

Powell Township Education Association MEA/NEA

2009-2012 Master Agreement

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POWELL TOWNSHIP EDUCATION ASSOCIATION MEA/NEA
2009-2012 CONTRACT

ARTICLE I
RECOGNITION

A. The Board recognizes the Association as the exclusive bargaining representative

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as defined in Section II of Act 379, Public Acts of 1965, for all full-time and part-time certified teachers but excluding the Superintendent, all other certified personnel, and all other employees not specifically included.

- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.

ARTICLE II
ASSOCIATION AND TEACHERS' RIGHTS

- A. The teachers shall have the right to use school building facilities for school purposes at all reasonable hours for meeting provided the administration is notified of the building's proposed use. Availability of the school building facilities to the teachers is subject to prior commitments.
- B. The Board agrees to furnish to the teachers or respond to reasonable requests from time to time, all available information concerning the financial resources of the District, tentative budgetary requirements and allocation, and such other information as will assist the teachers in developing intelligent, accurate, informed, and constructive programs with information, except privileged communications, which may be necessary for the teachers to process any grievance or complaint.
- C. The Board agrees to make available in school adequate typing, duplicating facilities, and a copying machine for transparencies to aid teachers in the production of instructional material.
- D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, sex, or marital status.
- E. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrator shall in the presence of the teacher's authorized representative remove these credentials and confidential reports from the file prior to a review of the file by the teacher.
- F. All communications including but not limited to evaluation, commendation, and

- complaints directed toward the teacher which are included in the personnel file shall be called to the teacher's attention at the time of inclusion. The teacher may make addendums to any items prior to their inclusion up to three (3) 8 1/2-by-11 pages.
- G. A teacher shall be entitled to have present a representative of the local Association when he/she is being formally reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. The teacher shall be informed of the meeting and its purpose prior to its scheduling. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. If the severity of the offense warrants, any MEA state representative may be in attendance upon the request of the member.
- H. Any case of alleged assault upon a teacher while in performance of his/her duties will be promptly reported to the Board and its designated representative. If the alleged assault was by a pupil, the alleged assault will be promptly investigated by the Superintendent. These persons, after a fair and impartial hearing has been held with the student and his/her parents/guardian, shall determine a suitable punishment for the assaulting pupil. This decision will be communicated to the teacher concerned. If the assault is by an adult person who is not a pupil, the Board will promptly report this incident to the proper law enforcement authorities.
- I. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board but shall not be responsible for loss or damage of any such property when such loss or damage is not due to negligence of the teacher. Negligence is to be defined as failure to exercise the care which situations or circumstance demand.
- J. Any written complaint by parents of a student shall be promptly called to the teacher's attention. The Board shall not act on any complaint unless presented in writing.
- K. No teacher shall be disciplined (including warning, reprimands, suspensions, reductions in rank or professional advantage, discharges, or other actions of a disciplinary nature) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.
- L. The Association will be granted two leave days a year, not cumulative for

concerns that may arise.

ARTICLE III
RIGHTS OF THE BOARD

- A. The teachers recognize that the Board has responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

ARTICLE IV
SICK/PERSONAL, FUNERAL, AND TERMINAL LEAVE

- A. All teachers absent from duty because of personal illness or illness in the immediate family, which shall include father, mother, sister, brother, spouse, children, parent-in-law, grandparents, and other relatives living in the same household as a member of the regular family unit, shall be granted ten (10) days sick leave per year, accumulative to two hundred (200) days for teachers hired prior to 7/1/03; one hundred (100) days for teachers hired after 7/1/03. Ten (10) days are to be granted at the beginning of each school year. First-year teachers who use their ten (10) days and do not complete the school year shall repay unearned sick leave. The Board reserves the right to request doctor certification for absences due to illness in excess of three (3) days.
- B. Each teacher shall be given written notice at the beginning of the school year as to the amount of sick leave he/she has accumulated.
- C. Teachers shall receive three (3) non-accumulative personal business days per school year.
 - 1. Not more than ten percent (10%) or one (1), whichever is greater, of the employees in any one (1) category may be granted personal business leave for any given day or as authorized by the Superintendent.
 - 2. Request for the use of personal days must be submitted in writing to the Superintendent five (5) days in advance of the anticipated absence except in cases of emergency.
 - 3. If the nature of the leave is classified as an emergency, the absence report

may be submitted at the earliest possible time.

