# MASTER AGREEMENT

Between the

# POTTERVILLE EDUCATION ASSOCIATION, ECEA/MEA/NEA

and the

# POTTERVILLE PUBLIC SCHOOLS POTTERVILLE, MICHIGAN

July 1, 2022- June 30, 2026

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## **PREAMBLE**

This Agreement entered into on July 1, 2022, by and between the Potterville Education Association/Eaton County Education Association, hereinafter called the "Association," affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the Board of Education of Potterville Public Schools, Eaton County, Michigan, hereinafter called the "Board."

# **WITNESSETH**

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

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

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

# **ARTICLE 1: RECOGNITION**

- A. The Board hereby recognizes the Potterville Education Association/Eaton County Education Association, MEA/NEA as the exclusive bargaining representative, as defined in Act 379, P.A. 1965, for all full time and regularly employed part-time certified personnel employed by the Potterville Schools, including certified Alternative Education personnel with no supervisory duties, and personnel assigned to a teaching position and working toward their first certification; but excluding aides, adult and community education personnel, substitute employees, supervisors and all other employees.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.
- C. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association and employed by the Board.
- D. The term "Board" shall include its officers, members and/or agents.
- E. The term "itinerant/related services staff" employee shall refer to those employees within the bargaining unit who are not certificated teachers and whose employment is not regulated by the Teachers' Tenure Act.

# **ARTICLE 2: ASSOCIATION AND TEACHER RIGHTS**

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that all teachers shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations, and other lawful concerted activities for mutual aid and protection. As a duly elected body, exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the

- Association or collective professional negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement.
- B. The school facilities or equipment may be used by the Association members employed by the Board at reasonable times which do not interfere with normal school activities. Such use will be scheduled with the Superintendent or his/her designee. When the facilities or equipment are used by the local teachers, they are responsible for cleanup, repair if caused by negligent use, and cost of materials.
- C. The Association may post notices on the bulletin boards in the teachers' lounges. The interschool mail service may be used by the Association or its individual members.
- D. A telephone or similarly functioning communication system will be available for teacher use in each classroom.
- E. The Board agrees to make available all public information related to the financial matters of the District. Such information may include the year-end audit report, the official budget, agendas and minutes of all Board meetings and membership data, together with any information which may be necessary for the Association to process any grievance. To secure such information the Association President or his/her designee shall make requests in writing, one week in advance.
- F. The Board shall make available in each school, adequate restroom and lavatory facilities for school personnel separate from that of the students except in the Alternative Education building. At least one (1) room shall be reserved for use as a faculty lounge.
- G. Adequate off-street parking facilities shall be provided and identified for employee use during normal school hours.
- H. Upon request, the Association may install and maintain vending machines in the teachers' lounges. The proceeds from all such machines shall be remitted to the Association. All related activity to use of vending machines in teachers work rooms shall be the sole responsibility of the Association.
- I. The Board agrees to consult with the Association on any matters that affect the physical security of employees after the appropriate administrative channels have been followed. Either party may request consultation.
- J. Employees shall not be required to work under hazardous conditions or perform any duties that may endanger physical health or safety.
- K. The provisions of this Agreement shall be applied without regard to race, creed, national origin, sex or marital status as defined by applicable law.
- L. A bargaining unit member, who has not previously attained tenure, under the Michigan Teachers' Tenure Act, MCLA 38.71 et. seq.: MSA 15.1971 who is placed in a position other than a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such non-classroom position.
- M. Prior to September 20th of each school year, the Board agrees to provide the Association with electronic copies of bargaining unit member data that reports years of service, step, and certification.

# **ARTICLE 3: RIGHTS OF THE BOARD**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Revised School Code or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights that ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control its business, its equipment, and its operations.
  - 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
  - 3. Direct the working forces, including the right to hire, promote, discipline, transfer, and determine the size of the work force.
  - 4. Determine the services, supplies, and equipment necessary to continue its operations.
  - 5. Adopt rules and regulations.
  - 6. Determine the qualifications of employees.
  - 7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of office departments, divisions or subdivisions, buildings, or other facilities.
  - 8. Determine the size of the management organizations, its functions, authority, and amount of supervision.
  - 9. Determine the financial policies including all accounting procedures.
  - 10. Determine method(s) of reporting pupil progress to parents.
  - 11. Determine the final selection of textbooks.
  - 12. Determine the courses to be taught.
  - 13. Require a teacher to submit to a physical or mental examination at Board expense by a licensed physician

## **ARTICLE 4: GRIEVANCE PROCEDURE**

#### A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of employees. Both parties agree that the proceedings shall be kept as informal and confidential as may be appropriate.

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

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

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

## C. <u>Hearing Levels</u>

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

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

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

**Level IV**: If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee or if no disposition has been made within the period provided above, within five (5) days the Association may submit the grievance to the Board of Education. Within twenty (20) days after the grievance has been submitted to the Board, the Board shall meet with the Association on the grievance. If mutually agreeable by the Association and the Superintendent, in lieu of a meeting with the Board, a Board committee shall meet with the Association within ten (10) days to hear the grievance. The Board or Board committee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant.

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

American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.

- 1. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
- 2. The arbitrator shall have no power to alter, add to, or subtract from the term of this Agreement nor shall the arbitrator make any decision which requires the commission of an act prohibited by law. The arbitrator's authority shall be limited to deciding whether a specific Article or section of the Agreement has been violated and shall have no power to rule on those matters exempted from the grievance procedure.
- 3. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.
- 4. No decision in any one case shall require a retroactive wage adjustment in any other case except to the extent that grievances are consolidated and treated as one.
- 5. Arbitration hearings will be held within the school district.
- D. Written grievances shall contain the following:
  - 1. It shall be signed by the grievant(s) and/or the Association;
  - 2. It shall be specific;
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  - 4. It shall cite the section or subsections of this contract alleged to have been violated:
  - 5. It shall contain the date of the alleged violation; and
  - 6. It shall specify the relief requested.
- E. Two (2) or more grievances on the same subject may be processed by the Board or its agents as one (1) grievance. When such a situation arises, the Association or its agent shall be notified, and the answer directed to the same person.
- F. A grievance involving alleged safety hazards may be initiated at the Superintendent's level of the grievance procedure.
- G. A grievance may be withdrawn at any level without prejudice or record.
- H. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement may be processed through the Board level of the grievance procedure only.
- I. The Association or its designated agent shall process grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its

- representative at Level One as herein described, and the Superintendent or his/her designated representative to act at Level Two as herein described.
- J. If an individual teacher has a complaint which he desires to discuss with an administrator, he is free to do so without recourse to the grievance procedure. However, no adjustment of any grievance shall be inconsistent with the terms of this Agreement.
- K. The term "days" shall mean days when school is in session except that during the summer months when school is not in session, the term "days" shall mean Monday through Friday excluding holidays.
- L. The time limits as provided in this Article shall be strictly observed but may be extended or shortened upon mutual agreement between the parties.
- M. By mutual agreement, expedited arbitration may be used at Level Four of the grievance procedure. Rules of the American Arbitration Association for expedited labor arbitration shall govern the arbitration proceeding.
- N. All documents, communications, and records accumulated during the course of processing a grievance shall be retained in a separate grievance file and shall not be inserted into the personnel file(s) of any participant(s).
- O. The Board agrees to grant a teacher leave time when the teacher testifies in any arbitration hearing, fact finding, or other administrative hearing. The Association agrees to reimburse the school district the substitute teacher rate or a pro-rated portion thereof for such engaged persons.

