the date specified. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.
7. Failure to return from a said leave on the date specified in said leave may result in disciplinary action.
8. Childcare leave will be granted without pay and without seniority and experience credit, and without sick leave accumulation. Upon return from said leave, the teacher shall be restored to his/her same position on the salary schedule as when he/she left and be entitled to other benefits accrued prior to said leave.
9. Notice of intention to return from leave must be sent in writing to the superintendent ninety (90) calendar days prior to the end of the leave.

14.10 Sick Bank

1. The Employer shall provide One (1) sick day per participating member, and each participating member providing Two (2) sick days out of their personal sick time to establish a sick leave bank. The sick bank will have no less than Three (3) days per participating member at the beginning of each fiscal year, and will never exceed One Hundred Thirty (130) days during any fiscal period. Unused days remaining in the sick leave bank at the end of the year will accumulate for the following year.
2. To maintain a sick bank the Employer will provide One (1) sick day per participating member per year, if the total number of days in the sick bank is below the minimum requirement of Three (3) days per

participating member at the beginning of the fiscal period. Participating unit members will be required to contribute additional days, when the Employer's contribution when added to the previous year's accumulation will not equal the required Three (3) days per participating unit member. If a participating member has unused personal business days at the end of the fiscal period, these days will be added to the sick bank days. Also, if a participating member "maximizes" their personal sick days, days over the maximum will be added to the sick bank.

3. Upon depletion of a participating member's personal sick days, any member may make application to utilize sick leave bank days. Application will be made to the Superintendent or Union President to utilize sick leave bank days. Utilization of sick leave bank days shall be for the same purposes as personal sick days found in this article, so long as there are days remaining in the bank during any fiscal period. In order to draw from the sick bank, participating members must use Ten (10) consecutive days per application with a maximum of no more than Forty (40) days in any fiscal year period. Monthly reports on the status of the sick leave bank, including the number of days remaining, will be provided to the association/union by the employer.

14.11 Family and Medical Leaves

1. Upon request, the employer shall grant unpaid leaves of up to sixty (60) days for the following reasons:
 - a. The serious health condition of the employee; or
 - b. The serious health condition of the employee's spouse, parent, parent-in-law, grandparent, or child, or
 - c. The birth of a child; or
 - d. The placement of a child for adoption or foster care.

Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.

2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no

longer exists, the employee shall be returned to a position equivalent in responsibility and compensation.

3. The employee shall have the option of first using accrued paid sick leave, vacation, and/or personal leave during the leave. The remainder of any leave time will be unpaid.
4. Fringe benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
5. Seniority shall not continue to accrue during the leave.
6. The employee shall have the right to take the leave on a reduced or intermittent schedule.
7. Whenever practicable, the employee will provide the employer at least thirty calendar days written notice of the request for the leave. It will include the reason for the request; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave.

14.12 Health Leave

1. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall upon request be granted a leave of absence by the Board without pay for the duration of the illness or disability for up to one (1) year. An extension of this leave may be granted at the request of the teacher upon approval of the Board.
2. While on leave, a teacher shall maintain the same tenure status and seniority he/she had at the time the leave started and shall return to the point on the salary schedule at which he/she left.
3. Notice of intention to return from leave must be sent in writing to the superintendent 60 calendar days prior to the end of the leave. Failure to provide such notice may be cause for disciplinary action. The request to return must be accompanied by a physician's statement certifying the teacher's physical and emotional fitness to return to teaching. The release to return must be furnished by the teacher at his/her expense.
4. When returning from leave the teacher will be assured his/her original position if it still exists, or placed in a position for which he/she is qualified.

14.13 Exchange Leave

A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching program in other territories or foreign countries, provided said teacher not later than March 1 states his/her intention in writing of returning to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she was when he/she left.

14.14 Association Leave

The employer shall provide to the Association two (2) days per school year of released time for the handling of Association business as deemed appropriate by the Association president. If a substitute is required the cost will be assumed by the Association. The teacher(s) released will suffer no loss in pay or benefits.

