

P
.
E
.
A
.

Agreement
between the

Public
Schools of
Petoskey
Petoskey, Michigan
and the
Northern Michigan
Education Association

August 1, 2023
through
July 31, 2024

Agreement between Public Schools of Petoskey & Northern Michigan Education Association
August 1, 2023, through July 31, 2024.

Table of Contents

SECTION I BASIC CONTRACT PROVISIONS	1
Section 1.1 Agreement.....	1
Section 1.2 Preamble	1
Section 1.3 Recognition.....	1
Section 1.4 Duration	2
Section 1.5 Notice to Association.....	2
Section 1.6 School Calendar.....	3
Section 1.7 Professional Grievance Procedure.....	3
Section 1.8 Negotiation Procedures.....	7
SECTION II EMPLOYMENT RELATIONSHIPS	8
Section 2.1 Vacancies, Promotions, and Transfers.....	8
Section 2.2 Teacher Rights	8
Section 2.3 Teaching Loads and Assignments	9
Section 2.4 Seniority.....	10
Section 2.5 Rights of Board.....	11
Section 2.6 Teaching and Learning Councils	11
Section 2.7 Mentor Teachers	12
SECTION III TEACHING CONDITIONS	13
Section 3.1 Protection of Teachers	13
Section 3.2 Teaching Hours.....	14
Section 3.3 Class Size.....	15
Section 3.4 School Equipment and Instructional Materials.....	15
Section 3.5 Least Restrictive Environment and Medically Fragile Students.....	16
SECTION IV LEAVES OF ABSENCE	17
Section 4.1 Sick Leave.....	17
Section 4.2 Personal Business Leave.....	18

Section 4.3 Other Paid Leave.....	19
Section 4.4 Unpaid Leaves	20
Section 4.5 Association Days	21
SECTION V COMPENSATION & BENEFITS	21
Section 5.1 Insurance Protection.....	21
Section 5.2 Salary Schedule A.....	26
Section 5.3 Professional Compensation.....	27
Section 5.4 Percentage Paid for Extra Duties	30
Section 5.5 403(b) Plans	33
SECTION VI MISCELLANEOUS.....	33
Section 6.1 School Improvement Plan.....	33
Section 6.2 Miscellaneous Provisions.....	33
APPENDIX A Staff Acceptable Use Policy	35
APPENDIX B Calendar	38
APPENDIX C Grievance Report Form.....	40

**SECTION I
BASIC CONTRACT PROVISIONS**

Section 1.1 Agreement

This Agreement entered into this first day of August 2023, by and between the Board of Education of the Public Schools of Petoskey, Michigan, (the “Board”) and the Northern Michigan Education Association, MEA/NEA, of Petoskey, (the “Association”).

Section 1.2 Preamble

The Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, as amended, to bargain with the Association as the representative of its teaching personnel as to hours, wages, terms, and conditions of employment.

The parties, following extended and deliberate professional negotiations, have reached certain understandings.

In consideration of the following mutual covenants, the parties agree as follows:

Section 1.3 Recognition

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all teachers, including personnel on tenure or probation, classroom teachers, guidance counselors, librarians, school psychologists, social workers, speech and hearing therapists, teachers of the homebound or hospitalized, but excluding substitute teachers, supervisory and executive personnel, including the athletic director and all other employees not specifically included within the bargaining unit. Individuals who are employed in extra duty positions, such as coaching positions, but who are not otherwise employed in positions covered by this Agreement, shall not be members of the bargaining unit. The term “teacher”, when used in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined. The term “Board” shall include its officers, members, and delegated agents.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. Nothing in this Agreement shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws. The rights granted to teachers under this Agreement shall be deemed to be in addition to or equal to those provided elsewhere by Michigan Law.
- D. The recognition clause in Section 1.3.A. has the sole purpose of identifying the employees or positions, which are included and excluded from the bargaining unit represented by the Association.

Section 1.4 Duration

This Agreement shall become effective at 12:01 a.m. August 1, 2023, and shall remain in full force through July 31, 2024.

Northern Michigan Education Association

By: [Signature]
President, NMEA

By: [Signature]
Staff Liaison, NMEA

By: [Signature]
Chief Spokesperson

By: [Signature]
Negotiating Committee Member

By: [Signature]
Negotiating Committee Member

By: [Signature]
Negotiating Committee Member

By: _____
Negotiation Committee Member

Petoskey Board of Education

By: [Signature]
Board President

By: [Signature]
Board Secretary

Dated this 17th day of August 2023.

Section 1.5 Notice to Association

- A. The Board shall provide annually to the Association a list of teachers employed or to be employed by the Board, along with the full-or part-time status of each teacher and their salary schedule status. The Board shall provide notice of this same information for any additions or deletions that occur during the year.

The Association will defend, indemnify, and hold harmless the Public Schools of Petoskey, its Board of Education, individual school board members, past and present, administrative employees and agents, past and present, against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including but not limited to back pay damages and all court or administrative costs, including unemployment compensation costs, that may arise from or by reason of any action taken by the Board or its agents to comply with this Article. Any payment of any demand arising under this Article shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay any monies arising from any claims or demands that are made due to this Article. The Association has the right to select counsel, if necessary, for any defense necessary under this Article and shall have the sole discretion about the settlement of any claims for which the Association may be responsible.

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

Section 1.6 School Calendar

The Association will comply with the State of Michigan's legal requirements for Professional Development. No later than March 1, a committee to include Board and Association representatives will be convened to collaboratively determine the Professional Development calendar for the following school year. The committee's primary goal is to schedule Professional Development activities outside the scheduled school year. Building staff shall be involved in designing professional development activities for their building. 2023-2024 School Calendar attached as Appendix B.

Section 1.7 Professional Grievance Procedure

A. Definitions

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

B. Purpose:

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

C. Basic Principles:

1. Every teacher shall have the right to present grievances in accordance with these procedures.
2. All discussions shall be kept confidential during procedural stages of grievance resolution, unless prohibited by law.
3. No reprisals of any kind shall be taken by or against the party of interest or any participant in the grievance procedures by reason of such participation.
4. An administrator's failure at any level to communicate his/her decision to the teacher within the established time limits, shall permit the teacher to proceed to the next level within the time allowed, had the decision been rendered on time.
5. A teacher's failure to appeal a decision to the next higher level within the established time limits shall constitute acceptance of the last written decision and shall bar future action on the particular grievance.
6. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that the teacher may not be represented by an officer, agent, or other representative of any organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance process after Level One.
7. A grievance may be withdrawn at any level without prejudice.
8. The grievance discussed and the decision rendered at all levels shall be in writing on the established form and shall promptly be transmitted to all parties of interest.
9. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
10. Forms for filing and processing grievances shall be designed by the Administration and the Professional Rights and Responsibilities Committee, shall be prepared by the Administration, and shall be distributed to facilitate the operation of the grievance.
11. All parties shall have access to all available information necessary to the determination and processing of the grievance. Grievance Report Form attached as Appendix C.
12. Notwithstanding this Agreement's expiration, any claim or grievance arising before its

expiration or based on an incident which occurs before its expiration, may be processed through the grievance procedure until resolution.

D. Structures:

1. There shall be one Association Representative (Building Representative) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative, and which shall serve as the Association grievance committee. If any Association Representative or any member of the Professional Rights and Responsibilities Committee is a party in interest to any grievance, that Representative shall be disqualified, and the Association shall name a substitute.
3. The building principal or supervisor shall be the Administrative representative when grievance arises in that building.
4. The Board designates the Superintendent or designee as its administrative representative when the grievance arises in more than one school building.

