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SECTION I

BASIC CONTRACT PROVISIONS

Section 1.1 Agreement

This Agreement entered into this first day of September, 2010, by and between the Board of Education of the Public Schools of Petoskey, Michigan, hereinafter called the "Board" and the Northern Michigan Education Association, MEA/NEA, of Petoskey, hereinafter called the "Association".

Section 1.2 Witnesseth

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

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

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

Section 1.3 Recognition

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

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.**

- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to or equal to those provided elsewhere, by Michigan Law.**

- D. The recognition clause in Section 1.3.A. of this agreement has the sole purpose of identifying the employees or positions, which are included and excluded from the bargaining unit, represented by the Association.**

Section 1.4 Duration of Agreement

This Agreement shall become effective at 12:01 a.m. on the first day of September 2010, and shall remain in full force through the thirty-first day of August 2013.

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

PETOSKEY BOARD OF EDUCATION

BY _____
President, NMEA

BY _____
President

BY _____
Staff Liaison, NMEA

BY _____
Secretary

BY _____
Chief Spokesperson

BY _____
Chairperson, Negotiating Committee

BY _____
Negotiating Committee Member

BY _____
Negotiating Committee Member

BY _____
Negotiating Committee Member

Dated this _____ day of _____, 2011.

Section 1.5 Association Dues or Fees and Payroll Deductions

- A. All certified teachers, employed by the District, which positions are contained within the bargaining unit and/or not excluded from the bargaining unit by Section 1.3.A., following thirty (30) days after the effective date of this agreement or thirty (30) days after the commencement of employment shall have deducted from their pay monthly either:
 - 1. Membership dues of the Association (including NMEA, MEA and NEA) or
 - 2. Representation service fees of the Association not to exceed the amount of dues uniformly required of members of the Association.
- B. Teachers may pay Association dues or the representation service fees directly to the Association in lieu of deduction.
- C. The Association shall certify to the Board at the beginning of each school year, the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Board shall provide to the Association a list of teachers employed or to be employed by the Board, along with the full or part time status of each teacher. The Association shall also certify to the Board as soon as the amount is known, the amount of the monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, within five (5) working days after the end of the month in which the deductions were taken, provided that when a teacher objects to the proper amount of such deduction, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the proper amount of the deduction has been determined in the appropriate administrative and/or judicial forums.

The Association agrees to defend, indemnify and hold harmless the Public Schools of Petoskey, its Board of Education, individual school board members, past and present, administrative employees and agents, past and present, against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including but not limited to back pay damages and all court or administrative costs, including unemployment compensation costs, that may arise out of or by reason of any action taken by the Board or its agents for the purpose of complying with the terms of this Article. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association to

the demanding party and at no time shall the Board be obligated to pay out any monies arising out of any claims or demands that are brought or made due to this Article. It is expressly understood that the Association has the right to select counsel, if necessary, for any defense necessary under this Article and shall have the sole discretion regarding the settlement of any claims to which the Association may be responsible.

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

- D. Each such teacher and the Association hereby authorize the Board to rely upon and honor certifications of the Association regarding the amounts to be deducted.**
- E. The Association shall be responsible for disbursements of MEA and NEA dues paid to it. The dues will be forwarded by the Association to the Treasurers of those organizations.**
- F. The Association shall certify to the Board the name of any such teachers, who through a change in their employment status are no longer subject to deductions and shall certify to the Board any new hires who are to be added to the list and the proper amount of such deduction.**

Section 1.6A School Calendar

Public Schools of Petoskey District Wide Calendar 2011-2012

Tuesday,	September 6	Teachers Report
Wednesday,	September 7	Students Report
Friday,	October 7	Professional Development Day (<i>No students K-12</i>)
Wednesday,	November 2	Professional Development Day (<i>No students K-12</i>)
Friday,	November 4	1 st Marking Period Ends (PMS, PHS)
Tuesday,	November 22	1 st Trimester Ends (Elementary)
Wed. - Fri.,	November 23-25	Thanksgiving Break (No School)
Friday,	December 9	Elem. P-T Conferences/Prep Time (<i>No students K-5</i>)
Friday,	December 23	Winter Break (No School)
Tuesday,	January 3	Return to School
Tues.-Thurs.,	January 17-19	High School Final Exams (<i>1/2 day for Students, Grades 9-12</i>)
Thursday,	January 19	1 st Semester Ends (PMS, PHS)
Friday,	January 20	Professional Development Day (<i>No students K-12</i>)
Friday,	February 17	Professional Development Day (<i>No students K-12</i>)
Monday,	February 20	Mid-Winter Break (No School)
Friday,	March 2	2 nd Trimester Ends (Elementary)
Friday,	March 16	Elementary Parent Teacher Conferences and Professional Development Day (<i>No Students, Grades K-12</i>)
Thursday,	March 29	3 rd Marking Period Ends (PMS, PHS)
Friday,	March 30	Spring Break Begins

Tuesday,	April 10	Return to School
Friday,	May 25	Professional Development Day (<i>No students K-12</i>)
Monday,	May 28	Memorial Day (No School)
Wed.-Fri.,	June 6-8	High School Final Exams (<i>1/2 day for Students, Grades 9-12</i>)
Friday,	June 8	Last Day for Students and Teachers (<i>1/2 Day for Students, Grades K-12 and Staff</i>)

Note 1: Required “Snow Day” makeup days begin Monday, June 11, 2012, if necessary.

Note 2: Half-day kindergarten classes will schedule two days where the class will be in session for a full day, if needed to meet minimum required contact hours of instruction. The dates of these two days will be established by mutual agreement between the teacher and the building administrator.

Fall Parent/Teacher Conferences 2011-2012

Elementary

Tuesday,	December 6	5:30 - 7:30 p.m.
Thursday,	December 8	5:30 - 7:30 p.m.
Friday,	December 9	(Teachers may schedule additional conference time as needed.)

Middle School

Tuesday,	November 15	5:00 - 7:15 p.m.
Thursday,	November 17	5:00 - 7:15 p.m.

High School

Tuesday,	November 15	6:15 - 8:30 p.m.
Thursday,	November 17	6:15 - 8:30 p.m.

Winter Parent/Teacher Conferences 2011-2012

Elementary

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

Middle School

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

Thursday,	February 9	5:30 - 7:30 p.m.
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Professional Development Calendar 2011-2012

Elementary

Tuesday,	September 6, 2011	Full Day PD
Friday,	October 7, 2011	½ Day PD, ½ Day Prep (K-3) & Full PD (4-5)
Wednesday,	November 2, 2011	Full Day PD
Friday,	December 9, 2011	½ Day PT Conference, ½ Day Prep
Friday,	January 20, 2012	½ Day PD, ½ Day Prep
Friday,	February 17, 2012	½ Day PD, ½ Day Prep
Friday,	March 16, 2012	½ Day PT Conference, ½ Day Prep
Friday,	May 25, 2012	½ Day PD, ½ Day Prep

Note: K-2 will have one ½ day prep day arranged between teacher and building administrator with subs provided.

Middle School

Tuesday,	September 6, 2011	Full Day PD
Friday,	October 7, 2011	Full Day PD
Wednesday,	November 2, 2011	Full Day PD
Friday,	January 20, 2012	½ Day PD, ½ Day Records
Friday,	February 17, 2012	Full Day PD
Friday,	March 16, 2012	Full Day PD
Friday,	May 25, 2012	Full Day PD

High School

Tuesday,	September 6, 2011	Full Day PD
Friday,	October 7, 2011	Full Day PD
Wednesday,	November 2, 2011	Full Day PD
Friday,	January 20, 2012	Full Day PD
Friday,	February 17, 2012	Full Day PD
Friday,	March 16, 2012	Full Day PD
Friday,	May 25, 2012	Full Day PD

Public Schools of Petoskey
District Wide Calendar 2012-2013

Tuesday,	September 4	Teachers Report
Wednesday,	September 5	Students Report
Friday,	October 5	Professional Development Day (<i>No students K-12</i>)
Thursday,	November 1	Professional Development Day (<i>No students K-12</i>)
Friday,	November 2	1 st Marking Period Ends (PMS, PHS)
Tuesday,	November 20	1 st Trimester Ends (Elementary)
Wed. - Fri.,	November 21-23	Thanksgiving Break (No School)
Friday,	December 7	Elem. P-T Conferences/Prep Time (<i>No students K-5</i>)
Monday,	December 24	Winter Break (No School)
Wednesday,	January 2	Return to School
Tues.-Thurs.,	January 15-17	High School Final Exams (<i>1/2 day for Students, Grades 9-12</i>)
Thursday,	January 17	1 st Semester Ends (PMS, PHS)
Friday,	January 18	Professional Development Day (<i>No students K-12</i>)
Friday,	February 15	Professional Development Day (<i>No students K-12</i>)
Monday,	February 18	Mid-Winter Break (No School)
Friday,	March 1	2 nd Trimester Ends (Elementary)
Friday,	March 15	Elementary Parent Teacher Conferences and Professional Development Day (<i>No Students, Grades K-12</i>)
Thursday,	March 28	3 rd Marking Period Ends (PMS, PHS)
Friday,	March 29	Spring Break Begins
Tuesday,	April 9	Return to School

Friday,	May 24	Professional Development Day (<i>No students K-12</i>)
Monday,	May 27	Memorial Day (No School)
Wed.-Fri.,	June 5-7	High School Final Exams (<i>1/2 day for Students, Grades 9-12</i>)
Friday,	June 7	Last Day for Students and Teachers (<i>1/2 Day for Students, Grades K-12 and Staff</i>)

Note 1: Required “Snow Day” makeup days begin Monday, June 10, 2013, if necessary.