14.15 Litigation

A teacher will not experience loss of pay for absenteeism on days involving litigation initiated by or in behalf of the Board of Education. Teacher litigation against the Board resulting in absenteeism of a teacher would result in a loss of pay.

14.16 Resignations

When an employee desires to resign during the period of his contract, he/she shall file a request in writing.

1. The resignation may be accepted by the superintendent (if in the judgment of the superintendent the reasons are valid).
2. Otherwise, the resignation shall be submitted to the Board of Education for final decision.

14.17 Sabbatical Leave

1. A teacher who has been employed seven years may be granted a sabbatical year for the purpose of pursuing further study in his/her field through an accredited college. The program would have to be submitted to the Board of Education for approval and the year would be without pay.

2. A teacher upon return from a sabbatical leave shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period if he/she has maintained a "B" average or on the same step (no advance) if "C" average is obtained. If applicant desires to return to the system, superintendent must be notified in writing of his/her intentions by March 1.
3. Only one teacher of the teaching staff may be permitted such leave every other year.

14.18 Jury Duty

Any teacher called for jury duty during school hours shall be paid his/her full salary while on jury - minus jury pay.

1. Teacher shall present to the superintendent verification from the County Clerk's office showing date, hours, and pay received.
2. Teacher shall notify the superintendent upon receiving notification of his/her selection for jury duty.
3. Board shall have the prerogative of requesting any or all teachers be excused.

14.19 Teachers on leave, when insurance premiums are not paid by the Board, may arrange with the business office to pay their own premium, in advance, for insurance benefits, subject to the rules and regulations of the insurance carrier.

ARTICLE 15

LAYOFF/RECALL

- 15.1 In the event of layoff, the order of such reduction will be as follows:
1. First year probationary teachers first according to seniority as long as there are fully certified and qualified teachers to fill the position vacated.
 2. Second year probationary teachers according to seniority as long as there are fully certified and qualified teachers to fill the position vacated.
 3. Third year probationary teachers according to seniority as long as there are fully certified and qualified teachers to fill the position vacated.
 4. Fourth year probationary teachers according to seniority as long as there are fully certified and qualified teachers to fill the position vacated.
 5. Tenure teachers according to seniority, certification and qualification.
- 15.2 The Board shall give fifty (50) calendar days notice of layoff or reduction in assignment except in cases of unforeseen circumstances.
- 15.3 The Board shall recall in reverse order of seniority with the most senior being recalled first as long as the teacher is fully certified and qualified to fill the position required.
- 15.4 In the event of recall, the Board shall notify the teacher by registered letter at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address by certified letter.
- 15.5 A teacher shall have five (5) days from receipt of the letter or ten (10) days from the mailing of the letter to notify the Board of his/her intent to return. Failure to notify the Board of intent to return or failure to return may be cause for disciplinary action. If the failure to return is a result of the conditions caused by the layoff, the teacher shall have thirty (30) days to notify the Board of his/her intent to return to the position within the present school year. In the event the teacher is under contract with another district, and the district fails to release the teacher after a bona

file resignation attempt, the teacher shall remain on the recall list. However, in no event shall the right to recall extend beyond Three (3) years from the date of layoff.

- 15.6 The Board shall compile a seniority list by October 30 of every school year which is based on the teacher's last date of hire. A teacher's seniority shall be frozen during layoff or leaves of absence. The date of hire is the teacher's first working day in the district.
- 15.7 Whenever more than one teacher is hired on the same day, placement on the seniority list shall be determined by drawing lots.

ARTICLE 16

AGENCY SHOP

- 16.1 Each employee shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association of an amount determined by the Association. Those employed exclusively in Schedule C positions are excluded from this Article. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association deduct the Service Fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each employee. Moneys so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.