- 4. Approval of personal leave will be contingent upon the securing of an acceptable substitute.
- 5. If two (2) people apply for personal leave on the same day, the process for selection will be on a first-request basis.
- 6. Personal leave may not be requested for the week before Winter or Spring Break or two (2) weeks before the last day of school unless emergency or authorized by Superintendent.
- 7. The Board will increase the number of personal leave days by two (2) provided that the days are taken from the individual teachers' accumulated sick leave and the total of five (3+2) days cannot be used consecutively.

D. **Death in the Immediate Family** - The teacher may take a maximum of five (5) days per death at the time of the death. Immediate family shall be interpreted as mother, father, husband, wife, grandparents, child, sister, brother of a teacher and/or his/her spouse, or other relatives living in the household. One (1) of these days must be the funeral day.

E. Terminal pay shall be computed as follows:

- 1. A person accumulated number of sick days times

0-100	\$50 per day	101-200	\$60 per day
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Benefits as outlined above shall be payable to full-time employees who have reached retirement age and have spent a minimum of ten (10) years of full-time service (or its equivalent) or become "totally disabled," and "retirement age" shall be defined as stated in the State of Michigan General School Laws and used by the Michigan Public School Employees Retirement Board.

F. The following legal holidays shall be observed and all schools closed:

- New Year's Day
- Easter Monday (will be determined by the calendar)

Memorial Day
Labor Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Day

- G. Teachers will be paid on either a basis of twenty (20) or twenty-six (26) payments, but once the choice is made it cannot be changed during the school year.
- H. Following an extended sick leave, the teacher will have the right to return to the teacher's former position or other position for which she/he is certified and qualified.

ARTICLE V
LEAVES OF ABSENCE

- A. Leaves of absence without pay may be granted by the Board upon written request and application for the following:
 - 1. Education
 - 2. Child Care
 - 3. Public Office
 - 4. Other Special Consideration
 - 5. Military Leave

The conditions of the leave shall be in writing with a copy provided to the Association. Notice of intention to return from a leave shall be provided to the Board sixty (60) days prior to the end of the leave by certified mail.

- B. Day(s) with pay, not chargeable against the teacher's sick leave, shall be granted for court appearances as a witness in any case connected with the teacher's employment or the school.
- C. Day(s) with pay, not chargeable against teacher's sick leave, upon written request, may be granted for the following professional purposes:
 - 1. Visitation to view other instructional techniques or programs, conferences, workshops, seminars conducted by colleges and universities, or other recognized educational conferences but excluding those related to labor relations.

2. The teacher may be required to file with or present to the administration a report on the activities of the conference or meeting with recommendations, if any, for use by the teacher or other teacher(s) and by the Board.
 3. Expenses may be allowed for attending professional meetings and conferences.
 4. Requests for permission to attend professional activities must be approved by the Superintendent or his/her designee.
- D. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be paid the difference between the daily remuneration and the teacher's daily salary excluding mileage.
- E. Any regular employee who is conscripted into the Armed Services of the United States for training and service shall be granted a military leave. He/she shall be reinstated in his/her position in this school system with full credit on the salary schedule for the years of conscriptive military service. The reinstatement shall begin the September following his/her release from service.
- F. The Board shall grant to any teacher a leave of absence for the purpose of childbirth/adoption. The childbirth leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last after the termination of the pregnancy until such time as in the opinion of her physician she can adequately assume the duties to which she is regularly assigned up to a maximum of six (6) weeks. If her doctor permits return to work prior to six (6) weeks, the teacher may elect to remain out for the additional period.

An adoption/paternity leave may commence one (1) week prior to the adoption/childbirth and continue for a maximum of six (6) weeks with utilization of accumulated sick leave and personal leave days.

1. In case any dispute as to whether a teacher under this provision is physically able to adequately perform the duties she is regularly assigned, the physician who has treated the teacher through her pregnancy shall make the final and binding determination.