Note 2: Half-day kindergarten classes will schedule two days where the class will be in session for a full day, if needed to meet minimum required contact hours of instruction. The dates of these two days will be established by mutual agreement between the teacher and the building administrator.

Fall Parent/Teacher Conferences 2012-2013

Elementary

Tuesday,	December 4	5:30 - 7:30 p.m.
Thursday,	December 6	5:30 - 7:30 p.m.
Friday,	December 7	(Teachers may schedule additional conference time as needed.)

Middle School

Tuesday,	November 13	5:00 - 7:15 p.m.
Thursday,	November 15	5:00 - 7:15 p.m.

High School

Tuesday,	November 13	6:15 - 8:30 p.m.
Thursday,	November 15	6:15 - 8:30 p.m.

Winter Parent/Teacher Conferences 2012-2013

Elementary

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

Middle School

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

Thursday,	February 7	5:30 - 7:30 p.m.
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Professional Development Calendar 2012-2013

Elementary

Tuesday,	September 4, 2012	Full Day PD
Friday,	October 5, 2012	½ Day PD, ½ Day Prep (K-3) & Full PD (4-5)
Thursday,	November 1, 2012	Full Day PD
Friday,	December 7, 2012	½ Day PT Conference, ½ Day Prep
Friday,	January 18, 2013	½ Day PD, ½ Day Prep
Friday,	February 15, 2013	½ Day PD, ½ Day Prep
Friday,	March 15, 2013	½ Day PT Conference, ½ Day Prep
Friday,	May 24, 2013	½ Day PD, ½ Day Prep

Note: K-2 will have one ½ day prep day arranged between teacher and building administrator with subs provided.

Middle School

Tuesday,	September 4, 2012	Full Day PD
Friday,	October 5, 2012	Full Day PD
Thursday,	November 1, 2012	Full Day PD
Friday,	January 18, 2013	½ Day PD, ½ Day Records
Friday,	February 15, 2013	Full Day PD
Friday,	March 15, 2013	Full Day PD
Friday,	May 24, 2013	Full Day PD

High School

Tuesday,	September 4, 2012	Full Day PD
Friday,	October 5, 2012	Full Day PD
Thursday,	November 1, 2012	Full Day PD
Friday,	January 18, 2013	Full Day PD
Friday,	February 15, 2013	Full Day PD
Friday,	March 15, 2013	Full Day PD
Friday,	May 24, 2013	Full Day PD

Section 1.6B School Calendar

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

Section 1.7 Professional Grievance Procedure

A. Definitions

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

B. Purpose:

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

C. Basic Principles:

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

11. All parties shall have access to all available information necessary to the determination and processing of the grievance.
12. Notwithstanding the expiration of this Agreement, any claim or grievance arising prior to its expiration or based upon an incident, which occurs prior to its expiration, may be processed through the grievance procedure until resolution.

D. Structures:

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

E. Procedure:

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

1. Level One:
 - a. In the interest of maintaining harmonious relations, a teacher with a grievance shall first meet informally with his/her building principal within ten (10) days of the alleged violation, misinterpretation misapplication of this Agreement, or his/her knowledge thereof, in an effort to solve the problem. If the teacher's concern is not satisfied within five (5) days of the meeting, he/she may proceed to Step 1.b.

- b. The teacher may submit the grievance in writing on the established form to his/her building principal. The building principal will arrange a conference with the teacher within ten (10) days of receipt of the grievance. The building principal shall dispose of said grievance in writing on the established form within ten (10) days of said conference.

2. Level Two:

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

3. Level Three:

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

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

4. Level Four:

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

(5) He/she shall have no power to interpret State or Federal law.

(6) After a case on which the arbitrator is employed to rule herein

has been referred to him/her, it may not be withdrawn except by mutual consent.

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

Section 1.8 Just Cause

A. No teacher shall be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing. The nonrenewal of a probationary teacher shall not constitute discipline within the meaning of this section.

B. A Bargaining Unit Member shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. Should disciplinary action likely occur at a given meeting, the teacher shall be advised immediately of said possibility and shall have the right to adjourn the meeting and reconvene within a reasonable time with his or her representative present.

C. If discharge of a teacher is to be considered because of inadequacies in the teacher's professional work with students, such action must minimally be preceded by:

1. Observations of the inadequacies by more than one administrator through the observation process described elsewhere in the Agreement.

2. Written notice that the teacher must improve and the consequences of failure to do so.

3. Adequate opportunity for the teacher to make improvements.

4. Assistance to help the teacher improve.

Section 1.9 Negotiation Procedures

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall, upon written request, be subject to professional negotiations between them from time to time during the
- period of this Agreement provided there is mutual consent to enter into such negotiations.
- B. In the event the salary schedule is reopened by mutual consent for negotiation as provided in Section V of the Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least by May 1, of the year of the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Section, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. The Board agrees to furnish to the Association, in response to written requests, information concerning the financial resources of the district, budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- E. The Association will confer with the Superintendent from time to time concerning fiscal tax programs affecting the District and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

SECTION II

EMPLOYMENT RELATIONSHIPS

Section 2.1 Vacancies, Promotions and Transfers

- A. A vacancy shall be defined as a position without an incumbent because the position is newly created or because the person holding the position has quit, retired, died, or has been discharged and the Board has determined to fill such position.**

- B. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy through the school news bulletin and shall direct a copy of the posting by registered or certified mail to the Association President and to each laid-off teacher. The Association President and each laid-off teacher shall provide the Administration with his/her current mailing address, including summer mailing address where applicable. Such postings will continue for fourteen (14) calendar days, from the date of postmark of said mailing, before the vacancy can be filled; except in situations as outlined in 2.1.C. below, and except for vacancies which occur after August 1. Any teacher may apply for any vacancy for which he/she is qualified.**

- C. Whenever a vacancy occurs during the school year (i.e. when regular school is in session) the following procedure shall be followed:**
 - 1. Fill the vacancy by recalling a laid-off staff member who is certified and qualified for the vacancy.**

 - 2. Fill the vacancy temporarily until the end of the school year if the vacancy occurs during the school year. In the event such a vacancy is filled temporarily until the end of the school year, it shall subsequently be posted so that interested faculty personnel may apply to be employed in the vacancy effective at the start of the following school year.**

- D. Whenever a vacancy occurs during the normal summer months when regular school is not in session, the following procedure shall be followed:**
 - 1. Teachers with specific interest in possible vacancies will notify the administrative office of their interest, in writing, prior to the last regular week of school and shall include a summer address.**

2. **Should a vacancy occur, the teachers who have expressed an interest in said position shall be contacted by the administrative office and notified of the vacancy.**
 3. **The teachers so notified shall have the responsibility of contacting the Administrative Office indicating their interest in said position.**
- E. Bargaining Unit Members shall be given first opportunity to bid on all vacancies according to Section 2.1.C. and Section 2.1.D. All vacancies shall be filled on the basis of certification(s) and qualification(s) using the following parameters.**
1. **Any qualified member who applies for a vacancy shall be granted an interview.**
 2. **If a bargaining unit member is not awarded appointment to the vacancy, the member shall be given an explanation as to why such member was not selected.**
- F. Special talents or expertise needed on the school district staff should be sought through retraining of existing staff wherever possible.**
- G. Since frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized. No teacher shall be transferred without prior notification and discussion.**
- H. Any teacher who is to be transferred due to elimination of program or sections and without such teacher's request shall have the right to bump the least senior teacher at the same grade level or subject area, provided the teacher is certified and qualified for the position. The teacher shall indicate his/her desire to initiate bumping rights in writing to his/her building principal within ten(10) work days immediately following the affected teacher's receipt of such transfer notification.**
- I. In the event a position is unfilled because the incumbent will be on a leave of absence for up to either a given school year, or for up to twelve (12) calendar months (if the leave begins after the start of a school year), the Board may fill the position with substitute teacher(s) hired by the Board or retained through contracting/subcontracting as allowed by the Revised School Code. Should the leave of absence be renewed or extended so that the length of the original leave plus the renewal or extension exceeds one full school year or twelve (12) calendar months, beginning with either the next school year or the thirteenth (13) calendar month as appropriate, the**

unfilled position shall be treated as a temporary vacancy and posted and filled in accordance with Section 2.1. Should there be a layoff situation or teacher(s) on layoff status, if the position will be unfilled for one semester or more, the unfilled position would first be offered to a teacher who is certified and qualified in accordance with the provisions of this agreement pertaining to layoff and recall.