# **ARTICLE 5: WORKING CONDITIONS**

#### A. Hours

- 1. All teachers are required to report to their building ten (10) minutes before the building scheduled start time and may leave ten (10) minutes after the dismissal time. On days prior to holidays and vacation periods, the employee's day shall end five (5) minutes after that of the students. Exceptions may be granted by building principals.
- Teachers shall remain on duty for any conference which is pre-arranged with the
  consent of the teacher and pertinent to school or student matters. When there is a
  conflict over the pertinence of said conference, the administration shall make the final
  determination.
- 3. An administrator will make every effort to be present at a parent or student conference when requested by a teacher, this request may be made via email with adequate notice to the administrator.
- 4. Professional development and staff meetings may be scheduled on any one Wednesdays of each month or at another time if mutually agreed upon by the building faculty and the principal, except that the third Wednesday of each month shall be reserved for Association meetings. No more than nine (9) PD / staff meetings will be held between September and May of any school year. Building principals may offer additional staff meetings for information issues but attendance will be voluntary. Professional development and staff meetings shall begin by 3:15 and shall end within one hour of the start time. Employees are required to attend professional development

and staff meetings within the above limits. Part-time regularly employed staff are expected to attend parent- teacher conferences as noted in the school calendar, professional development meetings, staff meetings and in-service meetings. The majority of teaching schedule will determine building assignment.

- 5. Employees shall use the computerized absence reporting system to report an absence and request a substitute as soon as they are aware of a potential absence.
- 6. Teachers in grades 5-12 shall be entitled to a duty-free lunch period of at least thirty (30) minutes. Teachers in grades K-4 shall be entitled to a duty-free lunch period of thirty-five (35) minutes.
- 7. The guidance counselor may be required to perform ten (10) days of summer duties outside of the regular school calendar. He/she shall be compensated at his/her per diem rate of pay. These days shall be scheduled at the discretion of the counselors with the approval of the building principal (typically five (5) days at the end of the school year and five (5) days prior to the next school year).

## B. Calendar

For the period of this Agreement, the school calendar of 185 teacher days and 175 student days shall be as set forth in Appendix III which is attached to and incorporated in this Agreement. There shall be no deviation from or change in the school calendar except by mutual agreement between the Board and the Association or as required by law. In the event of an emergency, the Superintendent may alter days provided the length of the school year is not extended and the calendar is resumed as negotiated.

# C. Assignments and Qualifications

- 1. All itinerant/related services staff shall receive written notice of tentative assignments for the forth coming year by July 15.
- 2. Extra and co-curricular assignments as enumerated in Appendix II shall be with the consent of the teacher.
- 3. The normal daily load for 9-12 classroom teachers shall not exceed five (5) teaching periods, one (1) "Viking Vision" period, and one (1) unassigned preparation period or six (6) teaching periods and one (1) unassigned preparation period if mutually agreed upon. All teachers will be scheduled no less than fifty-five (55) minutes of unassigned preparation time and whenever possible total daily student contact time for any teacher shall not exceed 292 minutes per day. It is understood that "Viking Vision" will not reduce the amount of preparation time otherwise afforded under this section.

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

The majority of teaching schedule will determine building assignment.

A decrease in total student contact time for any teacher that is due to a change in schedule related to the addition of exploratory classes at the 7-8 level shall not result in

a salary decrease for said teacher. Part-time classroom teachers at these levels shall receive preparation time as follows:

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

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

- 4. TK-4 teachers shall receive preparation time in a block of 50-62 minutes per day with exceptions for half days, special events and building emergencies.
  - a. K-4 teachers do not have duty-free recess periods.
  - b. It is the Board's intention to hire TK-4 teachers to teach specials at the elementary school when certified special activity teachers are not available, and it is the Board's intention to maintain these programs to meet state requirements for receiving full State aid payments.
- Teachers who are asked to substitute during their preparation period shall be compensated at the rate of thirty-five dollars \$35.00 per class period. (See Compensatory Time Option in Article 13, K)
  - a. No regularly assigned teacher shall be used as a substitute teacher except in case of emergency. The failure of a substitute to arrive on schedule or the inability to secure a qualified substitute shall be considered an emergency.
  - b. If a teacher substitutes twenty-five (25) minutes or less, he shall be compensated at half (1/2) the substitute rate. If a teacher substitutes more than twenty-five (25) minutes, he shall be compensated at the full substitute rate.
  - c. Except in cases of emergency, teachers will not be required to substitute for another teacher while teaching his/her own class(es). A teacher who is required to do so during an emergency shall be compensated at the substitute rate of (6) above.

- 6. If a substitute teacher cannot be found for an elementary school classroom, the building principal may choose one of the following options:
  - a. A qualified staff member who is not a classroom teacher will serve as the classroom substitute and be compensated at \$40 per day,
  - b. The principal will serve as the classroom substitute,
  - c. The rotation schedule developed mutually by the union and district will be utilized and teachers will be compensated at rate of #6 above, or
  - d. Only if none of the above options is possible, additional students will be assigned to another classroom teacher, at \$2.00 per student per clock hour.
- 7. All classroom teachers shall provide a "sub file," in an established place as designated by the building principal, which contains general plans for a substitute teacher to use. Plans shall be updated periodically and cover a minimum of two (2) days time.
- 8. If by mutual consent a teacher shall teach more than the normal teaching load asset forth in this Article, he shall receive one-sixth (1/6) of h i s / h e r salary for the duration of the additional assignment.
- 9. Part-time regularly employed teachers shall receive one-sixth (1/6) salary for each student contact hour.
- 10. Each employee shall maintain with the building principal and Superintendent his/her current address and telephone number.

## D. Class Size

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

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

Exceptions: Band, Physical Education, and if Developmental Kindergarten is offered (regular Kindergarten maximum is 25) and developmental class maximum is 15 students. Split classes at the elementary shall have a maximum of 3 fewer than the lowest regular limit.

- 1. Every effort will be made to balance class size in self-contained classrooms within each grade level.
- 2. Class size shall not exceed the actual physical facilities available.
- 3. Should the class size be exceeded, the building principal will initiate an appraisal with his/her staff on class size in all similar classrooms in that building and recommend one of the following remedies to the Superintendent:

- a. Provide the teacher with the overload class one-half (1/2) day of an aide's service daily.
- b. Hire an additional classroom teacher.
- c. Compensate the teacher at \$2.00 per student per clock hour. Compensation shall be paid for each scheduled teacher workday that the student is enrolled.
- 4. If the average number of students per classroom in a grade level exceed the numbers listed below within the first ten (10) student days, option 3.b. above shall be implemented.
  - K-2 30 students
  - 3-4 32 students
  - 5-6 35 students
- 5. Special Education: An overload exists when a teacher's case load is over the county maximum for that teacher's certification.
  - a. If a special education teacher's caseload is 1 9 students over the maximum caseload as set by the Eaton RESA, the teacher will be compensated an additional \$500 per semester.
  - b. If a special education teacher's caseload is 10 students or more over the maximum caseload as set by the Eaton RESA, the teacher will be compensated an additional \$750 per semester
  - c. Caseloads will be assessed two weeks after the start of each semester to determine if an overload exists.