E. Procedure:

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

1. Level One:

- a. In the interest of maintaining harmonious relations, a teacher with a grievance shall first meet informally with his/her building principal within ten (10) days of the alleged violation, misinterpretation, or misapplication of this Agreement, or his/her knowledge thereof, in an effort to solve the problem. If the teacher's concern is not satisfied within five (5) days of the meeting, he/she may proceed to Step 1.b.
- b. The teacher may submit the grievance in writing on the established form to the teacher's building principal within twenty (20) days of the alleged violation, misinterpretation, or misapplication of this Agreement, or the teacher's related knowledge. The building principal will arrange a conference with the teacher within ten (10) days of the grievance being submitted in writing in an effort to solve the problem. The building principal shall respond to that grievance in writing on the established form within ten (10) days of that conference.

2. Level Two:

- a. If the teacher is not satisfied with the Level One decision, the teacher may file the grievance with the Superintendent. That filing must be in writing on the established form and be within ten (10) days of the receipt of the disposition made at Level One.
- b. Within ten (10) days from receipt of the written grievance on the established form, a hearing will be conducted by the Superintendent or designee. Within ten (10) days after

the meeting, the Superintendent or designee shall render a decision in writing.

3. Level Three:

- a. If the aggrieved person is not satisfied with the decision at Level Two, he/she may refer the grievance in writing on the established form to the Board's Review Committee. That filing must be in writing on the established form and be within ten (10) days of the receipt of the disposition made at Level Two.
- b. Within ten (10) days from receipt of the written referral to the Board, its review Committee shall meet with the aggrieved person(s) and representation from the Association for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days after the meeting is conducted.

4. Level Four:

- a. If the Association is not satisfied with the grievance disposition by the Board's Review Committee or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration by filing a Demand for Arbitration with the American Arbitration Association within ten (10) days after receipt of the decision of the Board Review Committee. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall also govern the arbitration proceeding. Both parties will be bound by the arbitrator's decision and judgment thereon may be entered in any court of competent jurisdiction.
- b. A Demand for Arbitration will be filed no later than fifteen (15) days after the grievance disposition by the Board's Review Committee.
- c. The arbitrator's powers are subject to the following limitations:
 - (1) The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
 - (2) The arbitrator shall have no power to establish salary schedules.
 - (3) The arbitrator shall have no power to change any practices, policies, or rules of the Board or substitute his/her judgment for that of this Board as to the reasonableness of any such policy, practice, rule, or other action taken by the Board.
 - (4) The arbitrator shall have no power to decide any questions, which under this Agreement are within the responsibility of management to decide. In rendering decisions an Arbitrator shall give due regard to the responsibilities of management and shall construe the Agreement that there shall be no interference with such responsibilities, except as specifically limited by this Agreement.
 - (5) The arbitrator shall have no power to interpret State or Federal law.
 - (6) The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.

- (7) If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
 - (8) After the arbitrator is selected, the case may not be withdrawn except by the parties' mutual consent.
 - (9) Not more than one grievance may be considered by the arbitrator at the same time except with the parties' written mutual consent and then only if the grievances are of similar nature.
- d. Within ten (10) days after receipt of the invoice, the fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties.

Section 1.8 Negotiation Procedures

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

SECTION II EMPLOYMENT RELATIONSHIPS

Section 2.1 Vacancies, Promotions, and Transfers

- A. A vacancy is defined as a position without an incumbent because the position is newly created or because the person holding the position has quit, retired, died, or has been discharged and the Board has determined to fill that position.
- B. The Association President and each teacher shall provide the Administration with his/her current mailing address, including summer mailing address as applicable. Any teacher may apply for any vacancy for which he/she is qualified.
- C. If a position is unfilled because the incumbent will be on a leave of absence for up to either a given school year, or for up to twelve (12) calendar months (if the leave begins after the start of a school year), the Board may fill the position with substitute teacher(s) hired by the Board or retained through contracting/subcontracting as permitted by law. If the leave of absence is renewed or extended so that the length of the original leave plus the renewal or extension exceeds one (1) full school year or twelve (12) calendar months, beginning with either the next school year or the thirteenth (13th) calendar month as appropriate, the unfilled position shall be treated as a temporary vacancy.

Section 2.2 Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, as amended (PERA), every teacher of the Public Schools of Petoskey has the right freely to organize, join, and support the Northern Michigan Education Association of Petoskey for the purpose of engaging in collective bargaining for mutual aid and protection. The Board will not discourage, deprive, or coerce any teacher in the enjoyment of any right conferred by PERA or other Michigan law or the Constitutions of Michigan and the United States. The Board will not discriminate against any teacher as to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in activities of the Association, or collective professional bargaining with the Board, or institutions of grievance, complaint, or proceeding under this Agreement or otherwise as to terms or conditions of employment.
- B. Notwithstanding their employment, teachers are entitled to full rights of citizenship. A teacher's religious or political activities or the lack thereof shall not be grounds for any discipline or discrimination as to the professional employment of that teacher. A teacher's private and personal life is not within the appropriate concern or attention of the Board as long as it is consistent with the high standards which the teaching profession has set and does not impair the teacher's ability to function effectively as a teacher in the District.
- C. This Agreement and the wages, hours, terms, and conditions of employment shall, within the parameters of the law, be applied without regard to race, religion, sex, sexual orientation, gender identity or expression, color, national origin, marital status, or age.
- D. A teacher has the right to review the contents of all records, excluding initial references, of the District pertaining to that teacher, originating after initial employment and to have an Association representative of the Association accompany the teacher in such review.

- E. Association members who are employed by the Board have the right to use school facilities at reasonable hours for Association meetings on approval by the principal.
- F. Any formal complaint of a serious nature against a teacher by a parent, student, or other person will be promptly called to the teacher's attention once the investigation has been completed. No such complaint will be included in the teacher's personnel file unless and until the teacher has been informed of the complaint and the identity of the complainant is made known to the teacher. If the material to be placed in the file is illegal or in error, the material will be corrected or expunged from the file, whichever is appropriate. When a teacher is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. For purposes of this section "complainant" shall be defined as a person who will be regarded by the Board as the primary source for the allegation(s) against the teacher.
- G. A bulletin board and daily access to e-mail on a District computer as well as other established media of communication shall be made available to the Association within each building where bargaining unit members report for duty.
- H. The Association shall be permitted to use school equipment including phones, computers, typewriters, mimeograph machines, calculation machines, and audio-visual items, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- I. If a Freedom of Information Act (FOIA) request for information contained in a bargaining unit member's personnel file is received, the Administration shall promptly inform the teacher of the request and shall take the additional ten (10) business days as allowed by FOIA to respond to the request. The intent of this provision is to allow the member sufficient time as allowed by law to protect his/her interests and privacy through legal action of his/her initiation.

Section 2.3 Teaching Loads and Assignments

- A. The regular weekly teaching load in the high school will be no more than twenty-five (25) teaching periods or supervised study periods and five (5) unassigned conference periods. The regular weekly teaching load in the middle school and high school will be no more than thirty (30) hours, not including lunch or passing time, but including five (5) unassigned conference periods (of equal duration to teaching periods).

The regular daily teaching load in the high school and middle school is from 8:15 a.m. to 3:10 p.m. or the equivalent each day with a 1/2-hour lunch period. The regular daily teaching load in the elementary schools is from 8:10 a.m. to 3:05 p.m. or the equivalent each day with a forty (40) minute lunch period.

The above loads, minutes, and/or lunch periods may be adjusted by mutual agreement between the Board and the Association to meet State requirements. The responsibility for supervising students will be shared among teachers on an equitable basis in the building concerned. This responsibility includes supervision of extra-curricular activities, except that teachers are not required to accept positions as high school class advisors unless acceptable applicants are not forthcoming, then the administration may fill the position by appointment on a rotating basis. All teachers shall have a duty-free lunch, the duration of which shall not be less than the lunch

period provided for students in that building.