Section 2.2 Teacher Rights

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

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

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

Section 2.3 Teaching Loads and Assignments

- A. The regular weekly teaching load in the high school will be no more than twenty-five (25) teaching periods or supervised study periods and five (5) unassigned conference periods. The regular weekly teaching load in the middle school will be no more than thirty (30) hours, not including lunch or passing time, but including five (5) unassigned conference periods (of equal duration to teaching periods). The regular daily teaching load in the high school and middle school would be from 8:20 a.m. to 3:10 p.m. or the equivalent each day with 1/2 hour lunch period. The regular daily teaching load in the elementary schools would be from 8:15 a.m. to 3:05 p.m. or the equivalent each day with a forty (40) minute lunch period. The above loads, minutes, and/or lunch periods may be adjusted by mutual agreement between the Board and the Association in order to meet State requirements. The Board and the Association agree that the responsibility for supervising students will be shared among the teachers on an equitable basis in the building concerned. This includes supervision of extra-curricular activities, except that teachers shall not be required to accept positions as high school class advisors unless acceptable applicants are not forthcoming, then the administration may fill the position by appointment. Such appointment shall be on a rotating basis. All teachers shall have a duty-free lunch, the duration of which shall not be less than the lunch period provided for students in that building.**
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and their major or minor field of preparation.**
- C. All teachers shall be given notice of their tentative teaching schedules for the forthcoming year by July 15. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such change will be voluntary to the extent practicable. Serious consideration will be given to**

assign probationary elementary school teachers to the same grade levels unless the teacher requests such change.

- D. In the determination of assignments, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils as determined by the Board.
- E. All elementary teachers shall have at least two hundred twenty-five (225) minutes per week released time to be used for preparation, provided such time may include time when their class is attending art, music or physical education, but shall not include the time before or after classes begin or end. This does not require the Board to provide these special classes and does not require any special classes that are missed to be made-up for any reason. Such preparation time as provided for above shall be in blocks of at least twenty-five (25) minutes duration. Any shortage of prep time shall be made up scheduling half day preparation days as outlined in section 1.6A.
- F. Each elementary principal will consult with his/her teaching staff members to explore the possibility of shared recess supervision and to coordinate the school schedule relative to art, music, physical education, media center, and computer lab. The purpose of this cooperative effort is to enhance the opportunities for planning time, as uniformly as possible and common when practicable. Recess time shall not exceed twenty (20) minutes and must be supervised.
- G. Teachers shall not be required to make home visits with students and/or parents as a part of their duties. Teachers agreeing to make such visits shall:
 - 1) be authorized by the appropriate administrator; and
 - 2) be reimbursed for mileage at the IRS rate.

Section 2.4 Teacher Evaluation

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration, using the evaluation tool attached herein, as Appendix A. Evaluations shall be conducted by the building principal, assistant principal or other qualified administrator of the school district. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher's responsibilities. Teachers will be informed of the criteria upon which they

will be evaluated.

B. It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct observations and evaluation of the teacher's work and providing written evaluation of those observations together with any recommendation the administrator may have for the teacher.

C. Probationary Teacher

1. The following requirements apply to all probationary teachers except probationary teachers who are in their first year of employment and are not employed for the entire school year:

a. By November 15, the teacher will be provided with an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher; and

b. The teacher will be provided with at least an annual year-end performance evaluation each year during the teacher's probationary period. The Administrator may perform an evaluation more often if he/she so desires, or if requested by the teacher; and

(1) The annual year-end performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) days between the first and last observation, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the administration; and

(2) The performance evaluations shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan (IDP), which will include the checklist and narrative portions of the professional performance review.

D. Tenured Teacher

- 1. Tenured teachers will be provided with a performance evaluation at least once every three (3) years. The administrator may perform an evaluation more often if he/she so desires, or if requested by the teacher; and**
- 2. If the teacher has received a less than overall satisfactory performance evaluation, the teacher will be provided with an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher; and**
- 3. The performance evaluation required every year shall be based on, but is not limited to, at least two (2) classroom observations conducted during the period covered by the evaluation and, if the teacher has an individualized development plan (IDP), shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan (IDP).**

E. The professional staff evaluation process will be administered in the following manner:

- 1. Probationary and tenure teachers will be evaluated by the administration through the utilization of the professional staff evaluation process.**
- 2. Formal observations shall not occur prior to October 1, nor later than May 15, of a school year. The instruments of evaluation used shall be included in Appendix B, and shall include ratings of “Satisfactory” and “Unsatisfactory”.**
- 3. The building administrator(s) evaluation shall be sent to the administration building and placed in the personnel records by the end of the school year.**
- 4. A teacher who disagrees with an evaluation or recommendation made by this evaluation procedure may submit a written answer which shall be attached to the file copy of the evaluation in question.**
- 5. The evaluation process shall be continuously reviewed by the administration and members of the teaching staff selected by the association.**

6. **It shall be the responsibility of the Board to train the administrators in the use of the evaluation system. No administrator will be permitted to conduct an evaluation of a teacher without said training.**
 7. **In the case of a dismissal of a teacher, it is agreed by the Board and the Association that the only instrument to be used in any proceeding will be that of the Administration (consistent with Section 1.8.C.1.).**
- F. All formal monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, computer, audio systems and similar surveillance or other electronic devices shall be strictly prohibited.**
- G. Unless requested by the teacher or required by law, standardized test results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's service or fitness for retention. Any review of the success rate of program or performance objectives as provided in the special education code and vocational education code or for other subject areas or disciplines shall not be utilized to evaluate the quality of a teacher's service or fitness for retention.**
- H. A formal observation of the teacher shall be for not less than one class period or the duration of a particular learning activity.**
- I. Within ten (10) workdays of the last formal observation, the administrator shall prepare a draft of a written report and hold a post-observation conference with the teacher to discuss the draft. During the post-observation conference and prior to completion of the final "Professional Appraisal Report" (see Appendix A), the teacher and administrator will meet and discuss (not limited to) the following: unit plans, lesson plans, examples of student work, communication with students, communication with parents, teacher contributions to the school or district, and professional growth. The teacher may supply examples of the above. If the administrator believes a teacher is doing unsatisfactory work, the reasons shall be set forth in specific terms. Identification of the specific ways in which the teacher is to improve and the assistance to be given by the Administration shall be set forth in the report. In subsequent evaluation reports, the Administration shall specifically state if, and/or when such improvement has occurred. Failure to note such improvement shall be interpreted to mean that adequate improvement has taken place.**

- J. No observation shall unduly interfere with the normal teaching-learning process.**
- K. Pay for performance shall be tied to teacher evaluation ratings. Each teacher who receives an overall satisfactory rating shall receive a merit pay incentive of \$1.00 to be paid on his/her final paycheck in June each year.**

Section 2.5 Reduction in Personnel, Recall, Seniority

- A. The parties hereto acknowledge, appreciate, and agree that it is within the sole discretion of the Board of Education to reduce, terminate, modify and/or suspend any and all educational programs or activities because of student enrollment, financial ability, interest, and/or demands, the existence or merits of which shall be determined by the Board of Education.**
- B. In order to promote an orderly reduction in personnel when the educational program and activities are curtailed, the following procedure will be followed:**
 - 1. Probationary employees will be laid off first in the following order:**
 - a. First year probationary teachers--provided that there is another teacher who has greater seniority and is certified and qualified to perform the services of the first year teacher.**
 - b. Second year probationary teachers--provided that there is another teacher who has greater seniority, whose position has been curtailed, and who is certified and qualified to perform the services of the probationary teacher.**
 - c. Third year probationary teachers -- provided that there is another teacher who has greater seniority, whose position has been curtailed, and who is certified and qualified to perform the services of the probationary teacher.**
 - d. Fourth year probationary teachers -- provided that there is another teacher who has greater seniority, whose position has been curtailed, and who is certified and qualified to perform the services of the probationary teacher.**
 - 2. In the event tenure teachers must be laid off, lay off will be on the basis of seniority and qualification within certification as approved**

by the Michigan Department of Education.

- a. secondly, be determined by degrees held,
 - b. thirdly, be hours earned beyond certification, and
 - c. finally, by teaching experience in other school districts.
- C. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than six (6) business days after the termination of the meeting requesting review of the list. In the event a grievance is not filed within that time limit, this shall constitute conclusive evidence that the Association agrees with the layoff list.
- D. The Board shall endeavor to give notice of layoff to individual teachers involved at least thirty (30) calendar days prior to the effective date of the layoff.
- E. It is further agreed that any layoff pursuant to this Section shall automatically terminate the individual employment contract of laid off teachers and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits and any laid off teacher's individual or supplemental employment contract as well as all benefits under this Collective Bargaining Agreement. Changes in a teacher's certification and qualifications while on layoff shall not affect the teacher's status during the layoff. However, the Board of Education shall give notice to a teacher who is to be laid off no less than thirty (30) calendar days prior to the effective date of the layoff.
- F. A laid off teacher may continue his/her health, dental and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits as stipulated by the insurance carrier.
- G. Teachers on layoff shall be recalled in order of greatest seniority, provided the more senior teacher(s) is/are certified and qualified for the vacancy or vacancies to be filled. A laid off teacher shall remain on the recall list for three (3) years from the date of layoff. No new teachers shall be employed by the Board while there are teachers of the district who are laid off and whose name is still on the recall list, unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.