# E. Materials and Supplies

- 1. The Board agrees to make available in each school adequate typing and duplicating equipment and to provide maintenance of its equipment.
- 2. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will meet annually, at the request of either party, for the purpose of improving this selection.
- F. The distribution of mainstreamed students in K-6 classes shall be as equitable as possible at each grade level within a building by the fourth Friday of the school year. The exception to this will be classrooms that are voluntarily taught by a regular and a special education teacher as co-teachers.

# **ARTICLE 6: TEACHER PROTECTION**

A. Teachers are expected to comply with rules, regulations and directions adopted by the Board and its agents which are not inconsistent with the provisions of this Agreement, provided that an employee may refuse to carry out an order which threatens his/her physical health or safety.

- B. The Board shall provide Workers' Compensation Insurance as provided by law.
  - 1. Any case of assault or injury suffered by an employee in connection with his employment shall be promptly reported to the Board or its agents.
- C. Complaints directed toward itinerant employees/related services staff may be called to the attention of the employee, but no record of a complaint shall be included in the employee's personnel file unless the employee has been notified.
- D. A bargaining unit member may ask for an Association Representative to be present any time he/she is asked to meet with an Administrator.
- E. All information forming the basis for disciplinary action will be made available to the bargaining unit member and the Association consistent with law.

# **ARTICLE 7: LEAVES OF ABSENCE**

## A. Paid Leaves

 Teachers shall earn a total of six (6) days of sick leave per year, advanced at the beginning of each school year, which shall be cumulative to one hundred sixty-two (162) days. Persons who have one hundred sixty-two (162) sick days shall use the six (6) days first before using their accumulation. Part-time employees shall receive a pro-rated portion of sick leave.

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

- a. The employee may use all or any portion of his/her sick leave to recover from his/her own illness or disability.
- b. The employee may use sick leave for the illness of spouse or children, not to exceed ten (10) days without approval of the Superintendent.
- c. The employee may use sick leave to care for the needs of ill parents, brothers, sisters, grandchildren, parents-in-law, grandparents, or any others for whom they are responsible not to exceed four (4) days without approval of the Superintendent.
- d. The employee may use sick leave for surgery and subsequent convalescence when such is certified by a doctor as an immediate need and for doctor and dental appointments when the health of the individual warrants immediate attention.
- e. The employee may use a maximum of three (3) sick leave days for the death of a spouse, children, parent, brother, sister, or parent-in-law. A maximum of five (5) days may be used when the employee must leave the state. The employee may use the time necessary to attend the funeral service of a person whose relationship to the employee warrants such attendance, not to exceed three (3) full days per school year.
- f. If a member is absent for a portion of the day and their sub coverage is not paid for a planning period, the member shall not be charged for that period.

- 2. The Board shall furnish the employee with an up-to-date written statement on each paystub, setting forth the employee's total accumulated sick leave.
- 3. At the beginning of each school year the employee shall be credited with six (6) days to be used for his/her personal business. Unused days shall be added each year to the employee's accumulated sick leave. Personal business days may be used at the employee's discretion. Personal business leave shall be approved by the principal provided the request is submitted to comply with the following conditions:
  - a. The employee shall provide the principal with at least seventy-two (72) hours advance written notification of personal business leave. Personal business days may be used for emergency situations without the seventy- two (72) hour notification. The employee is expected to notify the principal of the emergency request as soon as possible.
  - b. Personal business leave shall not be used during scheduled parent- teacher conference times, or on professional development days except in a case of emergency as determined by the Superintendent.
  - c. At the discretion of the Superintendent, personal leave request may be canceled when there are more than six (6) such requests for the same day.
  - d. Repeated use of Sick or Personal days that impacts student learning may be addressed by administration with a conversation about the impact on students and staff.
  - e. Personal business days shall be pro-rated accordingly:
    - (1) Employees hired at the beginning of the year shall be credited with six (6) days.
    - (2) Employees hired after the ninth week of the first semester shall be credited with four and a half (4.5) days.
    - (3) Employees hired at the beginning of the second semester shall be credited with three (3) days.
    - (4) Employees hired after the ninth week of the second semester shall be credited with one and a half (1.5) days.
- 4. In the event of an injury or illness compensable under Michigan Worker's Compensation Laws, the District shall pay the difference between the benefit amount the employee is entitled to receive under Workers' Compensation and/or Social Security based upon lost wages and his/her regular salary rate for a period of at least twelve months or until accumulated sick leave is depleted whichever is the greater. The additional payment shall be deducted from the employee's accumulated sick leave at the same ratio the additional payment bears to the total day's compensation until the accumulated sick leave is depleted.

However, in the event of injury or illness compensable under Michigan Worker's Compensation Laws and which is the result of an assault, there shall be no deduction from sick leave for twelve (12) months. However, after twelve (12) months, the employee shall have the option of continuing the payment with a pro- rated deduction

- from accumulated sick leave. The provisions of this paragraph shall not apply where the Board determines that the teacher was not free from fault in incurring the assault.
- 5. If an employee is called for jury duty during school hours or is subpoenaed to testify in any judicial matter that is school-related, the member shall be paid his/ her full salary for such time provided all monies received from the courts up to the normal daily rate shall be remitted to the Board.

# B. Unpaid Leaves

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

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

#### C. General Leave Provisions

- 1. Upon return from an unpaid leave of absence, the employee shall resume all rights and benefits under this Agreement.
- 2. Upon return from a medical or disability leave, the employee shall submit a doctor's statement certifying his/her ability to perform his/her assigned duties.
- 3. The teacher shall notify the Board in writing of his/her intent to return from an unpaid leave of absence ninety (90) calendar days before returning to work.
- 4. Any leave of absence may be extended by the Board for up to one (1) full year. No additional leaves beyond the first extension shall be granted by the Board unless a definite return to work date is stipulated in the second extension request. If an employee is unable to return to work at the end of the second leave extension, the Board shall place said employee on the recall list and Article XI shall prevail.
- 5. In the case of an unpaid leave taken under the Family and Medical Leave Act, FMLA leave will run concurrently to leave granted under this contract.

# **ARTICLE 8: VACANCIES, PROMOTIONS AND TRANSFERS**

# A. <u>Definition of Vacancy</u>

A vacancy shall be defined as an opening in any bargaining unit position within the district, including extra and co-curricular positions and newly created positions.

## B. Vacancies with Bargaining Unit Itinerant/Related Services Staff on Layoff Status

The Board may consider voluntary requests for layoff from itinerant/related services staff but need not accept them. In the event of a vacancy, the Board shall award the vacancy to the most senior applicant.

# C. Posting for Itinerant/Related Services Staff

The Board shall give written notice of a vacancy for all itinerant/related services staff positions to the Association President or designee and provide for appropriate posting on the bulletin board in the teacher's lounges.

# D. Filling Vacancies for Itinerant/Related Services Staff

- 1. An itinerant/related services staff employee may apply for a vacancy by submitting a request with all pertinent information to the Superintendent on a Change of Status Form.
- 2. Consistent with Board policy and the applicable law, seniority shall be considered for itinerant staff/related services positions.

# E. Involuntary Transfers for Itinerant/Related Services Staff

- 1. An involuntary transfer is defined as either:
  - An assignment made after July 15 without the affected itinerant/related services staff consent, or
  - b. A transfer made to another building without the affected itinerant/related services staff consent.
- 2. When involuntary transfers of itinerant/related services staff are necessitated, the problem may be presented by the principal to the affected building staff in an effort to find a volunteer.