- B. All teachers shall be given notice of their tentative teaching schedules for the forthcoming year by July 15. Teachers who will be affected by a change in grade assignments in the elementary school grades and by a change in subject assignment in the secondary school grades or midyear transfers will be notified and consulted by their principals before that change.
- C. All elementary teachers shall have at least two hundred twenty-five (225) minutes per week released time to be used for preparation, provided such time may include time when their class is attending essentials classes, including but not limited to technology, art, music, recess, or physical education, but shall not include the time before or after classes begin or end. This does not require the Board to provide these special classes and does not require any special classes that are missed to be made-up for any reason. Such preparation time as provided above shall be in blocks of at least twenty-five (25) minutes duration, except for recess which may be in twenty (20) minute blocks. Any shortage of prep time shall be made up scheduling preparation time coordinated through their building administrator.
- D. If necessary, each elementary principal will consult with teachers to develop a shared recess supervision schedule and to coordinate the school schedule for art, music, physical education, media center, and computer lab. The purpose of this cooperative effort is to enhance the opportunities for planning time, as uniformly as possible and common when practicable. Recess time shall not exceed twenty (20) minutes and must be supervised.
- E. Teachers are not required to make home visits with students or parents as part of their duties. Teachers agreeing to make such visits shall be:
 - 1) authorized by the appropriate administrator; and
 - 2) reimbursed for mileage at the IRS rate.
- F. Under no condition shall a teacher be required to drive a school bus as part of the teacher's regular assignment.

Section 2.4 Seniority

- A. The parties acknowledge, appreciate, and agree that it is within the sole discretion of the Board to reduce, terminate, modify, or suspend any and all educational programs or activities because of student enrollment, financial ability, interest, and/or demands, the existence or merits of which shall be determined by the Board.
- B. Seniority shall be determined by the total length of service with the Petoskey Board of Education beginning with the effective date of the person's most recent employment, not the date on which the Board approved the appointment. For a tie in seniority placement, the administration, the Association, and the teachers involved shall hold a drawing to determine the order of seniority. This drawing shall be conducted by the administration and shall be done openly in a randomized, mutually agreed upon manner, including, but not limited to drawing straws or picking numbers out of a container, with the methodology for determining the winner explained before the drawing occurs.

- C. Seniority shall be maintained when teachers are on approved leave (uniformed service, study, parental, maternity, health, or Association leave).
- D. All seniority is lost when employment is severed by resignation, retirement, discharge. Laid off teachers shall retain all seniority accumulated as of the effective date of layoff but shall not continue to accrue seniority while on layoff status. A laid off teacher shall lose his/her seniority if not recalled with three (3) years from the layoff date.
- E. No later than thirty (30) days after the ratification of this Agreement, and by every October 1st thereafter, the Board shall prepare a seniority list and provide it to the Association.

Section 2.5 Rights of Board

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

Section 2.6 Teaching and Learning Councils

- A. Each building will have a Teaching and Learning Council (TLC) to coordinate school-based efforts to improve curriculum, instruction, assessment, and student achievement. Each building TLC will be made up of volunteer representatives from all parts of the school program such as teachers from various grade levels, special area teachers, special education teachers, media specialists, and any other staff or community representatives deemed appropriate by the council. The building administrator will chair the TLC. All TLC meetings will be open to any staff member who wishes to attend.
- B. The District will have a Teaching and Learning Council (DTLC) to coordinate District-wide efforts to improve curriculum, instruction, assessment, and student achievement. The DTLC will be comprised of volunteer representatives from each building TLC. At a minimum, each building TLC will appoint one (1) administrator and two (2) teachers to serve on the DTLC. Other DTLC members shall include the District Teaching and Learning Director, Technology Director, Special Education Director, Superintendent, and an Association representative selected by the Association. At least one (1) parent/community member will be invited to serve on the DTLC. The District Teaching and Learning Director shall chair the DTLC. All DTLC meetings will be open to any staff member who wishes to attend.

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

Section 2.7 Mentor Teachers

- A. Mentor Teachers shall be provided (for three years) as an advisor/resource person to assist new/novice teachers (less than three years of full-time teaching experience). Teachers hired with three or more years of teaching experience shall have a mentor for at least one year. Additional mentor years beyond the first year shall be at the option of the administration.
 - 1. Mentor teachers shall be tenure teachers.
 - 2. The mentor teacher shall serve on a voluntary basis. Administrators shall make an effort to assign mentors from a related area of expertise, responsibility, or experience.
 - 3. The mentor teacher and probationary teacher may have released time if approved by the principal to observe each other or meet to develop instructional units or assessments.
 - 4. The mentor teacher shall not be expected to act in a supervisory capacity over a probationary teacher. The mentor teacher shall not be required to provide information for use in such administrative functions for the probationary teacher assigned. The function of mentoring is a responsibility independent of the employee's teaching assignment. Complaints against a mentor teacher are subject to Section 2.2.H.
 - 5. The mentor teacher shall assist the probationary teacher in planning with the administration fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher.
 - 6. Mentor teacher positions are not tenured positions and are yearly appointments. If there are no teachers qualified for the job, or if teachers who apply are not qualified for the job, the manner in which the position will be filled is at the Board's sole discretion.
 - 7. Mentors are expected to perform the following duties:
 - A. Spend approximately 45 minutes of planned time with the assigned probationary teacher at least twice a month. This time includes weekly in-person or telephone contacts and, if the teacher is having difficulty, impromptu contacts.
 - B. Document all dates of conferences, personal contacts, and classroom visits with the

assigned teacher in a conference log which is to be provided to the principal at the end of the school year.

C. Suggest current research; provide insight and suggestions for improving instruction in both the probationary teacher's subject area and in classroom management strategies.

D. At least one planned classroom visit conducted during the year.

E. Help the probationary teacher select appropriate in-service days that meet State guidelines (currently fifteen days in a three-year period).

F. Mentor and probationary teachers shall attend required meetings or training sessions, not to exceed four (4) per year.

8. The administrator has the right to assign a new mentor to a probationary teacher if requested by the probationary teacher or if the mentor is not fulfilling the duties of the position.

B. Mentor teachers shall be paid:

1 st Year	\$600
2 nd Year	\$400
3 rd Year	\$200
4 th Year	\$100

SECTION III TEACHING CONDITIONS

Section 3.1 Protection of Teachers

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers as to the maintenance of control and discipline in the classroom. The teacher should meet responsibility for discipline in the classroom and wherever practicable throughout the school. The Board will provide classroom teachers with appropriate supports and services to be in compliance with the student's IEP and the IDEA.

B. A teacher who is a victim of physical assault by a student while performing school duties:

1. shall promptly report that assault to the Superintendent or designee. Upon the teacher's request, the Board will provide legal counsel to advise the teacher of his/her rights and obligations as to the assault and shall render all reasonable non-economic assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

2. may request a meeting to provide input to the building principal about proposed disciplinary consequences or reentry plan, if any, for the student.

For purposes of this section, the term "physical assault" is defined in Revised School Code Section 1311a(12)(b) or its successor.

- C. If a teacher is required to be absent to attend court proceedings or meet with law enforcement or judicial authorities as result of the assault, the teacher shall be provided with paid leave to do so.
- D. Teachers are expected to exercise reasonable care as to the safety of students and property. The Board will provide, without cost to the teacher, public liability coverage through a blanket policy of not less than \$100,000 for each occurrence to protect teachers if sued for not exercising reasonable care.

Section 3.2 Teaching Hours

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

Elementary: Fifteen (15) minutes before the scheduled start of the school day to twenty-five (25) minutes after school closing.