Employees of the district as of November 20, 1985 who are not members of the Association as of Nov. 20, 1985, including local, state and national, shall join the Association as provided in A or pay a Service Fee as provided in A or pay Virginia Schellie Memorial Scholarship an amount equivalent to the Service Fee as provided in A. In the event the employee shall not authorize such payments as provided for in A, the employer shall, at the request of the Association, deduct the payments from the employee's wages as provided in A. Employees affected by this provision that elect membership in the Association or the payment of a Service Fee to the Association shall henceforth be subject to the provisions of A.

Pursuant to Chicago Teachers Union vs. Hudson, 106 S CT 1066 (1986) the Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures". If any person paying service fees hereunder objects to the expenditure by the Association of any funds collected from him pursuant to provision A.1 above, such person may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and

interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

Any bargaining unit member who is a member of the Association or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessments and Contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

- 16.2 Payroll deductions will be made in ten (10) monthly installments (September-June) for professional dues payable to the National Education Association, Michigan Education Association, Northern Michigan Education Association, and Posen Education Association as so authorized in writing by each teacher.

ARTICLE 17

AGREEMENT

- 17.1 This Agreement entered into this 21st day of September, 2009, by and between the Board of Education of Posen Consolidated School District #9 of Posen, Michigan, hereinafter called the "District" and Northern Michigan Education Association, MEA, NEA.
- 17.2 This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board of Education and the Northern Michigan Education Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- 17.3 One copy of this Agreement will be presented to every member on the teaching staff plus 15 additional copies for the Association.
- 17.4 All provisions of this contract are retroactive unless otherwise specified.
- 17.5 This Agreement dated September 21, 2009, shall continue in full force and effect until August 31, 2011. There shall be no changes unless they are ratified by both parties and attached to this Agreement. This Agreement shall expire August 31, 2011 unless the parties agree in writing to extend the Agreement.

ARTICLE 18

NON-DISCRIMINATION

- 18.1 This Agreement will be applied without discrimination in regard to race, creed, color, religion, national origin, age, sex, marital status, dependents, physical characteristics or handicap.

ARTICLE 19

SCHOOL IMPROVEMENT

19.1 The parties recognize that teachers can make a significant contribution to the improvement of the educational programs of the District through participation in the processes of school improvement and site-based decision making. It is recognized that such participation promotes professional improvement, and should be considered part of the professional responsibilities of each teacher. The parties hereby express their mutual desire that teachers will participate in such activities consistent with the professional objectives specified.

1. Committee participation by the employee is voluntary.
2. Non-participation on committees shall not be used as a criteria for evaluation, discharge, or discipline.

ARTICLE 20

NO-STRIKE

- 20.1 The Association agrees that during the life of this Agreement, the Association and its members will not participate in a strike (as defined by P.E.R.A.) against the Poser School District.

ARTICLE 21

NO REPRISAL

- 21.1 The parties hereby expressly agree that there shall be no reprisals, loss of pay, disciplinary action of any kind or nature whatsoever, or any penalties imposed upon the other, their members or employers as a result of any acts or actions which occurred or took place during the bargaining process leading to this Agreement.

ARTICLE 22

MENTOR TEACHERS

- 22.1 A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and perform the duties of a Master Teacher as specified in the code.
- 22.2 Each probationary teacher shall be assigned a Mentor Teacher by the Administration with the consultation of the Association. Mentor Teachers shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- 22.3 Mentor Teachers shall be assigned in accordance with the following:
1. The Mentor Teacher shall be a tenured member of the bargaining unit or retired area teacher.
 2. Participation as a Mentor Teacher shall be voluntary.
 3. The District shall immediately notify the Association of those members requiring a mentor.
 4. Every effort will be made to match Mentor Teachers and Mentees who have the same area of certification.
 5. Mentee shall be assigned to only one (1) Mentor Teacher at a time.
 6. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee after the first semester of teaching. The appointment may be renewed in succeeding years.
- 22.4 Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.

- 22.5 Upon request, the Administration shall make available release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday.
- 22.6 Mentor Teachers will be paid a stipend of \$520.20 the first year, \$260.10 the second year, and \$156.06 the third year per probationary teacher, per year, with one-half paid at the end of the first semester and the balance paid out at the end of the school year.