# F. Voluntary Transfers of Itinerant/Related Services Staff

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

## G. Extra and Co-Curricular Positions

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

# **ARTICLE 9: REDUCTION AND RECALL OF STAFF**

A. Before an official action on reduction of itinerant/related services staff is taken by the Board, it will give notice of the contemplated action to the Association. As soon as the staff to be laid off are known, a list of the affected staff shall be given to the Association.

- B. In October and May of each year, the Board shall provide the Association with a current teacher seniority list and post same on teacher bulletin boards.
  - 1. The teacher's seniority date shall be the first day worked by contract.
  - 2. In the circumstance of more than one individual having the same seniority dates, a tie will be broken by applying the following criteria in the order listed; higher seniority shall be granted to a member with:
    - a. Contracted teaching experience in another district.
    - b. Substitute teaching experience in Potterville Public Schools.
    - c. Other substitute teaching experience.
    - d. The highest lottery number drawn at central office after discovery of the tie.
  - 3. The seniority list shall include the teacher's hire date, degree, and employment status.
  - 4. Only members of the bargaining unit shall possess and accrue seniority within the bargaining unit.
  - 5. For purposes of this Agreement, seniority shall be defined as the amount of time continuously employed as a member of the bargaining unit.
    - a. Unpaid leaves of absence, except as provided elsewhere, do not accrue seniority.
    - b. Time spent on layoff shall continue to accrue seniority.
  - 6. Certification shall be defined as possessing a valid teaching certificate as recognized by the State of Michigan.
  - 7. For the purpose of this Agreement, qualified shall be defined at the elementary level as those teachers holding elementary certification. At the secondary level (6-12), qualified shall be defined as those teachers holding secondary certification and who possess the appropriate majors and/or minors. In grades 7-8 6-8, "qualified" shall be applied by assigning the teacher in the areas of his/her major and/or minor field of study with either elementary or secondary certification.
- C. Upon recall from lay off, seniority, and all other benefits under this Agreement shall be restored to the employee.
- D. In the event of a necessary reduction in staff, the Board may agree to grant requests for leaves of absence up to one (1) year irrespective of the employee's position on the seniority list. Any employee accepting certified contractual employment in another school district during the period of this leave of absence will no longer be considered an employee of the District.

# ARTICLE 10: SPECIAL STUDENT PROGRAMS AND STUDENT DISCIPLINE

- A. The parties recognize that students having physical, mental, and emotional problems may require special help. Teachers believing they have such students in the classroom may request help from special teachers to meet the needs of the students.
- B. Whenever the classroom teacher or the principal suspect that a student may require special services, they shall confer to determine what steps are appropriate to provide supportive help for the teacher and/or the student up to and through the IEPC process.
- C. No bargaining unit member shall be required to perform any self-care activities or school health services as it pertains to medically fragile students outside of their qualification or certification.
- D. The Board recognizes its responsibility to give support and assistance to employees with respect to maintenance of control and discipline in the classroom.
- E. A teacher may exclude a pupil or a student from another program from a class period when the grossness of the offense, the persistence of the behavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The principal will be provided a written statement of the incident as soon as teaching duties allow.
- F. The Board shall provide legal counsel to any employee assaulted while in the pursuance of his/her work, as provided by the district's insurance policies.
- G. If an employee injury arises out of and in the course of employment for the District, the District shall pay the employee his or her normal compensation for the first seven days following that injury. This shall be in compliance with Article 9. A. 4.
- H. A written statement of current Board policy regarding the use of corporal punishment of students shall be distributed to all employees.

## ARTICLE 11: DISTRICT PROVIDED PROFESSIONAL DEVELOPMENT

- A. The length of each professional development session shall be either one (1) full day or one-hour increments. Full professional development days shall begin at 8:00 and end no later than 3:00 p.m.
- B. District Provided Professional Development (DPPD) days will consist of at least four (4) full days and six (6) one-hour meetings. DPPD will be planned by the district Instructional Leadership Team with input from the Association. Employees who miss PD due to absences, appointments, or coaching, must make up that PD time in a manner acceptable to the building principal.

## ARTICLE 12: EXTERNAL PROFESSIONAL IMPROVEMENT

A. The Board agrees in the value of professional development for approved professional conferences, workshops, and programs. Professional development opportunities shall be reviewed and approved by the Superintendent or designee.

- B. Application forms and expenditure guidelines will be made available at the beginning of each school year through the building principals.
- C. While the teacher attends said conferences, workshops, or programs, he/she will receive his/her regular day's wages.

## **ARTICLE 13: PROFESSIONAL COMPENSATION**

- A. The basic salaries of employees covered by this Agreement are set forth in Appendix I which is attached to and incorporated in this Agreement.
- B. Employees new to the district shall be placed at tier 1A. Additional experience may be granted with approval of the Association President.
- C. Personnel assigned to a teaching position and working toward earning their first teaching certificate, but not yet certified, shall be placed at tier 1A until completion of their certification. Experience credit on the salary schedule will be granted upon completion of certification.
- D. Compensation for extra duty assignments shall be paid as set forth in Appendix II which is attached to and incorporated in this Agreement.
- E. Teachers shall have the option of receiving salary in twenty (20) or twenty-four (24) biweekly pays. Determination for the following pay year must be filed with the payroll department by the last pay of the current pay year.
- F. Paystubs will include the tier and level of an employee's placement.
- G. Employees who perform noon hour supervision shall be compensated at the rate of \$17.50 per period.
- H. A teacher shall notify the Superintendent in writing if the teacher believes completed coursework entitles the teacher to an increase in compensation under the terms of this Agreement. The notification shall take place at least 20 workdays (M- F) except holidays, prior to the beginning of each semester. Official documentation, i.e., transcript or grade report card indicating successful course work completion must be presented to the Superintendent's office for verification before any movement on the pay scale will occur. This documentation must be received no later than six (6) weeks after the beginning of the semester and payment shall be retroactive to the beginning of that semester.
  - In no case shall an employee be moved up the salary schedule for course work commenced after the beginning of each semester, but upon receipt of official documentation and approval, the employee shall be moved at the beginning of the next semester.
- I. Semester credit hours or degrees should be related to individual teaching field in order to receive additional steps (BA+18, BA+30/MA, BA+45/MA+15/Spec.). Any credit hours presently earned, or degrees presently held will be maintained. If in doubt about credit hours being related to individual teaching field, a joint committee consisting of: A) PEA President, B) PEA Building Rep., C) Superintendent, and D) Building Principal will make the final decision.