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

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

1. Unless permission is granted by the principal, teachers shall leave school no earlier than outlined in Section 3.2.A.
 2. Since the administration allows students into all District buildings before the start of classes each day (at a time the administration considers appropriate for that building), and since each teacher's time in the building before the scheduled start of the school day for students is work time, teachers may be assigned duties during that time by the administration (e.g., hall supervision or supervision of students considered to be in detention).
- B. The Board recognizes the principle of a standard workweek as outlined in Section 2.3.A., and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within the standard workweek. The Board will not require teachers regularly to work in more than a standard workweek within or outside of any school building; however, a teacher's outside preparation time is not included within the standard workweek. A teacher shall attend all regularly scheduled professional meetings (e.g., building meetings, parent-teacher organization meetings, and other curriculum committee meetings), unless permission not to attend is granted by the building principal. Meetings shall not be scheduled on Election Day. All teachers shall attend and participate in parent-teacher conferences each school year as outlined in the calendar in Appendix B.
 - C. Teachers are not required to report for work on days in which school has been canceled due to inclement weather, fire, epidemic, mechanical breakdown, health conditions, or other similar reasons. On days in which school is canceled while in session (due to inclement weather or other reasons cited above), teachers may leave fifteen (15) minutes after students have boarded their buses. The Board shall not alter the school calendar to make up these days unless required to do so to satisfy any requirement of the State Board of Education, to satisfy any state or federal law or regulation, or to receive full state aid. Snow days will be made up on consecutive

weekdays following the last scheduled school day. Teachers shall work on make-up days without extra compensation.

Section 3.3 Class Size

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and the Board. The teacher's primary duty and responsibility is to teach, and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily used to this end.
- B. Because the student-teacher ratio is an important aspect of an effective educational program, class size should be lowered when practical for a recommended goal of twenty (20) students per kindergarten classroom and twenty-five (25) students per elementary classroom and will try to equalize all classes at a grade level. At the secondary level the recommended goal is thirty-two (32) students per academic class and forty (40) students per music class, study hall, and physical education activity class and an attempt to equalize classes according to class title, as appropriate. Vocational and special education programs will be staffed within the requirements of the Michigan Department of Education. Enrollment in special classrooms, i.e., labs, home economics, art, etc., should be within the parameters for which the room was designed. In establishing class sizes, one of the criteria to be considered is the placement of special education/504 students.
- C. Before the opening of the school year, the building administration will be available to meet with any teacher and/or department head to explore possible alternatives for meeting the goals of Section 3.3.B.

Section 3.4 School Equipment and Instructional Materials

- A. The Board recognizes that appropriate texts, reproducible student materials, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The administration and teachers may confer from time to time for the purpose of improving the selection and use of such educational tools and for the purpose of improving the school curriculum. The administration and teachers are encouraged to confer before submission of requisitions. The administration and Board will confer about the recommendations and if in agreement, will promptly implement the decisions.
- B. The Board will at all times make reasonable efforts to keep the schools reasonably and properly equipped and maintained.
- C. The Board shall have the discretion to authorize aides in the school when the Board believes teachers should be relieved of certain non-professional duties. Aides may handle inventorying of supplies and equipment, duplication of teaching materials, operating audio-visual equipment, collecting monies for milk and lunch, and similar non-professional responsibilities.
- D. The Board shall make available in each school: lunchroom, restroom, and lavatory facilities exclusively for adult use.

- E. Telephone facilities shall be made available to teachers for reasonable use. Personal long-distance calls shall be excluded.
- F. Adequate parking facilities shall be made available to teachers.
- G. The Board will at all times maintain an adequate list of substitute teachers insofar as possible. Teachers shall be informed of the contact method and process to report unavailability for work. Once a teacher has reported unavailability, the administration shall arrange for a substitute teacher. The teacher shall notify the building administrator or designee of the teacher's availability for work before the close of the school day on which the teacher is absent before his/her return.

Section 3.5 Least Restrictive Environment and Medically Fragile Students

- A. The policy of least restrictive environment is legally mandated as well as the extent to which any individual with a disability should participate in regular education programs and services as determined by that student's Individualized Education Program Team (IEPT). General education classroom teachers and appropriate special education teachers, together with the administration, are jointly responsible to implement the IEP and to attend to the educational needs of special education students assigned to the teacher's class. Teachers will cooperate in the delivery of special education and related services as those terms are defined in State and Federal law and regulations.
- B. If delivery of related school health and/or hygiene services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act, those functions shall be performed by a qualified person. Where clean intermittent catheterization, nasal suctioning, tracheotomy care, toileting and similar procedures are necessary to maintain a student in the classroom, appropriate training will be provided to each teacher (before the placement of that student in the teacher's room, when practicable). This training shall include an explanation of procedure(s) for delivery of the school health or hygiene service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures, and the authority for alteration, modification, or termination of the procedures. When such services are necessary, they shall be performed by the school nurse, health care aide, or trained para-professional whenever practicable.
- C. Teachers are not required to handle toileting needs and/or dispense or administer medication to students unless the teacher volunteers to do so and there is a written parental (guardian) request and written instructions from a physician. The teacher shall comply with the instructions of the physician and shall administer medication in the presence of an adult, unless in an emergency that threatens the student's life or health.
- D. On a case-by-case basis, the Superintendent or designee will determine what training and other support should be provided to a teacher who provides instructional or other services to an individual with a disability.
- E. The Board shall provide, at its expense, liability insurance coverage in the amount of one million dollars (\$1,000,000) for each teacher for duties performed pursuant to this section. If

the Board fails to provide that insurance coverage, the teacher shall be indemnified and held harmless by the Board for the performance of such services under the circumstances and conditions set forth in this section.

- F. Teachers are expected to attend Individualized Education Program Team (IEPT) meetings to which they are invited. Those teachers invited to the meeting will be given at least 24 hours' notice of the time of the meeting. Attendance at IEPT meetings held before or after contract hours is encouraged but voluntary. An Administrator or designee will be present at the IEPT meeting(s). When the Administration provides appropriate training to teachers, as determined by the Superintendent or designee, the Administration will consult with the teacher(s) involved about the training schedule.
- G. For the purposes of this article, the term "School Health Services" means any act or function constituting the "Practice of Medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).
- H. To comply with the goal of least restrictive environment for all special education students, the Board will work toward a goal of providing a common preparation period general education and special education teachers assigned to co-teaching classes. Building level administrators will work with the participating teachers to complete a written explanation of expectations and goals for the teaching arrangement.
- I. When a special education/medically fragile student requires special restraints, procedures, or accommodations outside what is reasonably expected within the traditional classroom, general education and special education teachers who provide services to these students shall be provided with all appropriate and necessary training to provide services in compliance with the student's Individualized Education Program.
- J. General education and special education teachers shall be granted release time, when requested by the teacher(s) and approved by the building principal, to plan appropriate delivery techniques and support services to comply with a student's individualized education program.

SECTION IV LEAVES OF ABSENCE

Section 4.1 – Sick Leave

- A. At the beginning of each school year, each full-time teacher will be credited with eleven (11) days of paid leave ("sick leave") for the school year to be used for absences caused by the teacher's illness or disability, including pregnancy-related absences.
 - 1. These sick leave days will be pro-rated for part-time teachers, as well as for teachers who begin employment with the District after the start of the school year.
 - 2. Each teacher may accumulate up to one hundred and eighty (180) sick leave days.
 - 3. A teacher may use paid leave days for an illness in the teacher's immediate family (defined here as parent, spouse, child).

- B. In addition to Family and Medical Leave Act (FMLA) leave, a teacher may use up to thirty (30) paid leave days (sick leave and personal business leave) per pregnancy to care for the teacher’s newborn child(ren). A teacher on FMLA leave shall first use accumulated paid sick leave and personal business leave, which runs concurrently with the unpaid FMLA leave days.
- C. If a teacher requests an extension of sick leave due to unusual circumstances, the Superintendent may require the teacher to submit a written statement from the teacher’s licensed health care provider stating that the teacher is not able to work due to personal illness or disability.
- D. A teacher may donate up to five (5) days of the teacher’s accumulated sick leave days to another teacher facing a personal long-term illness or disability, or the long-term illness, disability, or death of an immediate family member (defined here as parent, spouse, child). A written donation request must be made to the Superintendent and is irrevocable once approved by the Superintendent.