ARTICLE 23

INTERNET ACCEPTABLE USE AGREEMENT

- 23.1 To provide an intellectual atmosphere that includes access to the Internet, the Association believes that all teachers should have the opportunity to develop skills in using computer technology. Having access to the Internet will allow the teacher to access and use the Internet to transmit material, which is consistent with the educational goals of the school district, as well as allow the teacher to access and transmit appropriate material to be used in the educational environment.
- 23.2 Whereas the parties do recognize the educational value of Internet access at school using district equipment they hereby agree to the following:
1. The parties seek to educate young people in the use of the Internet as an assistive device to support learning and achievement.
 2. The parties recognize that in order to support student learning and achievement the teacher must use the Internet access in a responsible manner.
 3. The parties agree that the classroom teacher(s) are released from any liability based upon information retrieved from the Internet by the student.
 4. The parties agree that the use of the district's electronic resources are for the purpose of (in order of priority):
 - a. Support of the academic program
 - b. Telecommunications
 - c. General information
 - d. Recreational
- 23.3 The parties agree that the district will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable-use practice of the school.
- 23.4 The district reserves all rights to any material stored in files which are generally accessible to others and will remove any material which the district believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. Staff members will not use his/her district-approved computer to obtain, view, download, or otherwise gain access to such material.

APPENDIX A

SALARY SCHEDULE

2009-10 @ 1.5%					
STEP	BA	BA+15	MA	MA+15	MA+30
1	\$35,161	\$36,413	\$38,405	\$39,774	\$40,951
2	\$36,655	\$38,072	\$40,166	\$41,534	\$42,712
3	\$38,151	\$39,728	\$41,927	\$43,295	\$44,473
4	\$39,645	\$41,386	\$43,686	\$45,056	\$46,234
5	\$41,142	\$43,043	\$45,448	\$46,817	\$47,992
6	\$42,637	\$44,703	\$47,207	\$48,574	\$49,750
7	\$44,134	\$46,360	\$48,968	\$50,167	\$51,512
8	\$45,629	\$48,016	\$50,724	\$51,944	\$52,043
9	\$47,126	\$49,675	\$52,491	\$53,855	\$55,033
10	\$48,623	\$51,334	\$54,251	\$55,616	\$56,793
11	\$50,118	\$52,990	\$56,010	\$57,377	\$58,555
12	\$51,615	\$54,648	\$57,771	\$59,137	\$60,315

1. BA Degree to Step 6 (Salaries in parenthesis may be attained only by persons at that level on September 24, 1991).
2. BA+15 Degree to Step 10 (Salaries in parenthesis may be attained only by persons at that level on September 24, 1991).

LONGEVITY

Any teacher beginning their 16th year or 17th year of service with Posen Consolidated School District #9 shall be increased by .05% in 2009-2010 or \$627.36 and in 2010-2011 increased by .05% or \$630.50 to be added to Step 12 of the appropriate column of the Salary Schedule to determine that person's annual salary. Any teacher beginning their 18th year through 21st year shall be increased by .05% in 2009-2010 or \$1,254.72 and in 2010-2011 increased by .05% or \$1,261.00 to be added to the appropriate column to determine the annual salary. Any teacher beginning their 22nd year through 25th year shall be increased by .05% in 2009-2010 or \$1,463.84 and in 2010-2011 increased by .05% or \$1,471.16 to be added to the appropriate column to determine the annual salary. Any teacher beginning their 26th year or more of service shall be increased by .05% in 2009-2010 or \$1,672.96 and in 2010-2011 increased by .05% or \$1,681.33 to be added to the appropriate column to determine their salary.