- J. The affirmative attendance policy shall be as follows. Teachers who use little or no sick leave time during the current school year shall receive the following compensation by June 30th:
  - 1. Zero (0) sick leave days used = \$200.00 or 1 additional personal business day
  - 2. One (1) or less sick leave days used = \$150.00
  - 3. Two (2) or less sick leave days used = \$100.00
  - 4. Three (3) or less sick leave days used = \$50.00
- K. If by mutual consent a teacher shall teach more than the normal teaching load as set forth in Article 5, he shall receive one-sixth (1/6) of h i s / h e r salary for the duration of the additional assignment.
- L. Teachers who substitute during their preparation period shall be compensated at the rate of thirty-five dollars (\$35.00) per class period. (See Article 5 C. 6.)
  - 1. No regularly assigned teacher shall be used as a substitute teacher except in case of emergency. The failure of a substitute to arrive on schedule or the inability to secure a qualified substitute shall be considered an emergency.
  - 2. If a teacher substitutes twenty-five (25) minutes or less, he shall be compensated at half (1/2) the substitute rate. If a teacher substitutes more than twenty-five (25) minutes, he shall be compensated at the full substitute rate.
  - 3. A teacher may volunteer to fill in for a colleague for no compensation.
  - 4. Teachers who substitute during their preparation period shall have the option of accumulating five (5) of these periods per semester and requesting one (1) release day for their effort. Only one (1) day can be taken per semester and only two (2) release days can be taken on any one (1) calendar day by any staff member and must be requested five (5) days in advance. Once five (5) substitute hours are accumulated, the release day can be taken in the immediately following semester, but not in any semester thereafter.
- M. When a bargaining unit member serves as a substitute for an administrator, he/she shall be compensated at his/her normal salary, plus an additional two (2) hours of pay at the extraduty rate of thirty-five dollars \$35.00 per hour.
- N. Upon retiring (under the school employees retirement system) from the District, a teacher who has taught for at least ten (10) years for the Potterville Public Schools shall be compensated for any unused accumulated sick leave at the rate of forty-five dollars (\$45.00) per day.
- O. In situations where teachers perform duties (beyond normal instructional responsibilities) which go beyond the normal workday (excluding those duties for which the teacher is being compensated on the extra-duty schedule or elsewhere by contract), and when such work is requested and approved by the Administration; then the teacher shall receive equal

compensatory time off or be paid thirty-five dollars \$35.00 per hour in lieu of compensatory time. Said time will be taken at times mutually agreeable.

P. Payroll deductions shall be available for current MESSA, MEA Financial Services Annuities and MEA option programs and any other programs mutually agreed upon by the Board and the Association.

# **ARTICLE 14: INSURANCE PROTECTION**

- A. Medical Insurance: The Association shall choose the carrier, plan and plan parameters for the bargaining unit. Employer shall pay the maximum health insurance cap contribution levels as provided by PA 152 of 2011, including the statutory increases to those respective cap amounts. There shall be no sharing of District premium contributions (i.e., no "smoothing") between bargaining unit members.
  - 1. One school year of service will earn an employee 12 months of insurance. Employee paid insurance premium contributions will be divided equally between the number of pays (see Article 13 D) chosen by the employee.
  - 2. Employees selecting insurance coverage who are hired after the beginning of the school year will only be responsible for premium contributions beginning the month when coverage begins.
- B. Ancillary Insurance Coverages

Indemnity Coverage: Accident, Critical Illness, Hospital Indemnity

Negotiated Life: \$1000 w/AD&D

Negotiated Long Term Disability: 66 2/3%

\$3,500 maximum

90 calendar days – modified fill Pre-Existing Condition Waiver - Yes

Freeze on Offsets - Yes

Alcoholism/drug 2-year limitation Mental/nervous 2-year limitation

COLA - No

Vision (Plan Year is June to May): MESSA Vision Preferred

Delta Dental (Plan Year is July to June): Diag & Prev: 100%

Basic Services: 80% (X-Rays)

Major Services: 80% Annual Max: \$1000

Ortho: 80%

Lifetime Max \$800 Riders: 2 cleanings

C. Employees not selecting medical insurance shall receive the listed ancillary insurance benefits plus \$416 each calendar month in cash-in-lieu. The anticipated full amount for each employee opting for cash-in-lieu will be divided equally between the number of pays (see Article 13 D) chosen by the employee. The District and Association shall mutually agree upon a plan to comply with IRS Section 125 requirements.

- D. When spouses are both members of the bargaining unit, one shall be eligible for Medical insurance and the other shall be eligible for ancillary insurance and Cash in Lieu only.
- E. All district paid insurance premiums end August 31 if a bargaining unit member is not to return the following school year.
  - 1. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
  - 2. In instances where the cost of coverage exceeds the amount of the district's portion, the Board shall make provisions for the excess to be payroll deductible.
- F. Part-time employees shall receive a pro-rated portion of fringe benefits.
- G. At the beginning of each school year, and thereafter upon request, the business office shall provide employees information on all insurance programs funded by the Board.
  - 1. Applications and re-enrollment forms will be readily available at the fall staff orientation meeting and thereafter at the business office during normal office hours.
  - 2. Eligible employees shall be responsible to take appropriate forms and return complete applications and/or re-enrollments during the established open enrollment period(s) in order to be eligible for insurance.
  - 3. Upon request, the business office will provide employees with claim forms and reasonable assistance in making proper application and/or re-enrollment for insurance programs.
  - 4. For employees selecting cash in lieu, as required by the ACA, proof of medical insurance must be provided to the district annually before cash in lieu will be paid. Failure to provide proof of medical insurance will result in a monthly loss of cash in lieu benefits until proof is provided. Lost benefits will not be provided retroactively.
- H. All payroll deductions made pursuant to this Article and Board paid option benefits will be transmitted in a timely manner or as required by the carrier or agency.

## **ARTICLE 15: CONTINUITY OF OPERATION**

- A. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- B. Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or other unforeseen conditions (for example but not limited to, heating or water problems, road conditions, contagious health conditions, or other problems that may arise).
  - When schools are closed to all students due to the above conditions, employees shall not be required to report to work. If all students are released early due to any of the above problems, a proportionate number of each building staff will be required to stay while supervision is needed. The ratio of staff members to students in these circumstances will be

one teacher for every 50 students. Teachers required to stay will be compensated with extra duty pay above and beyond time from the normal teacher workday. Each school year, building principals will generate and update a list of staff members who are readily available to fulfill this duty in the event of an emergency. If employees inadvertently report to work when school is closed, they will not be expected to remain at work.

In the event an employee has requested sick or personal business leave when school is closed for the above reasons, he or she shall suffer neither loss of leave time nor loss of salary.

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

- C. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- D. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its personnel in any such consolidated district.
- E. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association members employed by the Board accordingly agree that it will not, during the period of this Agreement, authorize, instigate, cause, encourage, aid, ratify or condone, nor shall any employee take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever (legal, disciplinary) action is deemed necessary by the Board or its representative.

## **ARTICLE 16: NEGOTIATIONS PROCEDURES**

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

- thereby, the parties shall enter into immediate negotiations for the purpose of replacing such Article or Section.
- E. A joint committee of representatives of the Board and the Association shall meet upon the request of either party for the purpose of discussing issues related to the maintenance of this contract.

# **ARTICLE 17: MISCELLANEOUS PROVISIONS**

- A. There shall be four (4) signed copies of the final Agreement. One (1) copy shall be retained by the Board, one (1) by the Superintendent and two (2) by the Association.
- B. Copies of this Agreement shall be published by the Association within sixty (60) days of the reaching tentative agreement. The cost of printing shall be shared equally by the Board and the Association, with the District's contribution not to exceed \$250.00 total. Copies of the Master Agreement between the Eaton County Education Association and the Potterville Board of Education shall be presented to all employees now employed and hereafter employed by the Board.
- C. Probationary and Tenure Contracts as used in hiring new employees, are attached to and incorporated in this Agreement as Appendices IV and V respectively.
- D. Individual employment contracts shall be issued within thirty (30) days of the conclusion of negotiations between the parties, or by September 30, whichever comes later.
- E. This contract shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of the negotiated contract that has been entered into covering the same school year as the said individual teacher contracts cover. The provisions of this contract shall be incorporated into and be considered part of the established policies of the Board.
- F. An emergency financial manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.
- G. Teachers shall be allowed to wear Association t-shirts and buttons as long as it does not cause substantial disruption at school

## **ARTICLE 18: JOB SHARING**

- A. It is agreed between the parties that the Master Contract shall be modified to allow for the employment of bargaining unit members in job sharing positions.
- B. For purposes of this Agreement, job sharing shall be considered a partial leave of absence for full time personnel.
- C. The parties agree that job sharing arrangements shall be restricted to two (2) bargaining unit members sharing one (1) full time position.