2. The leave of absence may upon approval of the Board extend to the end of the school year in which the teacher commenced such leave of absence and further provided that:
 - a. The reinstatement shall be to the teacher's former position or other position for which he/she is certified and qualified.
 - b. The leave may be extended to a period of one (1) year by written request of the teacher and at the discretion of the Board. The teacher will be assigned a position for which he/she is certified and qualified in accordance with the seniority rights Article of this Master Agreement.
 - c. A teacher on maternity, paternity, or adoption shall be given the opportunity to pay his/her own hospital insurance and term-life insurance at the group rate through the school office provided approval is given by the carrier of the insurance program.
3. The granting of such leave shall in no way interrupt seniority and rights attendant thereto.
 1. A person on a leave of absence shall not accrue sick days nor seniority.

G. Sabbatical Leave

1. After seven (7) consecutive years of employment a teacher may apply for sabbatical leave in accordance with Section 572 of the General School Laws. Permission may be granted to no more than one (1) teacher each year. The teacher on leave shall receive for one (1) year the regular increment and seniority when returning from the leave, and will be paid a maximum of fifty percent (50%) of tuition up to Two Thousand Five Hundred Dollars (\$2,500) upon proof of successful completion of the course work.
2. A teacher anticipating a sabbatical leave must notify the Board of Education ninety (90) days prior to the closing of school. If termination of a position is considered, a waiver to the ninety- (90) day period may be considered.
3. Teachers shall return to the school district for a minimum of two

(2) years to the teacher's former position or other position for which he/she is certified and qualified following a sabbatical leave. In the event a teacher does not stay in the school district for a minimum of two (2) years, all monies received must be paid back.

- 4. A teacher on sabbatical leave shall have the opportunity to buy their own hospital and term-life insurance at the group rate through the school office provided approval is given by the carrier of the insurance program.

ARTICLE VI
TEACHING HOURS

- A. The teacher's normal hours of work shall be designated by the Board except that the Board shall make known its proposed hours to the teachers and shall, if requested by the teachers, meet to mutually discuss the opening and closing times of the teacher's school day.
- B. All teachers shall have a duty-free lunch period. (Teachers shall be released on Fridays and days before holidays as soon as school is dismissed.) The above-mentioned time schedule can be adjusted with the consent of both parties.
- C. The Board recognizes the principle of a standard work week and will so far as is possible set work schedules and make professional assignments which may be reasonably completed in the standard work week. The Board and the teachers recognize that the standard work week may not include enough time for course preparation, professional improvement, continuing education, and grading of homework papers or exams.
- D. The District will meet all state mandated days and hours requirements.

ARTICLE VII
TEACHING CONDITIONS AND RESPONSIBILITIES

- A. The Board agrees at all times to keep the schools reasonably equipped and maintained subject to the funds available. The Board will confer from time to time with appropriate teacher professional improvement committees on the selection of text materials and educational aids to the end of improving the learning process. The Board shall maintain the present existing facilities available in school regarding restrooms and lavatory facilities. These facilities may be used as needed by specifically named students.

- B. Telephone facilities shall be made available to teachers for their reasonable use as presently provided.
- C. Scheduled days of instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities may be rescheduled at the discretion of the Board of Education to ensure that there are a minimum of one hundred eighty (180) days of actual instruction. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.
- D. The Board of Education shall not be required to cancel a "work day" (i.e., a day when teachers report but students are not in session such as an end-of-semester grading day, a parent/teacher conference day, or in-service day) or that portion of any day which is scheduled to be a partial "work day" even though students do not report. However, the Board may do so at its discretion. The Board shall not be required to reschedule a "work day" or a partial "work day" which is cancelled but may do so at its discretion.
- E. A teacher is expected to remain after the normal school day when an advanced appointment for a personal conference is made by a parent or student. This appointment must be convenient to both parties.

ARTICLE VIII
TEACHER EVALUATION

- A. Each teacher shall be notified and have the right to review any evaluation sheets made by the local administration and to see transcripts and certificates before they are placed in his/her personnel file with the exception of confidential correspondence secured from sources outside the school system.
- B. After each formal teacher evaluation, a conference will be conducted with the teacher by the evaluator within ten (10) school days after the observation at a time convenient to both parties. A copy of the evaluation is to be given to the teacher before the scheduled conference.
- C. A teacher shall at all times be entitled to have present an Association representative when he/she is being reprimanded, warned, or disciplined for any

infraction of discipline or delinquency in representation is made. No formal action shall be taken with respect to the teacher until such representation is present.