SALARY SCHEDULE

2010-11 @ 1.5%					
STEP	BA	BA+15	MA	MA+15	MA+30
1	\$35,689	\$36,959	\$38,981	\$40,371	\$41,565
2	\$37,205	\$38,644	\$40,768	\$42,157	\$43,353
3	\$38,723	\$40,324	\$42,556	\$43,944	\$45,140
4	\$40,239	\$42,006	\$44,341	\$45,732	\$46,927
5	\$41,759	\$43,689	\$46,129	\$47,519	\$48,711
6	\$43,276	\$45,374	\$47,915	\$49,303	\$50,497
7	\$44,796	\$47,055	\$49,702	\$50,919	\$52,285
8	\$46,313	\$48,737	\$51,485	\$52,723	\$52,823
9	\$47,833	\$50,420	\$53,278	\$54,663	\$55,859
10	\$49,352	\$52,104	\$55,064	\$56,450	\$57,645
11	\$50,869	\$53,785	\$56,851	\$58,238	\$59,434
12	\$52,389	\$55,468	\$58,638	\$60,024	\$61,220

1. BA Degree to Step 6 (Salaries in parenthesis may be attained only by persons at that level on September 24, 1991).
2. BA+15 Degree to Step 10 (Salaries in parenthesis may be attained only by persons at that level on September 24, 1991).

LONGEVITY

Any teacher beginning their 16th year or 17th year of service with Posen Consolidated School District #9 shall be increased by .05% in 2009-2010 or \$627.36 and in 2010-2011 increased by .05% or \$630.50 to be added to Step 12 of the appropriate column of the Salary Schedule to determine that person's annual salary. Any teacher beginning their 18th year through 21st year shall be increased by .05% in 2009-2010 or \$1,254.72 and in 2010-2011 increased by .05% or \$1,261.00 to be added to the appropriate column to determine the annual salary. Any teacher beginning their 22nd year through 25th year shall be increased by .05% in 2009-2010 or \$1,463.84 and in 2010-2011 increased by .05% or \$1,471.16 to be added to the appropriate column to determine the annual salary. Any teacher beginning their 26th year or more of service shall be increased by .05% in 2009-2010 or \$1,672.96 and in 2010-2011 increased by .05% or \$1,681.33 to be added to the appropriate column to determine their salary.

In addition to the basic teaching salary, there shall be paid the following further sums:

	<u>2009-2011</u>
Basketball	
Varsity Head Coach	3,318
J.V. Head Coach	2,513
Freshmen Coach	1,724
Jr. High Coach	1,039
Football	
Varsity Head Coach	3,037
Varsity Assistant Coach	2,302
J.V. Head Coach	1,984
Track	
Varsity Head Coach	3,037
Jr. High Coach	943
Baseball/Softball	3,318
Volleyball	
Varsity Head Coach	2,428
J.V. Head Coach	1,685
Golf	1,000
Cheerleading	2,272
Class Sponsors	
Freshmen/Sophomores	1,025
Juniors/Seniors	1,131
Band Director	2,752
National Honor Society	673
Drivers Education	24.02/hr

Payment for extra duty shall be in two lump sums: one halfway through extra duty and one upon completion of extra duty.

Driver education pay to be same as regular payroll for teachers.

APPENDIX B

2009-2010 SCHOOL CALENDAR

Wednesday, September 2	Teacher Orientation Day
Thursday, September 3	Teacher Orientation Day
Tuesday, September 8	Students First Day of School
Friday, October 30	End of First Marking Period
Thursday, November 5	Parent-Teacher Conferences
Friday, November 6	1/2 Day of School – P/T Conferences
Monday, November 16	No School – Natural Resources Day
Thursday, November 26	No School – Thanksgiving Day
Friday, November 27	No School – Thanksgiving Recess
Monday, December 21	Christmas Break Begins
Monday, January 4	School Resumes
Thursday, January 14	Final Exams – A.M. Only
Friday, January 15	Final Exams – A.M. Only First Semester Ends
Monday, January 18	Second Semester Begins
Monday, February 15	No School – Winter Break
Monday, February 22	School Resumes
Friday, March 26	Third Marking Period Ends
Thursday, April 1	Spring Break Begins
Monday, April 12	School Resumes
Sunday, May 30	Baccalaureate Mass, 9 a.m.
Monday, May 31	No School – Memorial Day
Tuesday, June 1	Final Exams – A.M. only
Wednesday, June 2	Final Exams – A.M. Only School Year Ends
Friday, June 4	Commencement Exercises
Monday, June 7	Driver's Education Begins – 8 A.M.
Wednesday, June 9	Annual All-Sports Banquet – 6:30 P.M.