- 1. Agreement to share a full-time job assignment shall commit the bargaining unit member(s) for not more than one (1) year and shall expire with the last workday of each school year.
- 2. The bargaining unit member(s) shall have the options of renewing the established jobsharing assignments, creating another job-sharing assignment or returning to a position equivalent to that held previous to the job sharing assignment.
- While involved bargaining unit member(s) may choose the assignment to be shared, it is
  expressly understood that upon dissolution of the shared assignment the more senior
  bargaining unit member shall retain incumbent assignment rights and the junior
  bargaining unit member shall be considered displaced.
- 4. The junior bargaining unit member shall have the right to displace the bargaining unit member with the least district-wide seniority provided he has the necessary certification and qualification.
- 5. Should the junior bargaining unit member not possess the necessary seniority and certification to effect paragraph 4 above, he shall have the option of creating another job-sharing assignment or be subject to layoff.
- D. Job sharing plans shall be worked out with the respective principals. Job sharing requests must be submitted for approval to the principal, Superintendent, and the Association by May 1 each year. The May 1 requirement may be waived when such waiver is to the mutual benefit of the parties. All job-sharing requests may or may not be approved in the full discretion of the Superintendent.
- E. In order to establish a shared job assignment, the involved bargaining unit members shall:
  - 1. Discuss the proposal with the principal.
  - 2. Schedule the work time and designate the responsibility of each for the workload, i.e., 2½ days on, 2½ days off; mornings and afternoons; first semester, second semester, class hours, etc.
  - 3. Provide a brief description of how the assignment responsibilities are to be shared.
  - 4. Provide a brief description of the process to be used in communicating with the immediate supervisor.
  - 5. Secure the approval of the request by the principal and submit the request to the Superintendent and the Association on a change of status form.
- F. Bargaining unit members in a shared job assignment shall substitute in the other's absence whenever possible, at the standard substitute rate.
- G. Bargaining unit members in a shared job assignment shall accrue seniority and salary schedule credit as if employed full time.

- H. Bargaining unit members in a shared job assignment shall receive the pro-rata share of salary which reflects the fraction of time the position is shared and as in Appendix I of the Master Contract. \*
- I. Sick leave and personal leave shall accrue and be credited as provided in Article IX.
- J. Bargaining unit members in a shared job assignment shall receive fringe benefits on a prorata basis in accordance with Article XVI of the Master Agreement.
- K. Employment in a job-sharing position is subject to the terms and conditions outlined in this Article and the Master Contract negotiated between the Board and the Association.

#### \*NOTE:

- 1. Three (3) days of work each week equals sixty percent (60%) of full salary. a.m. or p.m. working (1/2 day) equals fifty percent (50%) of full salary.
- 2. Salary will be paid over the calendar year (24 pays) for those working each day, but less than full time, or for those working less than five (5) days a week for a full school year.
- 3. Bargaining unit members working the first semester only may have salary paid over the first semester in approximately twelve (12) pays or over the calendar year (24 pays).
- 4. Bargaining unit members commencing work the second semester may be paid over the second semester in approximately twelve (12) pays or paid through the summer months

## **ARTICLE 19: CONTINUOUS IMPROVEMENT PLANS**

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

# **ARTICLE 20: DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2022, and shall continue in effect until June 30, 2026. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

POTTERVILLE EDUCATION ASSOCIATION	ON, MEA/NEA
BY:President	BY:Chairman, Negotiations Committee
POTTERVILLE BOARD OF EDUCATION	
BY:Superintendent	BY: President of the Board

# APPENDIX I - 2022-2023 SALARY SCHEDULE

Tier	Level	BA	BA18	BA30/MA	BA45/MA15
_	А				
1	В	40973	42602	44230	46489
	С				
	Α	45.400	47007	40005	50054
2	В	45439	47067	48695	50954
	С				
2	Α	40004	E4E20	52460	55440
3	В	49904	51532	53160	55419
	С				
4	Α	54000	50050	57700	00440
4	В	54369	56050	57730	60112
	С				
5	А	59020	60725	62511	65127
5	В	58939	60725	02311	65137
	С				
6	А	63404	65400	67396	70472

A hiring bonus of \$1000 will be paid to hires new to Potterville and a completion bonus of \$2,000 will be paid to new hires at the end of the 2022-2023 school year.

# APPENDIX I - 2023-2024 SALARY SCHEDULE

Tier	Level	BA	BA18	BA30/MA	BA45/MA15
_	Α				
1	В	42022	43880	45557	47884
	С				
_	Α				
2	В	46802	48479	50156	52483
	С				
_	Α				
3	В	51401	53078	54755	57082
	С				
_	Α				
4	В	56000	57732	59462	61915
	С				
_	Α			0.1000	0=004
5	В	60707	62547	64386	67901
	С				
6	Α	65306	67362	69418	72586

# APPENDIX I – 2024-2025 SALARY SCHEDULE (salary if enrollment is over 740)

Tier	Level	BA	BA18	BA30/MA	BA45/MA15
_	А	10000 (10000)	11000 (17100)	46017	4000= (40004)
1	В	42628 (43283)	44323 (45196)	(46924)	48367 (49321)
	С				
	Α	47075 (40000)	40000 (40000)	50662	50040 (54057)
2	В	47275 (48206)	48969 (49933)	(51661)	53013 (54057)
	С				
	Α	54000 (50040)	50044 (54070)	55308	57050 (50704)
3	В	51920 (52943)	53614 (54670)	(56398)	57658 (58794)
	С				
	Α	50500 (57000)	50044 (50404)	60062	00544 (00770)
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6	Α	65966 (67265)	68042 (69383)	70119	73319 (74764)

# One (1) % for Specialist

All teachers, regardless of FTE, who complete one (1) school year of at least ninety (90) days, will be given one (1) year professional level experience credit on the salary schedule. Exceptions may be made with the mutual agreement of the Superintendent and Association.

Salary schedules for the 2025-2026 school year shall be negotiated through a reopener commencing March of 2025.

# **APPENDIX 2: EXTRA DUTY ASSIGNMENTS**

To be re-evaluated by committee according to LOA signed June 2, 2022.

Schedule B base pay of \$30,381 shall be used to calculate the following percentages for base pay. District employed teachers who accept Schedule B assignments that have a stipend amount above \$1000.00 for a single assignment may elect the option of having the stipend for that activity spread over the payroll schedule s/he has elected (20 or 24 pays) for the school year. Such district employed teachers may elect to have a lump sum payment for their activity at the conclusion of that seasonally scheduled activity. Assignments that pay under \$1000.00 will only be paid in one lump sum payment on the first payroll date in June.

It is the employee's responsibility to notify his/her direct supervisor of the payment option selected at the commencement of the activities within the position. If no selection is made, the default option is one lump sum payment after the final teacher workday of each school year.