- D. A tenure teacher's evaluation is subject to the grievance procedure.

ARTICLE IX
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board and administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. A teacher may exclude a pupil from a classroom when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The teacher shall re-admit an excluded pupil at her/his discretion after conferring with the pupil and the administrator regarding the said offense or at the direction of the administrator. A teacher shall not exclude a student from a classroom for the convenience of the teacher other than for reasons cited above. In such cases the teacher will furnish the administrator, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.
- C. Any assault upon a teacher arising from performance of duties shall be promptly reported to the Board or its designated representative. In the event of such an assault or if a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, the teacher involved may request assistance from the Board in such matters including financial aid for the services of legal counsel. These requests shall be made to the Board whose determination of whether the conduct of the teacher involved justifies any assistance from the Board. The Board has total discretion in granting or not granting assistance. All teachers shall observe Board approved and published rules respecting punishment of students as established by the Board or required by law.
- D. Any complaints directed toward a teacher shall be promptly called to the teacher's attention if the complaint is considered serious enough to note in the teacher's personal folder. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question if the teacher believes that material to be placed in his/her file is

inappropriate or in error, he/she may receive adjustment provided cause is shown through the grievance procedure whereupon the material will be corrected or expunged from the file. The source of the complaint shall be identified.

- E. The Board recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed children and not be charged with responsibility for psychotherapy.
- F. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher as a result of an assault and battery of the teacher while on duty in the school or on the school premises.

ARTICLE X
REDUCTIONS IN PERSONNEL, SENIORITY, AND RECALL

- A. In the event of layoff due to a decreased student enrollment or shortage of revenue, the order of reduction shall be as follows:
 - 1. First-year probationary teachers shall be laid off first by using the following order:
 - a. Certification
 - b. Seniority
 - c. Semester Hours
 - d. Competency as determined by administrative evaluation of probationary personnel in accordance with Board of Education policy and administrative regulations.
 - 2. Second-year probationary teachers shall be laid off in accordance with A, 1, above.
 - 3. Third-year probationary teachers shall be laid off in accordance with A, 1, above.
 - 4. Tenure teachers shall be laid off by using the criteria below in the following order:
 - a. Certification
 - b. Seniority

5. Seniority shall be defined as the teacher's first working day of continuous service in the school district. In the circumstance of more than one (1) individual teacher beginning on the same date. (Date of hire will determine position on the seniority list.) A teacher shall lose his/her seniority if he/she resigns, retires, or is discharged by the Board providing said discharge is not being challenged through tenure proceedings, the courts, or the grievance procedure. The attached seniority page (Appendix C) will be the standard for all teachers employed under this agreement. Seniority shall be prorated.
 6. If a tenure teacher is on layoff, he/she shall retain his/her right to return to work for up to three (3) years to a position for which he/she is certified and qualified provided he/she is the most senior person in line.
- B. In the event it becomes necessary to reduce the number of teachers through layoff or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate position(s), the Board shall determine the order of layoff provided, however, such action shall not be contrary to Section A and conforms to the following:
1. The Board shall develop a list of necessary staff positions that are to be reduced based upon the proposed educational programs for the forthcoming school year. The list of staff positions that are to be reduced shall be posted with a copy to the teachers. Such list shall be posted prior to any layoff. A tenure teacher on sabbatical or leave of absence shall be considered in the same status as an actively employed teacher.
 2. The Board shall endeavor to give forty-five (45) calendar days' notice to the individual involved and, in any event, thirty (30) calendar days' notice prior to the annual expiration of this Agreement.
- C. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified and is the most senior person in line for the vacancy. No loss-of-experience factor, tenure, or seniority granted by the District shall occur; and a teacher's accumulated sick leave shall not be cancelled but shall remain credited to him/her. A teacher whose service has been interrupted by layoff will not accrue seniority while on layoff and recall. Prior to recall all available positions shall have been posted for at least ten (10) days. No new teachers shall be employed by the Board while there are teachers with proper certification and qualifications to fill any vacancy which may arise. After a three (3) year period of

layoff a teacher shall have no right to recall.