Snow Day make-up days if needed will be made up at the end of the school year.

2010-2011 SCHOOL CALENDAR

Wednesday, September 1	Teacher Orientation Day
Thursday, September 2	Teacher Orientation Day
Tuesday, September 7	Students First Day of School
Friday, October 29	End of First Marking Period
Thursday, November 4	Parent-Teacher Conferences
Friday, November 5	1/2 Day of School – P/T Conferences
Monday, November 15	No School – Natural Resources Day
Thursday, November 25	No School – Thanksgiving Day
Friday, November 26	No School – Thanksgiving Recess
Monday, December 20	Christmas Break Begins
Monday, January 3	School Resumes
Thursday, January 13	Final Exams – A.M. Only
Friday, January 14	Final Exams – A.M. Only First Semester Ends
Monday, January 17	Second Semester Ends
Monday, February 14	No School – Winter Break
Monday, February 21	School Resumes
Friday, March 25	Third Marking Period Ends
Monday, April 4	Spring Break Begins
Monday, April 11	School Resumes
Sunday, May 29	Baccalaureate Mass – 9 A.M.
Monday, May 30	No School – Memorial Day
Tuesday, June 1	Final Exams – A.M. Only
Wednesday, June 2	Final Exams – A.M. Only School Year Ends
Friday, June 3	Commencement Exercises
Monday, June 6	Driver’s Education Begins – 8 A.M.
Wednesday, June 8	Annual All-Sports Banquet – 6:30 P.M.

Snow Day make-up days if needed will be made up at the end of the school year.

APPENDIX C
GRIEVANCE REPORT FORM

Grievance # _____ Posen Consolidated Schools

- Distribution of Form
1. Superintendent
 2. Supervisor
 3. Union
 4. Grievant

Submit to Supervisor in Duplicate

Date Filed _____

LEVEL I

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

Signature

Date

C. Disposition of Supervisor: _____

Signature

Date

D. Disposition of Grievant and/or Union: _____

Signature

Date

LEVEL 2

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Union: _____

Signature

Date

LEVEL 3

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature

Date

If additional space is needed, attach additional sheet(s).

APPENDIX D - HOURS

High School			Elementary		
1 st Hour	8:00-9:01	61	1 st Hour	8:00-8:30	30
	Passing	4		Passing	3
2 nd Hour	9:05-9:24	19		Library	30
	Passing	4		Passing	3
3 rd Hour	9:28-10:29	61	2 nd Hour	9:06-10:06	60
	Passing	4	3 rd Hour	10:06-11:06	60
4 th Hour	10:33-11:34	61		Passing	3
			Lunch	11:09-11:39	0
Lunch	11:34-12:04	0			
			4 th Hour	11:39-12:09	30
5 th Hour	12:04-1:05	61		Passing	3
	Passing	4		Recess 12:12-12:37	25
6 th Hour	1:09-2:10	61		Passing	3
	Passing	4	5 th Hour	12:40-1:40	60
7 th Hour	2:14-3:15	61			
			6 th Hour	1:40-2:40	60
	One Day Total	405			
	166 Day Total	67,230	Special		
			Hour	2:40-3:13	33
TOTAL HOURS		1120.5	One Day Total		403
Minus 5 half days		15.92 Hr.	166 Day Total		68,898
State Hours		1104.58	Total Hours		1114.97
			Minus 5 Half Days		15.75
			State Hours		1099.22

NORTHERN MICHIGAN EDUCATION
ASSOCIATION, MEA/NEA

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Trustee

By _____
Trustee

Dated this _____ day of August, 2009.