- H.** Notice of recall shall be sent by certified or registered mail to the teacher's last known address. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. The Board's obligations regarding recall of a teacher shall be fully satisfied if the notice of recall is sent to the teacher's last known address. The teacher will have fourteen (14) calendar days to indicate his/her desire to accept or reject an offer of recall, and the fourteen (14) calendar days shall commence running on the date the notice of recall is received. In the event a teacher does not respond within the fourteen (14) calendar day period, the teacher shall forfeit his/her rights to the position and his/her name shall be placed at the bottom of the seniority (recall) list. A laid off teacher employed under contract by another school district may refuse recall; however, if the teacher is offered a position for the next school year the teacher's refusal of the offer shall constitute the teacher's resignation and employment shall automatically terminate.
- I.** Seniority shall be determined by the total length of service with the Petoskey Board of Education beginning with the effective date of the person's most recent employment, not the date on which the Board approved the appointment. In the event of a tie in seniority placement, the administration, the association and the members involved shall hold a drawing to determine the order of seniority for members holding the same seniority placement. This drawing shall be conducted by the administration and shall be done openly by either drawing straws or picking numbers out of a container, with the methodology for determining the winner explained before the drawing occurs.
- J.** Seniority shall be maintained when teachers are on approved leave (military, study, parental (maternity), health, or Association leave).
- K.** All seniority is lost when employment is severed by resignation, retirement, discharge for cause. Laid off teachers shall retain all seniority accumulated as of the effective date of layoff, but shall not continue to accrue seniority while

on layoff status. In accordance with Section 2.5.G., a laid off teacher shall lose his/her seniority if not recalled with three (3) years from the date of layoff.
- L.** No later than thirty (30) days following the ratification of this Agreement, and by every October 1st thereafter, the Board shall prepare a seniority list and provide it to the Association.

Section 2.6 Rights of Board

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

Section 2.7 Teaching and Learning Councils

- A. Each building will have a Teaching and Learning Council (TLC) to coordinate school-based efforts to improve curriculum, instruction, assessment and student achievement. Each building TLC will be made up of volunteer representatives from all parts of the school program such as teachers from various grade levels, special area teachers, special education teachers, media specialists, and any other staff or community representatives deemed appropriate by the council. The building administrator will chair the TLC. All TLC meetings will be open to any staff member who wishes to attend.
- B. The district will have a Teaching and Learning Council (DTLC) to coordinate district wide efforts to improve curriculum, instruction, assessment and student achievement. The DTLC will be made up of volunteer representatives from each building TLC. At a minimum, each building TLC will appoint one administrator and two teachers to serve on the DTLC. Other DTLC members shall include the district Teaching and Learning Director, Technology Director, Special Education Director, Superintendent and an association representative selected by

the Association. Two representatives from St. Francis School and at least one parent/community member will be invited to serve on the DTLC. The District Teaching and Learning Director shall chair the DTLC. All DTLC meetings will be open to any staff member who wishes to attend.

- C. The DTLC is concerned with curriculum, instructional assessment and student achievement matters that have district-wide implications. Matters affecting only one building will be referred to that building's TLC. Neither the TLC nor the DTLC shall make decisions that are in conflict with this master agreement without the approval of the Board and the Association. All recommendations of these bodies made to the Board shall also be forwarded to the Association.
- D. The DTLC may convene a district-level task force made up of representatives from all buildings and grade levels for intensive study or development of a particular topic, such as a task force to study and propose changes to improve the quality of student writing. Task force members will be selected by the DTLC and will be volunteers.
- E. DTLC and building TLC meetings shall be held as needed (at least 3 times per year) at a time mutually agreed upon.
- F. The Board of Education shall provide for secretarial assistance to the DTLC.

Section 2.8 Mentor Teachers

- A. Mentor Teachers shall be provided (for three years) as an advisor/resource person to assist new/novice teachers (less than three years of full time teaching experience). Teachers hired with three or more years of teaching experience shall be provided a mentor for at least one year. Additional mentor years beyond the first year shall be at the option of the administration.
 - 1. Mentor teachers shall be tenure teachers.
 - 2. The mentor teacher shall serve on a voluntary basis. Administrators shall make an effort to assign mentors from a related area of expertise, responsibility or experience.
 - 3. The mentor teacher and probationary teacher may have released time if approved by the principal to observe each other or meet to develop instructional units or assessments.
 - 4. The mentor teacher shall not be expected to act in an evaluative, disciplinary or supervisory capacity over a probationary teacher. The

mentor teacher shall not be required to provide information for use in such administrative functions regarding the probationary teacher assigned. The function of mentoring shall not be included in the mentor teacher's evaluation. Complaints against a mentor teacher are subject to Section 2.2.H.

5. The mentor teacher shall assist the probationary teacher in planning with the administration fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher.
6. Mentor teacher positions are not tenured positions, and are yearly appointments. If there are no Bargaining Unit Members qualified for the job, or if Bargaining Unit Members who apply are not qualified for the job, the manner in which the position will be filled is at the sole discretion of the Board.
7. Mentors are expected to perform the following duties:
 - A. Spend approximately 45 minutes of planned time with the assigned probationary teacher at least twice a month. This time includes weekly in-person or telephone contacts and, if the teacher is having difficulty, impromptu contacts.
 - B. Document all dates of conferences, personal contacts and classroom visits with the assigned teacher in a conference log which is to be provided to the principal at the end of the school year.
 - C. Suggest current research, provide insight and suggestions for improving instruction in both the probationary teacher's subject area and in classroom management strategies.
 - D. At least one planned classroom visit conducted during the year.
 - E. Help the probationary teacher select appropriate in-service days that meet the state guidelines (currently fifteen days in a three year period).
 - F. Mentor and probationary teachers shall attend required meetings or training sessions, not to exceed four (4) per year.
8. The administrator shall have the right to assign a new mentor to a probationary teacher if requested by the probationary teacher or if the mentor is not fulfilling the duties of the position.

B. Mentor teachers shall be paid:

1st Year	\$500
2nd Year	\$300
3rd Year	\$150
4th Year	\$ 00

Section 2.9 ESEA Requirements for Highly Qualified Teachers

A. All teachers required to be “highly qualified” by the “No Child Left Behind Act”

(ESEA) of 2001 will meet the ESEA requirements for “highly qualified” by the end of the 2005-2006 school year.

- B. “Highly qualified” shall be defined as satisfying the appropriate provisions of the NCLB/ESEA.
- C. An NCLB committee of three teachers and three administrators shall be formed. The teachers shall be appointed by the Association and the administrators shall be appointed by the Superintendent. The committee shall review the credentials and assignments of all teachers in the district and issue a report no later than February 1, 2004 regarding which teachers are or are not highly qualified. The NCLB committee shall meet with teachers who are not highly qualified and review options available to become highly qualified.
- D. A teacher that has been recognized as highly qualified under the NCLB/ESEA by this school district or another Michigan school district through taking and passing the appropriate MTTC exam, earning a subject area major from an accredited college or university, completion of an appropriate Masters, ED.S. or PH.D. in the content area, or successful completion of the appropriate national board certification shall be recognized as highly qualified (for the assignment so recognized as being highly qualified) by this school district for the duration of his/her employment. A teacher who has been recognized as highly qualified under the NCLB/ESEA in another school district through the portfolio or other process not listed above shall have the right to place that record before the NCLB committee for approval as meeting Petoskey standards for such recognition. If approved, the teacher shall be considered as being highly qualified in the appropriate area.
- E. A teacher who is required as of the end of the 2005-06 school year to be highly qualified for his/her teaching assignment and who is not highly qualified by that time 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 said teacher is highly qualified, said teacher shall be treated under the layoff and recall provisions of this agreement as if his/her current position had been eliminated.
- F. The district will facilitate teachers in becoming highly qualified through reasonable accommodations to the teacher regarding release time and reimbursement of MTTC fees (once per subject area). Other accommodations would require approval of the Superintendent.
- G. Bargaining unit members of the NCLB committee shall be given release time as appropriate to attend committee meetings and other approved activities.