To be eligible to receive donated days, the teacher must have first exhausted all paid sick days and personal business days and must not be receiving any related compensable benefits such as short- or long-term disability payments or worker’s compensation payments. The recipient teacher shall receive no more donated days per school year than needed to qualify for long-term disability payments or worker’s compensation benefits.

- E. For a teacher with ten (10) or more service years with the District, the number of accumulated sick leave days upon retirement from the District or death while employed by the District shall be paid at the rate of fifty dollars (\$50.00) per accumulated sick leave day up to one hundred and eighty (180) days. This payment shall be made to the former employee or the former employee’s estate within thirty (30) days of the employee’s last employment date with the District.
- F. A teacher shall receive the following bonus by the last pay in June for non-use of available paid leave days and personal business leave days:

0 days user per school year	\$800
1 day used per school year	\$700
2 days used per school year	\$600
3 days used per school year	\$300
4 days used per school year	-0-

Section 4.2 – Personal Business Leave

- A. At the beginning of each school year, each full-time teacher will be credited with three (3) personal business days for the school year. Unused personal business days may accumulate up to five (5) days. No more than three (3) personal business days may be used consecutively. At the end of the school year, unused personal business days will be added to the teacher’s accumulated sick leave days in Section 4.1.

1. A teacher seeking to use personal business leave must submit a request on a District-provided form and through the District's absence reporting system at least forty-eight (48) hours in advance of the leave. At the discretion of the teacher's principal, this notice requirement may be waived.
2. District-wide, no more than seven (7) personal business leave days may be granted for any single day; except nine (9) personal business leave days may be granted for November 15.
3. Personal leave day(s) will not be granted for the records' day at the conclusion of the first semester of the school year, or on the day before or after a school holiday, or on the day before or after a vacation period, or on a day before or after other school recess. Any exception to this will require approval by the Superintendent or designee and will only be given for extenuating circumstances.

Section 4.3 – Other Paid Leave

- A. *Bereavement.* A teacher may use up to five (5) paid leave days from the 11-day allocation in Section 4.1.A. for a death in the teacher's immediate family, defined as spouse, parent, legal guardian, aunt, uncle, child, child's spouse, sibling, sibling's spouse, grandparent, grandchild as well as the same members of the spouse's family. A teacher's request for paid bereavement leave beyond the five (5) allocated days must be approved by the Superintendent. If granted, the additional paid bereavement leave will be charged to the teacher's paid sick leave day allowance. Additionally, a teacher may use one (1) paid leave day from the 11-day allocation in Section 4.1.A. per year to attend the funeral of any person of importance to the teacher, other than an immediate family member.
- B. *Jury Service.* A teacher called for jury service will be paid the difference between the amount the teacher receives for the jury service and the teacher's regular wages. Upon conclusion of jury service, the teacher shall promptly report the jury service amount to the District's business office.
- C. *Court/Agency Appearance.* A teacher will be paid the difference between the amount the teacher receives for a witness fee and the teacher's regular wages, except as otherwise provided in this Section, for a court/agency appearance as a witness for the Board in any action related to the teacher's employment with the District or whenever a teacher is subpoenaed to attend any proceeding as a witness. The teacher shall promptly report the witness fee amount to the District's business office. Paid leave does not apply for a teacher subpoenaed to testify on the Association's behalf or against the District in any labor dispute.

Court appearance as a witness for the Association in any action connected with the teacher's employment with the District or the school or for any other reason, regardless of whether subpoenaed. The teacher, however, must reimburse the District for the amount equal to the cost of the substitute to cover the teacher's absence.

If a teacher is subpoenaed as a witness in any non-school related action, the teacher shall be granted a paid leave for the court/agency appearance under the following conditions:

1. If the appearance leave is within the first five (5) days of the school year, the teacher will be paid the difference between the witness fee received and the teacher's regular salary. If the appearance leave is not within the first five (5) days of the school year, the time will be pro-rated between subsections (1), (2), and (3).
 2. If the appearance leave is not within the first five (5) days of the school year but is within the first ten (10) days of the school year, the teacher shall be paid as outlined in subsection (1) but must reimburse the District for the cost of the substitute if a substitute is used. If the appearance leave is not within the first ten (10) days of the school year, that time will be pro-rated between subsections (2) and (3).
 3. If the appearance leave is outside the first ten (10) days of the school year, the teacher shall use personal business leave. If the teacher does not have personal business leave available, the teacher will receive unpaid leave to cover the teacher's obligation as a witness.
- D. *School Business.* With written approval from the Superintendent, a teacher may be absent for visitation at other schools or for attending approved educational conferences without charge to the teacher's sick leave or personal business leave days.
- E. *Civil Office Responsibilities.* With written approval from the Superintendent, a teacher may be absent to fulfill the responsibilities of a civil office or position without charge to the teacher's sick leave or personal business leave days. The teacher, however, must reimburse the District for the amount equal to the cost of the substitute to cover the teacher's absence.

Section 4.4 Unpaid Leaves

- A. A teacher who cannot work due to personal illness or disability and who has exhausted all paid sick leave days and personal business days shall be granted an unpaid leave of absence for the duration of the teacher's illness or disability up to one (1) calendar year. Upon the teacher's written request and Board approval, the unpaid leave may be renewed on an annual basis. If an employee requesting an unpaid leave for a second year is on long-term disability, the Board shall with insurance benefits provided by this Agreement during the unpaid leave.
- B. With the Superintendent's prior written approval, a teacher may take unpaid leave for the following purposes:
1. Study related to the teacher's certification. No less than twelve (12) semester hours of graduate-level course work at an accredited university must be taken and passed successfully during the absence if the teacher is to maintain the right to return to employment with the District.
 2. Study to meet eligibility requirements for certification other than that held by the teacher or for an advanced degree. No less than twelve (12) semester hours of

graduate-level course work at an accredited university must be taken and passed successfully during the absence if the teacher is to maintain the right to return to employment with the District.

3. Study, research, or special teaching assignment with advantage to the District.
4. Teachers who are officers of the Michigan Education Association or the National Education Association or are appointed to either organization's staff, may receive a one (1) year leave for performing the Association duties.
5. Other reasons as deemed appropriate by the Superintendent.

C. *Sabbatical Leave.* After a teacher has been employed at least seven (7) consecutive years with the District, and at the end of each additional period of seven (7) or more consecutive years of employment with the District, the teacher may be granted a sabbatical leave of absence without pay (not to exceed two (2) semesters at one time), upon the Superintendent's written approval for the purposes described in Section 4.4.B.(1)-(3).

During the sabbatical, the teacher is considered to be a Board employee, shall have a contract, but shall not receive any pay or benefits. The teacher may maintain insurance benefits by paying the cost of those insurance programs through the District's Business Office.

D. *Uniformed Services Leave.* To the extent required by law, a leave of absence shall be granted to any teacher for uniformed duty to any branch of the uniformed services of the United States and the teacher shall be credited with benefits the teacher would have received if the teacher had remained in active service to the District; provided, however, that the teacher returns to the District employment before or at the opening of the school year following discharge from uniformed services duty.

Section 4.5 Association Days

The Association shall receive a total of ten (10) days at the beginning of each school year to be allocated amongst its officers and representatives to attend Association meetings, seminars, and workshops. The Association shall provide written notice to the Superintendent not less than twenty-four (24) hours before use of any Association days. Not less than ½ day can be taken at any time. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time upon written request from the District.