- D. The Board shall give written notice of recall from layoff by sending a registered or certified letter, return reply requested, to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recalls, or other notice to the teacher. If a teacher fails to report to work within ten (10) calendar days from date of sending of the recall and acknowledgment of receipt of same, unless extenuating circumstances exist, said teacher shall be considered as a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.
- E. Seniority will be earned only where a member is in a bargaining unit or on a Board-approved leave of absence from a bargaining position.
- F. A teacher on a Board-approved leave of absence or a sabbatical can only be replaced by a certified and qualified teacher who is issued an individual contract only for that time period during which the leave has been approved, and the individual contract shall state that the teacher has no rights of recall.

ARTICLE XI
GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed written terms of this Agreement.
- B. The term "days" as used herein shall mean working days (Monday through Friday).
- C. **Step 1** - A Grievant shall within ten (10) days of its alleged occurrence orally discuss the problem with the Superintendent/Principal. If no resolution is obtained within three (3) days of the discussion, the Grievant shall submit the grievance in writing and proceed within five (5) days to Step 2.

Step 2 - A copy of the written grievance shall be filed with the Superintendent/Principal. Within five (5) days of receipt of the grievance the Superintendent shall arrange a meeting with the Grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent shall render his/her decision in writing. If no decision is rendered within five (5) days of the discussion or the decision is

unsatisfactory to the Grievant, the Grievant shall within five (5) days appeal same to the Board of Education.

Step 3 - Upon written application the Board shall allow the teacher an opportunity to be heard within ten (10) days. Within twenty (20) days from the hearing of the grievance the Board shall render its decision in writing.

Step 4 - If the Grievant is not satisfied with the disposition of the grievance at Step Three, and has written approval from the Association; it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.

1. The decision of the arbitrator shall be final and conclusive and binding upon the Board and the teachers and/or Grievant.
 2. The arbitrator shall not have power to alter, modify, add, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject in all cases to the rights, responsibilities, and authority of the parties under the Michigan General School Laws or any other national, state, county, district, or local laws. The arbitrator shall not usurp the function of the Board of Education and/or the teachers or the proper exercise of this judgment and discretion under law and this Agreement.
- D. The fees and expenses of the arbitrator shall be shared at the rate of fifty percent (50%) for Association and fifty percent (50%) for the Board.
- E. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the Board fail to respond within the time limits specified, the remedy sought shall be granted the Grievant.

ARTICLE XII
VACANCIES, PROMOTIONS, AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for a transfer to a

different class or position shall be made in writing, one (1) copy of which shall be filed with the administrator/School Board. The application shall set forth the reasons for grade or position sought and the applicant's academic qualifications. Such request shall be renewed once each year to assure active consideration by the Board.

- B. The teachers recognize that when vacancies or new positions occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such vacancy may be filled on a temporary or tentative basis until the end of the normal school year. The position will be posted for five (5) school days.
- C. When vacancies or new positions occur during the summer recess, the administrator shall send a copy of the notice to the teachers. The permanent assignment of a teacher to the open position shall not be made until the expiration of a ten- (10) day waiting period.
- D. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The administrator shall notify the teacher of the reasons for such transfer. If this teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.
- E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.
- F. Any new position that is created must be posted in the same manner as any vacancy.

ARTICLE XIII
AGENCY SHOP

- A. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall pay a service fee to the Association in an amount equivalent to the dues required to be paid by members of the Powell Township Education Association, excluding NEA, MEA, and PTEA Political Action

Committee fees.

- B. Hold Harmless Clause: The Association shall hold the Board harmless regarding collection of the service fee.

ARTICLE XIV
NEGOTIATION PROCEDURES

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either party or both of the parties at the time they negotiated or signed this agreement.
- B. Not later than May 1 of the calendar year in which this Agreement expires the Association and the Board agree to begin negotiations of a successor Agreement.
- C. In any negotiation described in this Article it is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association. Both parties mutually pledge that representatives selected by each party 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.