SECTION III

TEACHING CONDITIONS

Section 3.1 Protection of Teachers

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to be charged with responsibility for psychotherapy. The teacher should meet responsibility for discipline in the classroom and wherever practicable throughout the school. The Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils that require particular attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, however, such steps shall not be in conflict with applicable law or Section 3.5, infra.**

- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable non-economic assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.**

- C. If a teacher is required to be absent to attend court proceedings or meet with law enforcement and/or judicial authorities as the result of such as assault, the teacher shall be provided with paid leave to do so.**

- D. Teachers are expected to exercise reasonable care with respect to the safety of students and property. The Board will provide, without cost to the teacher, public liability coverage through a blanket policy of not less than \$100,000 for each incident to protect teachers if sued for not exercising reasonable care.**

Section 3.2 Teaching Hours

- A. The teacher's normal working hours shall be the following:**

Elementary: Fifteen (15) minutes before the scheduled start of the school day to one-half hour after school closing.

PMS: Twenty (20) minutes before the scheduled start of the school day to twenty-five (25) minutes after school closing.

PHS: Twenty (20) minutes before the scheduled start of the school day to one-half hour after school closing.

- 1. Unless permission is granted by the principal, teachers shall leave school no earlier than outlined in Section 3.2A.**
 - 2. Since the administration allows students into all district buildings prior to the start of classes each day (at a time the administration considers appropriate for that building), and since each teacher's time in the building prior to the scheduled start of the school day for students is working time, teachers may be assigned duties during that time by the administration (examples of such duties would be hall supervision or supervision of students considered to be in detention).**
- B. The Board recognizes the principle of a standard workweek as outlined in Section 2.3.A., and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such a standard workweek within or outside of any school building; however, a teacher's outside preparation time is not included within the standard workweek. A teacher shall attend all regularly scheduled professional meetings (i.e. building meetings, parent-teacher organization meetings, and other curriculum committee meetings), unless permission not to attend is granted by the building principal. All teachers shall attend and participate in parent-teacher conferences each school year as outlined in section 1.6A.**
- C. It is expressly understood by both parties that teachers shall not be required to report for work on days in which school has been canceled (due to inclement weather, fires, epidemics, mechanical breakdown, health conditions or other similar reasons). It is also expressly understood that on days in which school is canceled while in session (due to inclement weather or the other reasons cited above) that teachers may leave fifteen (15) minutes after students have boarded their buses. The Board shall not alter the school calendar to make up these days unless required to do so to satisfy any requirement of the State Board of Education, to satisfy any state or federal law or regulation, or to receive full state aid. Snow days will be made up on consecutive weekdays following the last scheduled school day. The teachers shall work on make up days without extra compensation.**

Section 3.3 Class Size

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever practical and recommend that the Board and the Association work toward a goal of not to exceed twenty-five (25) pupils per elementary classroom and will try to equalize all classes at a grade level. At the secondary level it is recommended that the Board and Association work toward a goal of thirty-two (32) pupils per academic class and forty (40) pupils per music class, study hall, and physical education activity class and will try to equalize classes according to class title, as appropriate. Furthermore, vocational and special education programs will be staffed within the requirements of the Michigan Department of Education. Enrollment in special classrooms, i.e., labs, home economics, art, etc., should be within the parameters for which the room was designed. In establishing the class sizes, one of the criterion that will be considered is the placement of special education/504 students.
- C. Prior to the opening of the school year, the building administration will be available to meet with any teacher and/or department head for the purpose of exploring possible alternatives for meeting the goals of 3.3.B.

Section 3.4 School Equipment and Instructional Materials

- A. The Board recognizes that appropriate texts, reproducible student materials, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The administration and teachers may confer from time to time for the purpose of improving the selection and use of such educational tools and for the purpose of improving the school curriculum. The administration and teachers are encouraged to confer prior to the submission of requisitions. The administration and Board will confer upon the recommendations and if in agreement, will promptly implement the decisions.

- B. The Board agrees at all times to make reasonable efforts to keep the schools reasonably and properly equipped and maintained.**
- C. The Board shall have the discretion to authorize aides in the school whenever the Board believes teachers should be relieved of certain non-professional duties. The aides may handle inventorying of supplies and equipment, duplication of teaching materials, operating audio-visual equipment, collecting monies for milk and lunch, and similar non-professional responsibilities.**
- D. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.**
- E. The Board shall make available in each school: lunchroom, restroom, and lavatory facilities exclusively for adult use.**
- F. Telephone facilities shall be made available to teachers for reasonable use. Personal long-distance calls shall be excluded.**
- G. Adequate parking facilities shall be made available to teachers.**
- H. The Board agrees at all times to maintain an adequate list of substitute teachers insofar as possible. Teachers shall be informed of a telephone number, which they may call, and the appropriate times to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. It shall be the responsibility of the teacher to notify the building administrator or designee of his/her availability for work before the close of the school day prior to his/her return.**

Section 3.5 Least Restrictive Environment and Medically Fragile Students

- A. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual with a disability should participate in regular education programs and services involves consideration of that individual's unique needs as determined by an Individual Educational Planning Committee (IEPC). It is further acknowledged and recognized that the general education classroom teachers and appropriate special education teachers, together with the administration, are jointly responsible for implementation of the IEP and for attending to the educational needs of special education students assigned to the teacher's class. Teachers agree to cooperate in the delivery of special education and related services as those terms are defined**

in State and Federal law and regulations.

- B. If delivery of related school health and/or hygiene services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act; those functions shall be performed by a qualified person. Where clean intermittent catheterization, nasal suctioning, tracheotomy care, toileting and similar procedures are necessary to maintain a student in the classroom, appropriate training will be provided to each teacher (prior to the placement of that special education pupil in the teacher's room, when practicable). This training shall include an explanation of procedure(s) for delivery of the school health or hygiene service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification, or termination of the procedures. However, when such services are necessary, they shall be performed by the school nurse, health care aide or trained para- professional whenever practicable.**
- C. Teachers shall not be required to handle toileting needs and/or dispense or administer medication to students, unless the teacher volunteers to do so and there is a written parental (guardian) request and written instructions from a physician. The teacher shall comply with the instructions of the physician and shall administer medication in the presence of an adult.**
- D. On a case-by-case basis, the Superintendent or his/her designee will determine what training and other support should be provided to a teacher who will be providing instructional or other services to an individual with a disability.**
- E. The Board shall provide, at Board expense, liability insurance coverage in the amount of one million dollars (\$1,000,000) on each teacher for duties performed pursuant to this section. If the Board fails to provide said insurance coverage, the teacher shall be indemnified and held harmless by the Board for the performance of such services under the circumstances and conditions set forth herein.**
- F. Teachers shall be expected to attend Individual Educational Planning Committee (IEPC) meetings to which they are invited. Those teachers invited to the meeting will be given at least 24 hours notice of the time of the meeting. Attendance at IEPC meetings held before or after contract hours is encouraged, but shall be voluntary. An administrator or his/her designee will be present at the IEPC meeting(s). When the Administration provides appropriate training to teachers, as determined by the Superintendent or his/her designee, the Administration will consult with the teacher(s)**

involved regarding the training schedule.

- G.** For the purposes of this article, the term “School Health Services”, shall mean any act or function constituting the “Practice of Medicine” within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).
- H.** In an effort to comply with the goal of least restrictive environment for all special education students, the Board will work toward a goal where general education and special education teachers who are assigned to co-teaching classes, are given a common preparation period for planning purposes. Building level administrators will work with the participating teachers to complete a written explanation of expectations and goals for the teaching arrangement.
- I.** When a special education/medically fragile student requires special restraints, procedures or accommodations outside what is reasonably expected within the traditional classroom, general education and special education teachers who provide services to these students, shall be provided with all appropriate and necessary training in order to provide services in compliance with such students’ individualized education plan.
- J.** General education and special education teachers shall be granted release time, when requested by the teacher(s) and approved by the building principal, for the purpose of planning appropriate delivery techniques and support services in order to be in compliance with student individual education plans.

SECTION IV

LEAVES-OF-ABSENCE

Section 4.1 Illness, Disability and Family Care

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

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

- The number of the teacher's accumulated total of personal business days and illness, disability and family care days.
 - Thirty (30) days minus the number of days already used for maternity leave.
1. Up to five (5) days per death from the allocation of eleven (11) days in Section 4.1.A. above, may be used for death in the immediate family. Members of the immediate family shall be defined as spouse, mother, father, legal guardian, aunt, uncle, children and their spouse, brothers, sisters, and spouse, grandparents and grandchildren as well as the same members of the spouses' family. Any requests for absence beyond five (5) days due to death in the immediate family must be submitted to the Superintendent of Schools and, if granted, would be chargeable against the teacher's accumulated allowance for illness, disability, and family care.

Additionally, each teacher may use one paid day per year to attend the funeral of any person of importance to the teacher, but not a

member of the immediate family as described above. Such day shall be allocated in accordance with this section.