SECTION V COMPENSATION & BENEFITS

Section 5.1 Insurance Protection

A. Each teacher shall apply for MESSA PAK Insurance Plan A, Plan B, or Plan C as set forth below. The teacher must comply with all requirements for coverage specified by the District, including those for enrollment, active employment, and receipt of agreement for payroll reduction for health insurance premiums. The Board shall provide either MESSA PAK

Insurance Plan A, Plan B, or Plan C for a full twelve (12) month period for each teacher and his/her eligible dependents. For less than full-time teachers the amount paid by the Board will be pro-rated.

B. MESSA PAK - Plan A or Plan C

1. The Board shall pay 100% of the costs for each full-time teacher and his/her eligible dependents, or a pro-rated amount for less than a full-time teacher and his/her eligible dependents, for the following items:
 - a. Delta Dental 100/80/80 \$2,000 annual max for class I, II, III.
\$3,000 lifetime max for class IV. Two cleanings per year.
 - b. Negotiated Term Life (\$50,000 with AD & D)
 - c. Vision (VSP-3 Gold)
 - d. Long-Term Disability (66-2/3% Plan 1)
\$5,000 maximum
90 calendar days modified fill, freeze on offsets alcohol, drug addictions (2 years)
Mental, nervous (2 years)
2. The Board shall contribute towards a medical benefit plan of the Association's preference for each full-time teacher and his/her eligible dependents. Up to a maximum of two (2) medical benefit plan offerings may be offered to teachers during any single plan year unless additional offerings are mutually agreed on by the Association and Board. For a less than full-time teacher, the amount the Board contributes will be pro-rated based on assignment.
 - a. The Publicly Funded Health Insurance Contribution Act (PFHICA), MCL 15.561 et seq. limits the amount that a public employer may contribute to an employee's medical benefit plan. The medical benefit plan year shall begin on January 1st and end on December 31st. Changes to the medical benefit plan year shall be agreed on by both parties in writing.
 - b. The medical benefit plan chosen by the Association shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and the PFHICA, including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board. The Board is authorized to make any adjustments to this Article as necessary to fully comply with the PPACA and the PFHICA to avoid any penalties, taxes, or other liabilities chargeable to the Board. The Association shall indemnify the Board for any losses if the plan chosen by the Association results in any penalties, taxes, or other liabilities chargeable to the Board.
 1. On an annual basis, before November 1st, the Association shall notify the Board in writing of its chosen medical benefit plan(s) for the upcoming medical benefit plan year. Absent written changes, the Board shall not change the existing medical

benefit plan then in effect. After November 1st, the Board may prepare and distribute all Section 125 Cafeteria Plan Open Enrollment information, including the calculation of the health insurance contributions required by teachers through payroll deduction, based on the Association's choice of medical benefit plan.

2. The Board and the Association may mutually agree to additional changes to the medical benefit plan during other times of the year. Such changes shall be agreed on at least 70 days before the expected change date to give the Board and the insurance carrier sufficient time to implement the change. The Association shall provide all details necessary for Board implementation- and shall transmit the details to the Board with sufficient notice to allow the Board to implement the agreed-on changes.
 3. And on the conditions that: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.
- c. The amount contributed by the Board toward the annual costs or illustrative rate of the medical benefit plan, plus any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts (HSA), flexible spending accounts, or similar accounts used for health care costs during the medical plan benefit year shall not exceed the statutory amount set forth in the PFHICA and annually adjusted in accordance with Section 3 of that Act.
- d. The employee portion of health insurance premium co-pays will be calculated using the following:
1. Single Subscriber: Cost of Single Subscriber medical benefit plan + Employer contributions to HSA and similar accounts + Employer payments for copays and deductibles – Single insurance cap per the PFHICA.
 2. Individual Plus 1: Cost of Individual Plus 1 Subscriber medical benefit plan + Employer contributions to HSA and similar accounts
+ Employer payments for co-pays and deductibles – Individual Plus
1 insurance cap per the PFHICA.
 3. Full Family: Cost of Full Family Subscriber medical benefit plan + Employer contributions to HSA and similar accounts + Employer payments for co-pays and deductibles – Full Family insurance cap per the PFHICA.
- e. If the Association chooses a medical benefit plan that includes teacher contributions into an HSA, the Board and the Association must agree on the deductible amount. If the Board and Association agree with the deductible amount, the Board will contribute an amount equal to 100% of the medical benefit plan's annual deductible into an HSA for each teacher who chooses a plan with frontloaded HSA contributions. This

contribution will be made on the first day the new plan goes into effect, and then every January 1st thereafter.

1. If the insurance cap amount per the PFHICA exceeds the employer-paid costs noted in Article 5.1.B.2.c, the District shall deposit the difference into an HSA for each teacher. The contribution will be made on the first day the new plan goes into effect, and then every month thereafter.
 2. All HSA funds will be deposited into accounts of one (1) bank or other HSA provider as mutually agreed on by the Association and the Board. Once deposited, teachers may move the funds into a HSA of a provider of their choosing.
- f. Any health insurance contributions required by teachers will be automatically deducted from the teacher's pay through payroll deductions, or when payroll deduction does not cover the deduction, paid directly by the teacher. These deductions will be automatically deemed as passing through the Section 125 Cafeteria Plan as pre-tax dollars, unless the teacher indicates otherwise on the appropriate Section 125 Cafeteria plan forms provided by the Board.

If making direct payment, the teacher shall present payment to the Business Office on the 1st of the month before the date at which payment becomes due. A teacher's failure to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right to make payroll deduction for any amounts due from the teacher's wages and shall be held harmless from any liability arising from the deduction.

- g. The parties acknowledge the importance of the employer not exceeding the plan year maximums allowable under the PFHICA. As unforeseen factors may occur during the plan year that could increase or decrease the amount of per teacher and total teacher contributions needed to comply with the PFHICA, the Board may periodically adjust teachers' payroll deductions as necessary to comply with Section 5.1.B.2 and the PFHICA. These adjustments shall be communicated in a timely manner to the teachers, and supporting documentation will be provided to the teacher and/or the Association on request.
1. If additional costs are to be incurred by teachers to comply with Section 5.1.B.2 and the PFHICA, the Board shall communicate these adjustments and make the necessary additional payroll deductions no later than 30 days before the end of the medical plan year.
 2. If a teacher separates from employment, any remaining funds owed to the Board necessary to comply with Section 5.1.B.2 and the PFHICA for that teacher will be deducted from any monies owed to the teacher.

C. MESSA PAK - Plan B

1. The Board shall pay 100% of the costs for each full-time teacher and his/her eligible dependents, or a pro-rated amount for less than a full-time teacher and his/her eligible dependents for the following items:

a. Delta Dental 100/80/80 \$2,000 annual max for class I, II, III.
\$3,000 lifetime max for class IV. Two cleanings per year.

b. Negotiated Term Life (\$50,000 with AD & D)

c. Vision (VSP-3 Gold)

d. Long-Term Disability (66-2/3% Plan 1)

\$5,000 maximum

90 calendar days modified fill, freeze on offsets alcohol, drug addictions (2 years) mental, nervous (2 years)

D. If both spouses are District teachers, only one shall apply for coverage under 5.1.B above.

E. If both spouses are District teachers, the member not applying for coverage under 5.1.B above and any other member not applying for coverage under 5.1.B above, shall receive from the District a cash payment equal to 60% of the single subscriber amount as adjusted annually under the PFHICA, as determined by the State Treasurer and on the conditions that: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act. Members hired before September 1st, 2015, shall receive a cash payment of no less than \$5,857.58. The cash payment received may be applied as follows:

1. Cash added to annual salary,

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

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

4. Purchase of any of MESSA variable options (executed pursuant to a salary reduction agreement).

F. The Board has adopted a flexible benefits plan, which complies with Section 125 of the Internal Revenue Code (Section 125 Cafeteria Plan).