ARTICLE XV
MISCELLANEOUS

- A. **Tuition Reimbursement** - The Board may pay up to one-half (1/2) of the tuition upon successful completion of course work for courses in an accredited program of study (approved by the Superintendent), up to a maximum of \$100 per credit hour. In order to be reimbursed, a teacher must provide the administration with (1) proof of payment for the class/classes and (2) proof of successful completion of class/classes. The Board will not provide any payment for which a teacher has received a full scholarship or other payment of tuition, but will pay one-half (1/2) of teacher out-of-pocket cost of tuition up to maximum of \$100 per credit hour.
- B. **Credit for Experience** - The School District **may** allow up to five (5) years of outside experience (Michigan certification or equivalent) when determining the salary of an experienced teacher who comes to the system from another district.

- C. **Retirement** - The School District will be responsible for the payment of retirement charges as required by law.
- D. **Mileage** - Employees using their own automobile to conduct school business with the prior approval of the Superintendent or designee will be reimbursed at the current IRS rate.
- E. **Flexible Benefit Language** – The Board will offer PAK B (vision care, dental care, life, and long term disability) insurance premiums for employees who choose not to take school district insurance coverage.
- F. **Stipends for Professional Development Language** - The Powell Township Board of Education agrees to pay a stipend equal to the substitutes daily pay to teacher(s) approved by the Superintendent to attend professional development workshops, in-service sessions, seminars, etc. that are held on a Saturday, Sunday, or any day school is not in regular session or on a day that is not covered by this Agreement. The Board will not pay this stipend in the event that the Board has agreed to pay the cost of tuition.
- G. **Regular Part-Time Substitute Teacher Salary:**
 - 1. The Powell Township Board of Education defines a Regular Part-Time Substitute Teacher as a teacher who substitutes for a regularly employed teacher at Powell Township School who teaches less than full time [five (5) days per week, one hundred eighty (180) days with students].
 - 2. The Powell Township Board of Education recognizes that under certain conditions it is in the best interest of the students to continue the employment of a substitute teacher for an extended period of time and, therefore, sets the following policy regarding pay for said substitute teacher:
 - (a) A regular part-time substitute teacher will be paid the daily substitute rate set by the Powell Township Board of Education for the period of fifteen (15) days or five (5) consecutive weeks [one-(1) day-a-week positions], whichever comes first.
 - (b) Beginning on the sixteenth (16th) consecutive day of substitute teaching or the sixth (6th) week of the semester, whichever comes

first, the substitute teacher will be paid based on the current contract between the Powell Township Education Association and the Powell Township Board of Education. Salary will be based on the BA level, first (1st) step, or the lowest salary on such pay schedule.

- H. Increased hours mandated by the State of Michigan up and beyond the current hours of employment will be bargained and/or implemented in compliance with state standards.

ARTICLE XVI
CONTRACT SIGNATURES

BOARD OF EDUCATION
POWELL TWP. SCHOOL DISTRICT

Date

President

Date

Secretary

Date

Superintendent

POWELL TOWNSHIP EDUCATION
ASSOCIATION/MEA/NEA

Date

MEA 17-A UniServ Director

Date

President

Date

PN Team Chair

This agreement shall be effective as of July 1, 2009 and shall continue in effect until the first day of school for teachers in 2012. The salary schedule and calendar shall be reopened and bargained for the second (2010-2011) and third (2011-2012) year of the three-year agreement.