- 2. A total of eight (8) days per illness may be allowed from the teacher's accumulated allowance for illness, disability and family care in Section 4.1.A. above, for an emergency illness in the immediate family. Any request for absence beyond those days set forth above, due to illness in the immediate family, must be submitted to the Superintendent of Schools and, if granted, would be chargeable against the teacher's accumulated allowance for illness, disability, and family care.**
- 3. If a teacher requests an extension of sick leave due to unusual circumstances, the Board, or its designee, at its sole discretion, may require the teacher to submit a statement in writing from the teacher's Medical Doctor indicating the teacher is physically unable to work due to personal illness.**
- 4. The sick leave of eleven (11) days per year, accumulative to 180 days, referred to in Section 4.1.A. above, shall be deducted only at the commencement of each school year and shall not exceed 180 days at that date. Sick days used during that school year shall be deducted from said 180 total.**
- 5. For members with ten (10) years or more service with the district, the number of illness, disability and family care days accumulated in addition to the number of personal business days accumulated upon retirement, death, or other termination of employment with the school system shall be paid out at the rate of thirty five dollars (\$35.00) per accumulated day. This payment shall be made to the former employee within one month of the employee's last working day.**
- 6. Any teacher who wishes may donate up to five (5) days of his/her accumulated sick days to another teacher facing personal long-term illness or the long-term illness or death of an immediate family member. The recipient teacher shall receive no more donated days per calendar year than necessary to qualify for long-term disability benefits, unless approved by the superintendent.**

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

Section 4.2 Personal Business Leave

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

Section 4.3 Leaves of Absence

A. The following leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

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

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

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

3. Visitation at other schools or for attending approved educational conferences or conventions as approved by the Superintendent of Schools.
- B. The following leaves of absence with pay not chargeable against the teacher's allowance may be granted if approved beforehand by the Superintendent of Schools for the following reasons:
1. Absence when a teacher is required to fulfill the responsibilities of a civil office or position. On such days the teacher must reimburse the school district the amount of money equal to the cost of a substitute teacher.
 2. Court appearance as a witness for the Association in any case connected with the teacher's employment or the school or for any other reason, whether subpoenaed or not. On such days, the teacher must reimburse the school district the amount of money equal to the cost of a substitute teacher.

Section 4.4 Unpaid Leaves

- A. The following leaves of absence without pay, when approved by the Superintendent, may be granted upon application for the following purposes:
1. Study related to the teacher's certification. No less than twelve (12) semester hours of graduate level course work at an approved university must be taken and passed successfully during the year of absence, if the teacher is to maintain the right to return to employment in the district.
 2. Study to meet eligibility requirements for certification other than that held by the teacher or for advanced degree. No less than twelve (12) semester hours of graduate level course work at an approved university must be taken and passed successfully during the year of absence, if the teacher is to maintain the right to return to employment in the district.
 3. Study, research or special teaching assignment involving advantage to the school system.

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

- C. Leaves of absence shall be granted to any teacher who shall be inducted or recalled for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system, provided they return before or at the opening of the school year following discharge.

- D. Family and medical leave in accordance with the Family and Medical Leave Act of 1993. This section shall not be construed as limiting the right of a

teacher to elect to substitute paid leave for unpaid leave in accordance with Section 102 (d) (2) of the Family and Medical Leave Act of 1993.

Section 4.5 Association Days

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

SECTION V

COMPENSATION & BENEFITS

Section 5.1 Insurance Protection

A. Each Bargaining Unit Member shall apply for MESSA PAK insurance Plan A or Plan B as set forth below. The member must comply with all requirements for coverage specified by the district, including those for enrollment, active employment, and receipt of agreement for payroll reduction for health insurance premiums. The Board shall provide for each member, one hundred percent of the annual cost thereof as billed to the Board.

1. MESSA PAK - Plan A

- a. Delta Dental 70/70/70 \$2,000 annual max for class I, II, III. \$3,000 lifetime max for class IV. Two cleanings per year.
- b. Negotiated Term Life (\$20,000 with AD & D)
- c. Vision (VSP-3 Gold)
- d. MESSA Choices II with Adult Immunization Rider and \$10/\$20 RX; \$500/\$1,000 In-Network Deductible; \$20 Office Visit Co-Pay

The Board of Education shall reimburse the difference for the first 25 prescription co-pays for the \$10/\$20 RX Plan as follows:

September 1, 2010 – July 31, 2011

The Board of Education shall reimburse the difference for the first 24 prescription co-pays for the \$10 RX plan as follows:

Up to 34 day supply	\$5.00
90 day supply	\$15.00
90 day supply mail order	\$18.00

August 1, 2011 – August 31, 2011

The Board of Education shall reimburse the difference for the first 25 prescription co-pays for the \$10/\$20 RX plan as follows:

Generic:

Up to 34 day supply	\$5.00
90 day supply	\$15.00
90 day supply mail order	\$18.00

Name Brand

Up to 34 day supply	\$15.00
90 day supply	\$35.00
90 day supply mail order	\$38.00

Members shall be reimbursed for prescription co-pays at a stop-loss of twenty-five prescriptions in the 2010-11 contract year starting at the twenty-sixth prescription co-pay. Members must present proof of such co-pay levels through MESSA work-sheets or pharmacy receipts to the business office with personal information (diagnosis/RX/Dr., etc.) redacted, but must clearly be able to show that the appropriate number of co-pays for stop-loss coverage have indeed been incurred during the contract year. Reimbursement shall be in the form of one check at the conclusion of the contract year. Reimbursement shall be made by the last payday in September for the previous year. Stop-loss reimbursement not presented by the second Friday in September for a previous year shall not be accepted for reimbursement absent special circumstances.

- e. Long Term Disability (60% Plan 1)
 - \$2,500 maximum
 - 90 calendar days modified fill, freeze on offsets
 - Alcohol, drug addictions (2 years)
 - Mental, nervous (2 years)

f. **Member premium contribution (pre-tax dollars):** members shall make a premium contribution of 10% of the Pak A cost, effective 05/1/12. This contribution will be automatically deducted from the employee's pay through payroll deduction.

2. MESSA PAK - Plan B

a. **Delta Dental 70/70/70 \$2,000 annual max for class I, II, III. \$3,000 lifetime max for Class IV. Two cleanings per year.**

b. **Negotiated Term Life (\$20,000 with AD & D)**

c. **Vision (VSP-3 Gold)**

d. **Long Term Disability (60% Plan 1)**

\$2,500 maximum

90 calendar days modified fill, freeze on offsets

Alcohol, drug addictions (2 years)

Mental, nervous (2 years)

e. **Member premium contribution (pre-tax dollars):** members shall make a premium contribution of 10% of the Pak B cost, effective 5/1/12. This contribution will be automatically deducted from the employee's pay through payroll deduction.

B. If both husband and wife are Bargaining Unit Members, only one shall apply for coverage under A-1 above.

C. If both husband and wife are Bargaining Unit Members, the member not applying for coverage under A-1 above, and any other member not applying for coverage under A-1 above, shall receive from the employer a cash payment equal to the Choices II single subscriber premium (however, any Bargaining Unit Member receiving Super Med II premium for this purpose as of February 1, 1994, shall be grandparented and shall continue to receive the premium at the Super Med II rate for the duration of his/her employment or until changed by contract, whichever first occurs). The cash payment received may be applied as follows:

1. Cash added to annual salary

2. Applied to the district flexible benefits plan (cafeteria) subject to the terms of the plan

3. Purchase of MEA's Fixed Option programs as determined by the Association (executed pursuant to a salary reduction agreement)

- 4. Purchase of any of MESSA variable options (executed pursuant to a salary reduction agreement)**
- D. The employer has adopted a flexible benefits plan, which complies with Section 125 of the Internal Revenue Code.**
- 1. The plan shall not be modified without the final approval by both parties to this master agreement.**
 - 2. All cost relating to the implementation and administration of benefits under this shall be borne by the employer.**
 - 3. Any amounts exceeding the employer subsidy share may be payroll deducted.**

Section 5.2 Salary Schedule – A.