1. The Section 125 Cafeteria Plan shall not be modified without the final approval by both parties to this Agreement.

2. All cost relating to the implementation and administration of benefits under this Plan shall be borne by the Board.

3. Any amounts exceeding the Board subsidy share may be payroll deducted.

G. A laid-off teacher may continue his/her health, dental and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits as stipulated by the

insurance carrier.

Section 5.2 – Salary Schedule

A. 2023-2024

2% added to each Step. Step 0 eliminated.

As eligible, all employees advance two Steps from their 2022-23 placement.

All eligible lane changes will be honored.

STEP	BA	BA+20	MA	MA+15	ED/MA+30
1	47,011	47,871	50,916	51,860	54,033
2	50,213	51,218	54,479	55,486	57,818
3	52,230	53,268	56,656	57,705	60,127
4	54,314	55,401	58,922	60,018	62,537
5	56,483	57,607	61,283	62,414	65,039
6	58,736	59,910	63,726	64,913	67,640
7	61,103	62,312	66,284	67,504	70,345
8	63,540	64,803	68,932	70,211	73,158
9	66,078	67,392	71,689	73,039	76,081
10	68,719	70,084	74,556	75,940	79,128
11	68,719	70,084	74,556	75,940	79,128
12	68,719	70,084	74,556	75,940	79,128
13	68,719	70,084	74,556	75,940	79,128
14	72,513	73,956	78,674	80,120	83,486
15	72,513	73,956	78,674	80,120	83,486
16	72,513	73,956	78,674	80,120	83,486
17	72,513	73,956	78,674	80,120	83,486
18	75,345	76,856	81,742	83,265	86,753
19	75,345	76,856	81,742	83,265	86,753
20	75,345	76,856	81,742	83,265	86,753
21	75,345	76,856	81,742	83,265	86,753
22	76,851	78,394	83,377	84,930	88,488
23	76,851	78,394	83,377	84,930	88,488
24	76,851	78,394	83,377	84,930	88,488
25	76,851	78,394	83,377	84,930	88,488
26	77,620	79,179	84,210	85,780	89,372

After the 2-Step advancement, any employee who remains in a salary schedule plateau (i.e., does not receive a wage increase due to this Step advancement), as well as those currently at Step 26 will receive a \$1,000 off schedule payment.

No deviation to this Salary Schedule will be implemented unless otherwise specified in this Agreement.

- B. Credits for BA+20 and MA+15 must have been earned after receiving a provisional certificate or its equivalent. Further, credits for MA+15 must be graduate credits. Any credits earned before September 1, 1990, toward the MA+15 that were not graduate credit hours are grandfathered in and will be counted in this calculation. Credits earned after September 2000 to advance laterally must be earned from an accredited college or university or its regional counterparts within the United States.
- C. Credit on the salary schedule for prior teaching experience, as determined by the Superintendent in his/her sole discretion, will be allowed for up to ten (10) years at the initial time of employment. In circumstances where other work experience is required for certification or licensure, up to five (5) years of credit will be allowed at the initial time of employment, but the total credit granted for teaching experience plus other work experience required for certification or licensure will not exceed ten (10) years.
- D. Additional remuneration shall be made at 1/6 the rate of the teacher's salary when a teacher is assigned a regular class for the year during his/her preparation period.
- E. Any re-hired teacher with prior teaching experience with the District shall receive full credit for each year of that experience.
- F. Once documentation for additional credits has been provided by the teacher, adjustments required in salary will be made by the District within thirty (30) workdays.
- G. Teachers who work part-time will be prorated accordingly when incrementing them to the next higher step in the salary schedule (i.e., if a teacher works a 50% schedule, then the teacher will only earn half a step for incrementing to the next higher step; likewise a one-third part-time teacher would only earn one-third of a step for incrementing to the next higher step; likewise if a teacher works and is paid for less than a full year, for example if on unpaid leave for two months and teaches eight (8) months, then the teacher receives 8/10ths of a step for incrementing to the next higher step; or, if a teacher comes in late, for example mid-year, then the teacher will receive a proportionate increase based on the number of months worked compared to ten (10) months.
- H. Part-time contracted teachers will receive benefits pro-rated equal to their contract.
- I. All course work must be approved in writing in advance by the Superintendent or designee.
- J. Whenever a teacher is requested by the Administration or designee to substitute for another teacher during the planning period, the teacher who performs the substitution shall be paid thirty-five (\$35.00) per period. A teacher shall not be required to perform such substitution if another teacher volunteers to do it. Whenever possible, such substitution shall be voluntary.

Section 5.3 Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are incorporated into a salary schedule format as presented in Section 5.2. which shall remain in effect during the designated

periods.

- B. The Salary Schedule is based on the regular school calendar in Appendix B and the normal teaching assignment as defined in this Agreement. If it is necessary to reschedule one or more lost days to comply with a decision of the State Board of Education, State laws or regulations, or receive full State School Aid, then teachers will not be paid extra for working the makeup day(s).
- C. The teacher's hourly rate shall be determined in the following manner:

$$\begin{aligned} &\text{Teachers' Annual Contracted Salary} \div \\ &[\text{Teachers' Workdays} \times \text{Teacher Assignment Hours (6)}] \\ &= \text{Hourly Rate} \end{aligned}$$

- D. Teachers involved in voluntary extra duty assignments set forth in Section 5.4 shall be compensated in accordance with this Agreement without deviation.
- E. Teachers required, in the course of their work, to drive personal vehicles from one building to another shall receive a vehicle allowance for mileage at the IRS rate. The same allowance shall be given for use of personal vehicles for approved field trips or other District business.
- F. Early Retirement Incentive: For the duration of this Agreement, a person employed as a teacher in the Public Schools of Petoskey who completes the full school year, is eligible to receive an early retirement incentive under the following conditions:
 - 1. Must be eligible for retirement under the Michigan Public School Employees' Retirement System (MPERS) and must have made previous application to the Michigan Public School Employees' Retirement System.
 - 2. Must have submitted a written notice of his/her retirement from the Public Schools of Petoskey to the Superintendent by March 1, of the year when retiring.
 - 3. Must have been employed by the Public Schools of Petoskey in the Association bargaining unit for a minimum of fourteen (14) years.
 - 4. The financial terms of early retirement incentive will be calculated according to the following:
 - (a) Teachers, who qualify as outlined above, will receive the following additional allowance as a one-time payment upon early retirement. This one-time lump sum allowance or compensation as outlined below is to be based on the difference between a teacher at BA Step 2 salary and the retiring teacher's actual salary at the time of retirement, not including pay for extra duties.

Year of Eligibility Percentage of Salary for
Retirement
Differential Payable

1	50%
2	40%
3	30%
4	20%
5	10%

If a teacher retires during the first year of retirement eligibility, under the conditions set forth in paragraphs 1, 2, and 3 above, the teacher will receive 50% of the difference between a BA Step 2 and the teacher's salary at the time of retirement. (Hypothetically if a teacher was in their first year of eligibility and was at MA plus 15 on Step 18, then the teacher's salary would be \$83,265 using the 2023-2024 salary schedule and the BA Step 2 level would be \$50,213. Therefore, the teacher's one-time lump sum payment would be 50% of the difference between those two, or \$16,526. In further illustration, if a teacher waited until the third year in which he/she was eligible to retire before he/she actually retired, the teacher would receive 30% of the difference between the BA Step 2 and their salary, as a one-time lump sum payment.)

- (b) Teachers should consider eligibility per ORS rules for “summer birthdays”. Under these rules, teachers with a birthday in July, August, or September would be “Year 1” eligible in the months before that birthday. Teachers in the “summer birthday” scenario must apply for this incentive in the spring of the year before reaching their age eligibility.