APPENDIX A

**2009-2010 POWELL TOWNSHIP EA SALARY SCHEDULE
(3.00%)**

3.00% 2009-2010						
YEAR	MULTIPLIER	BA DEGREE	MULTIPLIER	BA+18	MULTIPLIER	MASTERS
1	1	32,678	1.05	34,312	1.12	36,599
2	1.04	33,985	1.10	35,946	1.17	38,233
3	1.08	35,292	1.15	37,580	1.22	39,867
4	1.12	36,599	1.20	39,214	1.27	41,501
5	1.16	37,906	1.25	40,848	1.32	43,135
6	1.20	39,214	1.30	42,481	1.37	44,769
7	1.24	40,521	1.35	44,115	1.42	46,403
8	1.28	41,828	1.40	45,749	1.47	48,037
9	1.32	43,135	1.45	47,383	1.52	49,671
10	1.36	44,442	1.50	49,017	1.57	51,304
11			1.55	50,651	1.62	52,938
12				51,201		53,488
13				51,751		54,038
14				52,301		54,588
15				52,851		55,138
16				53,401		55,688
17				53,951		56,238
18				54,501		56,788
19				55,051		57,338
20				55,601		57,888
21				56,151		58,438
22				56,701		58,988
23				57,251		59,538
24				57,801		60,088
25				58,351		60,638
26				58,901		61,188
27				59,451		61,738
28				60,001		62,288
29				60,551		62,838
30				61,101		63,388
31				61,651		
32				62,201		
33				62,751		
34				63,301		
35				63,851		
36				64,401		

***\$550 per year for each year beyond 11 years.**

APPENDIX B
INSURANCE BENEFITS

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APPENDIX C
2009-2010 POWELL TOWNSHIP SCHOOL CALENDAR

September 2, 2009	Teacher Day (No School for Students)
September 3, 2009	Teacher Day (No School for Students)
September 8, 2009.....	First Day for Students
October 9, 2009	Teacher Professional Development Day (no school for students)
November 6, 2009	Teacher Professional Development Day (no school for students) End of Marking Period—Records.
November 12 & 13	.Teacher Professional Development Days (1/2 day for students)
November 26 & 27	Thanksgiving Holiday (No School)
December 23 through January 3	Christmas Holiday (No School)
January 22, 2010	Teacher Professional Development Day (no school for students) End of Marking Period—Records.
February 12, 2010	.No School
March 26, 2010	Teacher Professional Development Day (no school

	for students) End of Marking Period—Records.
April 2 through April 9..	Easter Break (No School)
May 31, 2010	Memorial Day (No School)
June 10, 2010	Last Day of School – (1/2 day for students)

SCHOOL CALENDAR

A committee will be formed comprised of two (2) representatives for the Powell Township Education Association, the Superintendent, and one (1) Board of Education member from the Powell Township School District. The committee will develop together calendars for the 2010-2011, and 2011-2012 school years meeting the mandated statewide days and hourly requirements.

This agreement shall be effective as of July 1, 2009 and shall continue in effect until the first day of School for teachers in 2012-2013.

APPENDIX D
2009-2012 NEGOTIATIONS ADDENDUM

1. The Powell Township Board of Education will provide increased funding in the amount of \$20,000 each year of the 2009-2012 Teachers’ Association contract to fund the increases in the total compensation costs associated with implementing the contract. The increased total compensation funding will be used to cover increases in insurance costs, salaries and steps, FICA and retirement costs for the teaching staff. (Appendix A)

It is difficult to provide exact amounts for salary increases for the second and third years of the proposed contract considering the total compensation language. We can discuss possible examples, but without knowing what the rates for insurance and retirement will

be, exact numbers are difficult.

A-1 2009-2010

- 3.00% increase on the base
- MESSA Choices II health insurance
Deductible: none, RX: \$5/10
Dental, Vision, LTD, Life, AD&D \$30,000

A-2 2010-2011

- Base increase to be determined
- Increase to total compensation: <\$20,000
- MESSA Choices II health insurance
Deductible: none, RX: \$5/10
Dental, Vision, LTD, Life, AD&D \$30,000

A-3 2011-2012

- Base increase to be determined
- Increase of total compensation: <\$20,000
- MESSA Choices II health insurance
Deductible: none, RX: \$5/10
Dental, Vision, LTD, Life, AD&D \$30,000
- If increases in insurance, FICA, and retirement total more than \$20,000, the increase on the base salary will be 0%, but teachers will not be required to pay any out of pocket dollars.

2. The Board will agree to four (4) combination days for records and professional development. The number of teacher workdays will remain at 182. (Appendix D) A reduction of scheduled days of instruction to 176 is acceptable provided that the required number of hours for student contact time is maintained. (Article VII, Section C)
3. If unanticipated changes occur that decrease the cost of insurance the teacher salary increase will not exceed a 3% base improvement.
4. If members at the top of the salary schedule retire the salaries will be adjusted accordingly in subsequent years.