2010-11	BA	BA+ 20	MA	MA+ 15	MA+ 30/ ED.S.
Step					
0	37,846	38,661	41,131	41,217	43,643
1	39,488	40,213	42,771	43,562	45,388
2	42,179	43,023	45,762	46,608	48,567
3	43,873	44,745	47,592	48,471	50,506
4	45,623	46,536	49,495	50,414	52,531
5	47,445	48,390	51,477	52,426	54,632
6	49,339	50,325	53,529	54,526	56,819
7	51,326	52,340	55,677	56,703	59,089
8	53,373	54,432	57,902	58,976	61,453
9	55,506	56,610	60,220	61,352	63,908
10	57,724	58,871	62,627	63,789	66,466
11	57,724	58,871	62,627	63,789	66,466
12	57,724	58,871	62,627	63,789	66,466
13	57,724	58,871	62,627	63,789	66,466
14	60,909	62,124	66,085	67,301	70,129
15	60,909	62,124	66,085	67,301	70,129
16	60,909	62,124	66,085	67,301	70,129
17	60,909	62,124	66,085	67,301	70,129
18	63,289	64,559	68,663	69,941	72,874
19	63,289	64,559	68,663	69,941	72,874
20	63,289	64,559	68,663	69,941	72,874
21	63,289	64,559	68,663	69,941	72,874
22	63,289	64,559	68,663	69,941	72,874
23	63,289	64,559	68,663	69,941	72,874
24	63,289	64,559	68,663	69,941	72,874
25	64,502	65,771	69,876	71,154	74,086

2011-12	BA	BA+ 20	MA	MA+ 15	MA+ 30/E D.S.
Step					
0	37,903	38,719	41,193	41,279	43,708
1	39,547	40,273	42,835	43,627	45,456
2	42,242	43,088	45,831	46,678	48,640
3	43,939	44,812	47,663	48,544	50,582
4	45,691	46,606	49,569	50,490	52,610
5	47,516	48,463	51,554	52,505	54,714
6	49,413	50,400	53,609	54,608	56,904
7	51,403	52,419	55,761	56,788	59,178
8	53,453	54,514	57,989	59,064	61,545
9	55,589	56,695	60,310	61,444	64,004
10	57,811	58,959	62,721	63,885	66,566
11	57,811	58,959	62,721	63,885	66,566
12	57,811	58,959	62,721	63,885	66,566
13	57,811	58,959	62,721	63,885	66,566
14	61,000	62,217	66,184	67,402	70,234
15	61,000	62,217	66,184	67,402	70,234
16	61,000	62,217	66,184	67,402	70,234
17	61,000	62,217	66,184	67,402	70,234
18	63,384	64,656	68,766	70,046	72,983
19	63,384	64,656	68,766	70,046	72,983
20	63,384	64,656	68,766	70,046	72,983
21	63,384	64,656	68,766	70,046	72,983
22	63,384	64,656	68,766	70,046	72,983
23	63,384	64,656	68,766	70,046	72,983
24	63,384	64,656	68,766	70,046	72,983
25	64,599	65,870	69,981	71,261	74,197

2012-13	BA	BA+ 20	MA	MA+ 15	MA+ 30/ED.S.
Step					
0	37,960	38,777	41,255	41,341	43,774
1	39,606	40,333	42,899	43,692	45,524
2	42,305	43,153	45,900	46,748	48,713
3	44,005	44,879	47,734	48,617	50,658
4	45,760	46,676	49,643	50,566	52,689
5	47,587	48,536	51,631	52,584	54,796
6	49,487	50,476	53,689	54,690	56,989
7	51,480	52,498	55,845	56,873	59,267
8	53,533	54,596	58,076	59,153	61,637
9	55,672	56,780	60,400	61,536	64,100
10	57,898	59,047	62,815	63,981	66,666
11	57,898	59,047	62,815	63,981	66,666
12	57,898	59,047	62,815	63,981	66,666
13	57,898	59,047	62,815	63,981	66,666
14	61,092	62,310	66,283	67,503	70,339
15	61,092	62,310	66,283	67,503	70,339
16	61,092	62,310	66,283	67,503	70,339
17	61,092	62,310	66,283	67,503	70,339
18	63,479	64,753	68,869	70,151	73,092
19	63,479	64,753	68,869	70,151	73,092
20	63,479	64,753	68,869	70,151	73,092
21	63,479	64,753	68,869	70,151	73,092
22	63,479	64,753	68,869	70,151	73,092
23	63,479	64,753	68,869	70,151	73,092
24	63,479	64,753	68,869	70,151	73,092
25	64,696	65,969	70,086	71,368	74,308

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

- H. Part-time contracted teachers will receive benefits pro-rated equal to their contract.
- I. All correspondence course work or course work taken over the internet must be approved in writing in advance by the Superintendent.
- J. Whenever a teacher is requested by the Administration or their designee to substitute for another teacher during the planning period, the teacher who performs the substitution shall be paid twenty-five (\$25.00) per period. A teacher shall not be required to perform such substitution if another teacher volunteers to do it. Whenever possible, such substitution shall be voluntary.

Section 5.3 Professional Compensation

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

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

- D. Teachers involved in voluntary extra duty assignments as set forth in Section 5.4 which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation.
- E. Teachers required, in the course of their work, to drive personal automobiles from one building to another shall receive a car allowance for mileage at the IRS rate. The same allowance shall be given for use of personal automobiles for approved field trips or other business of the school district.

F. Early Retirement Incentive: For the duration of this Agreement, a person employed as a teacher in the Public Schools of Petoskey whose effective date of retirement is on the last working day of the school year or the day immediately following, is eligible to receive an early retirement incentive under the following conditions:

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

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

It is the intention of the parties that if a teacher retires during the first year that the teacher is able to retire, under the conditions set forth in paragraphs 1, 2, and 3 above, the teacher will receive 50% of the difference between a BA Step 2 and the teacher's salary at the time of retirement. (Hypothetically if a teacher was in their first

year of eligibility and was at MA plus 15 on Step 18, then the teacher's salary would be \$57,676 using the 2000-2001 salary schedule and the BA Step 2 level would be \$34,782. Therefore, the teacher's one-time lump sum payment would be 50% of the difference between those two, or \$11,447. In further illustration, if a teacher waited until the third year in which he/she were eligible to retire before he/she actually retired, he/she would receive 30% of the difference between the BA Step 2 and their salary, as a one-time lump sum payment).

5. Should the teacher die before collecting the benefits under either A or B above, the teacher's beneficiary or estate shall receive such benefit(s).
6. The amount of the one-time payment to the eligible retiree, under either 4A or 4B will be made by July 15, of the year when retiring.
7. This compensation is in addition to any retirement plan available through MPSERS.
8. Teachers retiring under this plan shall have the option of using these early retirement benefits to purchase health insurance coverage as provided to any other teacher as outlined in this Agreement.
9. The Association agrees to defend, indemnify and hold the Public Schools of Petoskey and Board harmless from any and all liability, costs and expenses of whatsoever kind or nature, including but not limited to attorney fees, arising from any claim based upon the early retirement incentive language of this section.

Section 5.4 Percentages Paid for Extra Duties

- A. Appointment to the positions identified in Section 5.4. are not tenured positions, and are yearly appointments. If there are no Bargaining Unit Members qualified for the job, or if Bargaining Unit Members who apply are not qualified for the job, the manner in which the position will be filled is at the sole discretion of the Board.
- B. The percentage of pay is based on the BA schedule with experience figured in years within that extra position up to a maximum of fifteen (15) years, Step 14. Up to five (5) years credit may be granted in that extra position for experience outside the Petoskey Schools.

Art Shows

2% High School Producer
2% Middle School Producer
2% Elem. School Producer (2)

Advisors

2% Senior Class Advisor
(at step 0 and always remains at step 0)
2% Junior Class Advisor
(at step 0 and always remains at step 0)
2% Sophomore Class Advisor
(at step 0 and always remains at step 0)
2% National Honor Society
2% DECA
2% FFA
2% HOSA
2% VICA (3)
2% MITES
2% Quiz Bowl
2% FCCLA
2% Model UN
2% PMS Builders' Club

Band-Choir

12% Director of Bands
8% Assistant
8% Choir Director
3% Color/Winter Guard
3% Steel Band Director

Baseball

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

Basketball

11% Head Coach
7% J.V. Coach
7% Freshman Coach
5% Middle School Coach(s)
2 1/2% Intramural Coordinator (Weekdays)

Cheerleading

13% Coach – High School
8% Assistant Coach – High School
3% 8th Grade Coach
2% 7th Grade Coach
2% 6th Grade Coach

Cross Country

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

Debate

6% Head Coach
3% Assistant Coach

Driver Education/Adult Education/Summer School /Lunch Supervision (Association Member Only)

\$25.00 per hour

Enrichment

3% Elementary Enrichment Choir (1)
2% Math Counts Coordinator

Football

11% Head Coach
7% Varsity Assistant Coach (3)
7% J.V. Head Coach
5% J.V. Assistant Coach
7% 9th Head Coach
5% 9th Asst. Coach
4% 8th Coach (2)
4% 7th Coach (2)

Forensics

6% Head Coach
3% Assistant Coach

Golf

8% Head Coach
5% J.V. Coach

High School Department Heads (5 1/2%)

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

Hockey

11% Head Coach
7% Varsity Asst. Coach

Middle School

5% A.M. Intramural Coordinator
3% Weight-Training Coach
2% Photography Advisor

On-Line Teacher of Record

\$25.00 per hour

Plays

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

School Paper

3% High School Advisor

Skiing

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

Soccer

8% Head Coach
5% J.V. Coach
4 1/2% 9th Grade Coach

Softball

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

Tennis

8% Head Coach
5% J.V. Coach

Track

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

Volleyball

11% Head Coach
7% J.V. Coach
5% 9th Grade Coach
4% Middle School

Wrestling

11% Head Coach
7% Assistant Coach
7% 9th Grade Coach
5% Middle School Coach

Year Book

6% High School Advisor
3% Middle School Advisor

Section 5.5, 403(b) Plans

- A. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that the vendors included in Schedule B of the plan document as agreed to in section B-1 below shall be the investment providers for the plan.**