	<b>BASE PAY</b>
Head Football	8.5%
Boys' Head Basketball	8.5%
Girls' Head Basketball	8.5%
Cross Country	8.5%
Boys' Head Baseball	8.5%
Girl's Head Softball	8.5%
Boys' Track	8.5%
Girls' Track	8.5%
Girls' Head Volleyball	8.5%
Fall Cheer	4.0%
Winter Cheer	4.0%
Weight Coach	8.5%
Assistant Football (3)	7.5%
Boy's Assistant Basketball	7.5%
Girl's Assistant Basketball	7.5%
Boys' JV Baseball	7.5%
Girls' JV Softball	7.5%
Girls' Assistant Volleyball	7.5%
7- 8 Track (Boys' & Girls, 2 Gr.) *	7.0%
Assistant Boys' & Girls' Track	7.5%
Fall JV Cheer	3.0%
Winter JV Cheer	3.0%
Freshman Boys' Basketball	7.0%
Freshman Girls' Basketball	7.0%
Boys' Assistant Basketball	7.0%
Girls' Assistant Softball	7.0%
Freshman Volleyball	7.0%

Boys' 7 - 8 Basketball	
(1 for each 7th & 8th grades)	4.0%
Girls' 7 - 8 Basketball	
(1 for each 7th & 8th grades)	4.0%
7 - 8 Volleyball (2 Teams)	4.0%
7 - 8 Wrestling (2 Gr.)	4.0%
7 - 8 Cheer	4.0%

<sup>\*</sup> Hire an additional coach if more than 30 students.

Band Director	8.5%
Elementary Music	1.0%
Vocal	2.0%
All School Play (1 Director)	
Honor Society Advisor	2.5%
High School Student Council Advisor	2.0%

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

Senior Class Advisor (Max. 2)	2.0%
Junior Class Advisor (Max. 2)	2.0%
Sophomore Class Advisor Freshmen Class Advisor	2.0% 2.0%

(If one person is hired for a class advisor, he/she shall receive an additional .4% of Step 0, BA salary.)

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# APPENDIX 3: 2022-2023 / 2023-2024 / 2024-2025 CALENDARS

185 Teacher Days

175 Student Days



# Potterville Public Schools 2022-2023 Academic Calendar

#### August

August '22						
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August 17 - Staff PD Day August 18 - Staff PD Day

August 18 - Open House/Freshman Orientation

August 22 - First Day of School

#### September

September 2-5 - No School - Labor Day Break September 12 - No School - Staff PD Day

# October

October 4-5 - Evening Conferences

October 6 - 1/2 Day - Afternoon Conferences

October 7 - No School

October 17 - No School - Staff PD Day

October 28 - End of 1st MP

#### November

November 14 - No School - Staff PD Day November 23-25 - No School - Thankegiving Breek

#### December

December 19-30 - No School - Holiday Break

# January

January 16 - No School - Staff PO Day January 19 - 1/2 Day of School (AM Only)

January 20 - 1/2 Day of School (AM Only)

January 20 - End of 2nd MP

#### February

February 15 - Evening Conferences (Elementary Only) February 17-20 - No School - Winter Break

February 21 - No School - Staff PD Day

# March

March 1 - Evening Conferences (Secondary Only)

March 2 - Evening Conferences

March 3 - No School

March 24 - End of 3rd MP

March 27-31 - No School - Spring Break

#### April

April 12 - PSAT/SAT (All Staff and Students taking PSAT/SAT report)

April 24 - No School - Staff PD Day

#### May

May 25 - Graduation

May 26-29 - No School - Memortal Day Break

#### June

June 6 - 1/2 Day of School (AM Only)

June 7 - 1/2 Day of School (AM Only) - Students Last Day

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SCHOOL TIME
Full Day: 8:00 a.m. - 2:43 p.m.
Half Day: 8:00 a.m. - 11:00 a.m.
\*Evening Conferences times are T80.
Afternoon Conferences are T80
\* Staff PD Day - Staff Professional
Development Day
\* MP- Marking Period



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# Potterville Public Schools 2023-2024 Academic Calendar

#### August

August 16 - Staff PD Day August 17 - Staff PD Day

August 17 - Open House/Freshman Orientation

August 21 - First Day of School

#### September

September 1-4 - No School - Labor Day Break September 11 - No School - Staff PD Day

#### October

October 3-4 - Evening Conferences

October 5 - 1/2 Day - Afternoon Conferences

October 6 - No School

October 16 - No School - Staff PD Day

October 27 - End of 1st MP

#### November

November 13 - No School - Staff PD Day November 22-24 - No School - Thanksgiving Break

#### December

December 25-29 - No School - Holiday Break

#### January

January 1-6 - No School - Holiday Break

January 15 - No School - Staff PD Day

January 18 - 1/2 Day of School (AM Only)

January 19 - 1/2 Day of School (AM Only)

January 19 - End of 2nd MP

#### February

February 14 - Evening Conferences (Elementary Only)

February 16-19 - No School - Winter Break

February 20 - No School - Staff PD Day

February 28 - Evening Conferences (Secondary Only)

February 29 - Evening Conferences

# March

March 1 - No School

March 22 - End of 3rd MP

March 25-29 - No School - Spring Break

#### April

April 10 - Tenative PSAT/SAT (All Staff and Students taking PSAT/SAT report)

April 22 - No School - Staff PD Day

#### May

May 23 - Graduation

May 24-27 - No School - Memorial Day Break

#### June

June 4 - 1/2 Day of School (AM Only)

June 5 - 1/2 Day of School (AM Only) - Students' Last

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SCHOOL TIME
Full Day: 8:00 a.m. - 2:43 p.m.
Half Day: 8:00 a.m. - 11:00 a.m.
\*Evening Conferences are 5pm-8pm.
Afternoon Conferences are 12pm-3pm
\* Staff PD Day - Staff Professional
Development Day
\* MP- Marking Period



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# Potterville Public Schools 2024-2025 Academic Calendar

#### August

August 15 - Staff PD Day

August 15 - Open House/Freshman Orientation

August 16 - Staff PD Day

August 20 - First Day of School

August 30 - No School - Labor Day Break

#### September

September 2 - No School - Labor Day Break September 9 - No School - Staff PD Day

#### October

October 1-2 - Evening Conferences

October 3 - 1/2 Day - Afternoon Conferences

October 4 - No School

October 14 - No School - Staff PD Day

October 25 - End of 1st MP

#### November

November 18 - No School - Staff PD Day November 27-29 - No School - Thanksgiving Break

#### December

December 23-31 - No School - Holiday Break

#### January

January 1-3 - No School - Holiday Break

January 16 - 1/2 Day of School (AM Only)

January 17 - 1/2 Day of School (AM Only)

January 17 - End of 2nd MP

January 20 - No School - Staff PD Day

#### February

February 12 - Evening Conferences (Elementary Only)

February 14-17 - No School - Winter Break

February 18 - No School - Staff PD Day

February 26 - Evening Conferences (Secondary Only)

February 27 - Evening Conferences

February 28 - No School

#### March

March 21 - End of 3rd MP

March 24-28 - No School - Spring Break

#### April

April 9 - Tenative PSAT/SAT (All Staff and Students taking PSAT/SAT report)

April 21 - No School - Staff PD Day

#### May

May 22 - Graduation

May 23-26 - No School - Memorial Day Break

#### June

June 3 - 1/2 Day of School (AM Only)

June 4 - 1/2 Day of School (AM Only) - Students Last Day

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SCHOOL TIME
Full Day: 8:00 a.m. - 2:43 p.m.
Half Day: 8:00 a.m. - 11:00 a.m.
\*Evening Conferences are 5pm-8pm.
Afternoon Conferences are 12pm-3pm
\* Staff PD Day - Staff Professional
Development Day
\* MP- Marking Period