- B. The parties further understand and agree that the regulations regarding the administration of 403(b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that:**
 - 1. A plan document, consistent with all legal requirements shall be mutually developed by the parties by November 7, 2008.**

 - 2. Vendors who elect to cease complying with regulations of the District Administrative Plan as agreed to in Section 1 above shall be removed from the list of potential vendors.**

 - 3. The parties agree that new investment providers may be added as needed.**

 - 4. The Board will provide timely notice to the Association of proposed changes to the vendors included in Schedule B of the plan document, prior to implementation of the change.**

 - 5. All Bargaining Unit Members are eligible to participate in the plan.**

SECTION VI

MISCELLANEOUS PROVISIONS

Section 6.1 School Improvement Plan

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

The following conditions shall govern teacher participation on SIP committees:

- 1. Participation shall be voluntary.**
- 2. Participation or non-participation shall in no way be used as a criterion for evaluation, discipline, or discharge.**

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

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

Section 6.2 Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement during the time of the Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.**
- B. Title IX and E.E.O.C. Guidelines: It is agreed between the Board and the Association that Title IX and E.E.O.C. Guidelines will be followed during the life of this Agreement.**
- C. Copies of this Agreement shall be furnished at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.**

- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.**

APPENDIX A

Professional Appraisal Rubric

DOMAIN 1: PROFESSIONALISM

	Unsatisfactory	Developing	Proficient	Distinguished
Attention to Administrative Tasks (attendance, lesson plans, report cards, etc.)	Poor records & few indicators to monitor and evaluate student progress	Adequate records & some indicators to monitor and evaluate student progress	Appropriate records and multiple indicators to monitor and evaluate student progress	Appropriate records and multiple indicators to monitor , evaluate , and effectively communicate student progress
Commitment to Professional Growth	Inconsistently attends or attempts to advance through: PLCs, TRIADs, PD opportunities, graduate courses, memberships, or district/building committees, etc.; may be open to but does not seek feedback	Often attends or attempts to advance through: PLCs, TRIADs, PD opportunities, graduate courses, memberships, or district/building committees, etc.; open to and sometimes seeks feedback	Attends and advances through: PLCs, TRIADs, PD opportunities, graduate courses, memberships, or district/building committees, etc.; open to and seeks feedback	Attends, advances, & leads during: PLCs, TRIADs, PD opportunities, graduate courses, memberships, or district/building committees, etc.; open to and often seeks feedback
Demonstration of Professionalism	Practices show a lack of : integrity, honesty, awareness of needs, or compliance with district or building norms (e.g., mentoring, TLC, extracurricular....)	Practices usually show: integrity, honesty, awareness of student needs, and compliance with district or building norms (e.g., mentoring, TLC, extracurricular....)	Practices always show: integrity, honesty, awareness of student needs, and compliance with district or building norms (e.g., mentoring, TLC, extracurricular....)	Practices show the highest levels of: integrity, honesty, caring , awareness of student needs, and compliance with district or building norms (e.g., mentoring, TLC, extracurricular....)

DOMAIN 2: INSTRUCTION

	Unsatisfactory	Developing	Proficient	Distinguished
Knowledge of Subject Matter	Limited evidence of grade-level curriculum knowledge	Basic evidence of grade-level curriculum knowledge	Evidence of grade-level curriculum knowledge & able to differentiate to meet student needs	Strong understanding of grade-level curriculum knowledge, able to differentiate to meet student needs, & provides enriching activities
Lesson Planning	Poorly chosen, organized, and paced	Appropriately chosen, organized, and paced	Detailed, fully developed, clear objectives, well-paced, & based on student data	Detailed, fully developed, clear objectives, well-paced, based on student data & evidence of long-term planning
Delivery	Unable to respond to students' learning needs	Able to respond to students' learning needs & make minor adjustments to lessons	Able to respond to students' learning needs & make adequate adjustments to lessons	Able to respond to students' learning needs & make adjustments to lessons: smooth transitions, spiraled learning, differentiated, questioning, etc.

DOMAIN 3: CLASSROOM ENVIRONMENT

	Unsatisfactory	Developing	Proficient	Distinguished
Engaging Students	Many not actively engaged in learning: off task, no evidence of a routine, etc.	Some not actively engaged in learning: off task, little evidence of a routine, etc.	Most actively engaged in learning: on task, evidence of a routine, responding to instruction, etc.	Students highly engaged in learning: on task, evidence of a routine, responding to instruction, following directions , etc.
Culture of Learning	Low expectations, academic rigor, & pride in work (students/ self)	Modest expectations, academic rigor, & pride in work (students/self)	High expectations, academic rigor, & pride in work (students/self)	Exemplary expectations, academic rigor, persistence , & pride in work (students/self)
Classroom Management	Ineffective classroom: poor procedures, instructional groups, transitions, handling of supplies, instructional time, arrangement of physical space, student safety practices, etc.	Partially effective classroom: acceptable procedures, instructional groups, transitions, handling of supplies, instructional time, arrangement of physical space, student safety practices, etc.	Effective classroom : good procedures, instructional groups, transitions, handling of supplies, instructional time, arrangement of physical space, student safety practices; etc.	Highly effective classroom: exceptional procedures, instructional groups, transitions, handling of supplies, instructional time, arrangement of physical space, student safety practices; etc.
Respectful & Inclusive	Little or no attempt to encourage, model, expect, or teach the civil treatment of others	Inconsistent attempt to encourage, model, expect, and teach the civil treatment of others	Consistent attempt to encourage, model, expect, and teach the civil treatment of others	Evidence of highly effective standards of civil conduct that are well established, modeled, expected, supported, & taught

DOMAIN 4: STUDENT ACHIEVEMENT DATA

	Unsatisfactory	Developing	Proficient	Distinguished
Assessments	Unclear criteria & targets; no student growth apparent	Somewhat clear criteria & targets; some student growth apparent	Clear & rigorous criteria & targets, appropriate student growth, primarily aligned to state/district standards, & modified for students with special needs	Exceptional criteria & targets, appropriate student growth, aligned to state/district standards, & modified appropriately for students with special needs
Types of Assessments	Little use of various types of assessment tools (formative & summative)	Some use of various types of assessment tools (formative & summative)	Consistent use of various types of assessment tools (formative & summative)	Use of a variety of formative and summative assessments, including student self-assessment
Teacher Reflection	Rare or little evidence that lesson effectiveness has been assessed	Inconsistent evidence that lesson effectiveness has been assessed	Consistent evidence that lesson effectiveness has been assessed & that certain outcomes/goals were met	Lesson effectiveness assessed by specific outcomes that were met/not met & adaptations or improvements were made

APPENDIX B

Professional Appraisal Report

PROFESSIONAL APPRAISAL REPORT PUBLIC SCHOOLS OF PETOSKEY

Teacher's Name: _____ Building: _____

Evaluator: _____ Date of Report: _____

Date(s) of Formal Classroom Observation(s): _____

DOMAIN 1: PROFESSIONALISM

Unsatisfactory	Developing	Proficient	Distinguished

DOMAIN 2: INSTRUCTION

Unsatisfactory	Developing	Proficient	Distinguished

DOMAIN 3: CLASSROOM ENVIRONMENT

Unsatisfactory	Developing	Proficient	Distinguished

DOMAIN 4: STUDENT ACHIEVEMENT DATA

Unsatisfactory	Developing	Proficient	Distinguished

Student Data Source Employed: A Common Assessment

Teacher may also choose an additional option of:

- Unit Pre & Post-Test Data
- Performance Data
- Portfolio of Students' Work
- Longitudinal NWEA Data

- Longitudinal MEAP/MME Data
- Other Data Type _____

SUMMARY EVALUATION

All things above being taken into account, the overall performance of this teacher is evaluated as: (Please check only one.)

SATISFACTORY

UNSATISFACTORY

Administrator comments (optional):

ADDITIONAL COMMENTS MAY BE ATTACHED TO THIS DOCUMENT BY THE
EVALUATOR OR THE TEACHER BEING EVALUATED.

I have read the above appraisal.

I understand that my signature does not indicate my agreement with the content of this appraisal. I also understand that the terms of the appraisal are subject to the district's *Collective Bargaining Agreement*.

Date: _____ Signature of Teacher _____

Date: _____ Signature of Evaluator _____

APPENDIX C

Staff Acceptable Use Policy

PUBLIC SCHOOLS OF PETOSKEY

NETWORK & ACCESS AGREEMENT FOR STAFF MEMBERS

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

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

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

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

computer is running.

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

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

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

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

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

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

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

I. The Staff Member may not transfer files, shareware, or software that would incur a financial obligation on the part of the District from information services and electronic Bulletin Boards without the permission of the District. The Staff Member will be liable to pay the cost or fee of any file, shareware or software transferred, whether intentional or accidental, without such permission.

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

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

Signature of Staff Member: _____

Date: _____