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# Potterville Public Schools 2025-2026 Academic Calendar

#### August

August 14 - Staff PD Day

August 15 - Open House/Freshman Orientation

August 15 - Staff PD Day

August 19 - First Day of School

August 29 - No School - Labor Day Break

#### September

September 1 - No School - Labor Day Break September 8 - No School - Staff PD Day September 30 - Evening Conferences

#### October

October 1 - Evening Conferences

October 2 - 1/2 Day - Afternoon Conferences

October 3 - No School

October 13 - No School - Staff PD Day

October 24 - End of 1st MP

#### November

November 17 - No School - Staff PD Day November 26-28 - No School - Thanksgiving Break

#### December

December 22-31 - No School - Holiday Break

## January

January 1-2 - No School - Holiday Break

January 15 - 1/2 Day of School (AM Only)

January 16 - 1/2 Day of School (AM Only)

January 16 - End of 2nd MP

January 19 - No School - Staff PD Day

#### February

February 11 - Evening Conferences (Elementary Only)

February 13-16 - No School - Winter Break

February 17 - No School - Staff PD Day

February 25 - Evening Conferences (Secondary Only)

February 26 - Evening Conferences

February 27 - No School

#### March

March 27 - End of 3rd MP March 30-31 - No School - Spring Break

#### Ameil

April 1-3 - No School - Spring Break

April 15 - Tentative PSAT/SAT (All Staff and Students

taking PSAT/SAT report)

April 20 - No School - Staff PD Day

#### May

May 21 - Graduation

May 22-25 - No School - Memorial Day Break

#### June

June 4 - 1/2 Day of School (AM Only)

June 5 - 1/2 Day of School (AM Only) - Students Last Day

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SCHOOL TIME
Full Day: 8:00 a.m. - 2:43 p.m.
Half Day: 8:00 a.m. - 11:00 a.m.
"Evening Conferences are 5pm-8pm.
Afternoon Conferences are 12pm-3pm
"Staff PD Day - Staff Professional
Development Day
"MP-Marking Period

# APPENDIX 4: TEACHER'S PROBATIONARY CONTRACT

THIS AGREEMENT MADE THIS	day o	f, 20_	between	Potterville Public
Schools of Eaton County, State of	of Michigan,	hereinafter	called the	school district, and
	_(Hereinafter ca	lled the teach	er).	
WITNESSETH: Said teacher being cell State of Michigan, hereby contracts with for the school year 20 , commencing_contracts to hire said teacher as in here (Act 4, P.A. Extra Sessions, 1937) as a said teacher the sum ofdollars (	n said school d e set forth on a mended, in cor	istrict to teacland endin probationary	h in the elem ga basis as prov	entary/secondary school and said district hereby vided by the Tenure Act school district will pay to
The services of the teacher shall cons teacher is subject to the policies, rules, laws of the State of Michigan, and to a Schools and the Board of Education, a Agreement (heretofore negotiated) by an	and regulations essignment and and to such ter	of the Board transfer at th ms and cond	of Education e discretion of itions as are	and the general school of the Superintendent of specified in the Master
This contract may be terminated by the general reduction in teaching staff made by the financial condition of the Potterville	e necessary, in	the absolute	•	•
For the Board of Education				
		SUMMARY	OF SALARY	
Member	-			
		Base Salary	\$	-
		Extra duties	- Not under T	enure
Member	_			
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Member	-			
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Member	-			
Superintendent of Schools	_	Signature of	Teacher	

# **APPENDIX 5: TEACHER'S CONTINUING CONTRACT**

THIS CONTINUING CONTRACT made the Potterville of Eaton County, State	of Michigan		er called	oard of Education of the Board) and
WITNESSETH: That said teacher being State and having met the requirements of Acts of the State of Michigan (extra sestenure, hereby contracts with said Board 20 _, and said Board hereby contracts the full force and effect as provided in the posaid teacher resigns, elects to retire, or in Teachers Tenure Act.	f the Michigan Tession) for the year for the school year o hire the said test licies and the rule	eachers Tenuin 1937 as de ar ofda acher_es and regula	re Act being A efined in said ys commencir _such appoint tions of said I	Act IV of the Public Act for continuing theday of tment to continue in Board and until the
For and in consideration of such service for said teacher the sum ofdollars (\$				
Said teacher annually, so long as employ the salary for the ensuing school year to said Board.				
This contract shall be subject to all writter effect) both of which are herein incorporate	•	nd the terms	of the Master	Agreement (now i
Said teacher shall be subject to assign Schools, or the said Board, except as the of said teacher shall consist of teaching i Board and shall not be required to perform	same may be mo	odified by the ools of the so	Master Agree chool district a	ement. The service administered by sai
This contract may be terminated by the Bogeneral reduction in teaching staff made by the financial condition of the Potterville	necessary, in the	•	•	•
IN WITNESS WHEREOF the parties here above written.	to have respectfu	lly set their ha	ands and seal	ls the date and yea
	SU	JMMARY OF	SALARY	
Member	Ва	se Salary \$		<u> </u>
Member	Ex	ktra duties - N	ot under Tenu	ıre
			<b>5</b>	
Member	_		\$	
Member				
			\$ \$	
		i Otai	ν	<del></del>

Signature of Teacher

Superintendent of Schools

# APPENDIX 6: GRIEVANCE REPORT FORM

# DISTRIBUTION OF FORM

POTTERVILLE PUBLIC SCHOOLS	1. Grievant
Grievance #	Principal/Supervisor     3. Association
School	4. Superintendent
LEVEL II	
A. Date cause of grievance occurred:	
B 1. Statement of Violation: (Within 5	working days of oral response from principal):
2. List sections of subsections of co	ontract violated:
3. Relief Sought:	
Date  Receipt acknowledge:	Signature of Grievant and/or Association
Date	Signature of Principal or Supervisor
C. Disposition of Supervisor or Princip written grievance)	al: (Within 5 working days from receipt of
Date  Descript calmouladay	Signature of Principal or Supervisor
Receipt acknowledge:	
Date	Signature of Grievant and/or Association

D. Position of Grievant and/or A	Association: (5 working days to send to Superintendent)
Date	Signature of Principal or Supervisor
LEVEL III	
A. Date received by Superinte	endent or Designee:
B. Date set for Grievant and/odays from receipt of grievance):_	or Association to meet with the Superintendent (within 7 working
C. Disposition of Superintende parties):	ent or Designee (within 5 working days after meeting between
Date	Signature of Superintendent or Designee
Receipt acknowledge:	
Date	Signature of Grievant and/or Association
	Association (5 working days to send to the Board of Designee):
 Date	Signature of Grievant and/or Association

# **LEVEL IV**

A.	Date received by the Board of Education, Board Committee or Designee:													
B.	Date set for meeting between Board and Grievant and/or Association (within 20 working days for the full Board: within 10 working days for the Board Committee).													
C.	Disposition of Board or Board Committee between the Board and the Grievant a	tee (within 5 working days of the meeting nd/or Association).												
Date		Signature of Board or Designee												
Rece	ipt acknowledge:													
Date		Signature of Grievant and/or Association												
D. I	Position of Grievant and/or Association	(5 working days to agree on arbitrator)												
Date		Signature of Grievant and/or Association												
LEVI	EL V													
A.	Date submitted to Arbitration:													
B.	Date for Arbitration:													
Date		Signature												