Example: Teacher A has met all other ORS retirement eligibility requirements except the age requirement. In this example, the age requirement is 55 years old, and Teacher A will turn age 55 on August 15, 2024. Under the ORS “summer birthday” rule, Teacher A is eligible to retire on the last day of school before turning age 55, which in this example is June 8, 2024. Therefore, to qualify for the “Year 1” Early Retirement Incentive, they need to apply before March 1, 2024.

5. If the teacher dies before collecting the benefits under either 4(a) or 4(b) above, the teacher's beneficiary or estate shall receive those benefit(s).
6. The amount of the one-time payment to the eligible retiree, under either 4(a) or 4(b) above will be made by July 15, of the year when retiring.
7. This compensation is in addition to any retirement plan available through MPSERS.
8. Payments under this plan shall be paid directly to the teacher’s 403(b) plan as an Employer Contribution. If the combination of Employer and Employee contributions for the year exceeds IRS limitations, the payment will be paid up to the maximum allowed by July 15th of the current year with the remainder paid no later than January 15th of the following year.
9. The Association will defend, indemnify, and hold the Public Schools of Petoskey and Board harmless from any and all liability, costs, and expenses of whatsoever kind or nature,

including but not limited to attorney fees, arising from any claim based on the early retirement incentive language of this section.

G. Senior Teacher Compensation

For a teacher to be eligible for Senior Teacher compensation, the following conditions must be met:

1. Complete twelve (12) full years of teaching service in the Public Schools of Petoskey. Time on unpaid leave does not count towards the twelve (12) full years.
2. Submit to the Business office a written application for Senior Teacher compensation not later than April 15th of each school year.
3. The teacher must be a full-time employee of the District at the time of application and throughout service as a Senior Teacher.
4. A teacher who satisfies the requirements for Senior Teacher compensation is eligible for an annual payment of \$4,000 per year to be made no later than the second payroll in May.
5. Before acceptance for Senior Teacher compensation, the teacher must agree to perform at least eighty (80) hours per school year for approved Senior Teacher project work in addition to their normal teacher day. The project work and duration will be mutually agreed on by the teacher, the Association, and the Superintendent or designee. This decision is not subject to the grievance process. The teacher shall document hours spent performing project work. Failure to meet the eighty (80) hour minimum will result in a pro-rata payment. This documentation shall be provided to the Business Office no later than May 1 of each school year.

Section 5.4 Percentages Paid for Extra Duties

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

Section 5.4 Academic

Section 5.4 Academic		
<u>Art Shows</u>	<u>Forensics</u>	<u>PLC's</u>
2% High School Producer	6% Head Coach	4% Kindergarten PLC Leader
2% Middle School Producer	3% Assistant Coach	4% First Grade PLC Leader
2% Elem. School Producer #1		4% Second Grade PLC Leader
2% Elem. School Producer #2		4% Third Grade PLC Leader
	<u>High School Department Heads (5 1/2 %)</u>	4% Fourth Grade PLC Leader
	Science	4% Fifth Grade PLC Leader
<u>Advisors</u>	Mathematics	4% Elementary Essentials PLC Leader
2% Senior Class Advisor	Social Studies	4% Elementary Special Ed. PLC Leader
2% Junior Class Advisor	Language Arts	4% PMS ELA PLC Leader
2% Sophomore Class Advisor	Physical Education, Fine Arts,	4% PMS Electives PLC Leader
2% Freshman Class Advisor	Visual Arts and Health	4% PMS Math PLC Leader
2% BPA	Counseling and Intervention Programs	4% PMS Science PLC Leader
2% DECA	Vocational Education	4% PMS Social Studies PLC Leader
2% FFA	Special Education	4% PMS Special Education PLC Leader
2% HOSA		
2% Model UN		
2% National Honor Society	<u>On-Line Teacher of Record /</u>	<u>Robotics</u>
2% PHS Mites #1	<u>Summer School / Lunch Supervision</u>	5% High School Coach
2% PHS Mites #2	<u>(Association Member Only) \$35.00 per hour</u>	4% Middle School Coach
2% PHS Mites #3		
2% PHS Youth in Government		
2% Quiz Bowl	<u>Plays</u>	<u>School Paper</u>
2% Skills USA #1	5% Director HS Fall Play	3% High School Advisor
2% Skills USA #2	4% Assistant Director HS Fall Play	
2% Skills USA #3	(or 2% Designer and 2% Light Technician)	
2% PMS Builders' Club	5% Director HS Spring Play	<u>Student Council</u>
2% PMS Mites	4% Assistant Director HS Spring Play	5% High School Advisor
2% PMS Youth in Government	(or 2% Designer and 2% Light Technician)	2% Middle School Advisor
	3% Music Director HS Spring Play	1% Central School Advisor
	5% Middle School Play Director	1% Lincoln School Advisor
	4% Middle School Assistant Play Director	1% Ottawa School Advisor
<u>Band-Choir</u>	3% Middle School Play Music Director	1% Sheridan School Advisor
8% Director of Bands	5% Director Elementary Play	
8% Assistant Band Director #1	4% Assistant Director Elementary Play	
8% Assistant Band Director #2	(or 2% Designer and 2% Light Technician)	<u>Yearbook</u>
10% Choir Director	3% Music Director Elementary Play	6% High School Advisor
3% Color/Winter Guard		3% Middle School Advisor
5% Steel Band Director		
2% Assistant Steel Band Director	<u>School Trips</u>	
2% Jazz Band Director	4% Middle School DC Trip Coordinator	
	4% High School France Trip Coordinator, only in the school year for which the trip is taken	
<u>Enrichment</u>		
3% Elementary Enrichment Choir (1)		
2% Math Counts Coordinator		

Section 5.4 Athletics

<u>Baseball</u>	<u>Football (Continued)</u>	<u>Softball</u>
8% Varsity Head Coach	7% J.V. Head Coach	8% Varsity Head Coach
5% Varsity Assistant Coach	5% J.V. Assistant Coach	5% Varsity Assistant Coach
5% J.V. Coach	7% 9th Head Coach	5% J.V. Coach
4 1/2 % 9th/JV B-Team Coach	5% 9th Asst. Coach	
	4% 8th Coach #1	<u>Tennis</u>
<u>Basketball</u>	4% 8th Coach #2	8% Varsity Head Coach - Boys
11% Varsity Head Coach - Boys	4% 7th Coach #1	8% Varsity Head Coach - Girls
11% Varsity Head Coach - Girls	4% 7th Coach #2	5% J.V. Coach - Boys
7% Varsity Assistant Coach - Boys		5% J.V. Coach - Girls
7% Varsity Assistant Coach - Girls	<u>Golf</u>	
7% J.V. Coach - Boys	8% Varsity Head Coach - Boys	<u>Track</u>
7% J.V. Coach - Girls	8% Varsity Head Coach - Girls	8% Head Coach - Boys
7% Freshman Coach - Boys	5% J.V. Coach - Boys	8% Head Coach - Girls
7% Freshman Coach - Girls	5% J.V. Coach - Girls	5% Assistant Coach - Boys
5% 8th Grade Coach - Boys		5% Assistant Coach - Girls
5% 8th Grade Coach - Girls	<u>Hockey</u>	4% Middle School Track Coordinator
5% 7th Grade Coach - Boys	11% Varsity Head Coach	4% 6th Grade Coach
		3% 6 th Grade Assistant Coach
5% 7th Grade Coach - Girls	7% Varsity Assistant Coach	4% 7th Grade Coach
		4% 8th Grade Coach
<u>Cheerleading or Dance Team</u>	<u>Middle School</u>	
(One of each position total between Cheer & Dance Teams)	5% A.M. Intramural Coordinator	<u>Volleyball</u>
6.5% Coach - High School - Fall	3% Weight-Training Coach	11% Varsity Head Coach
6.5% Coach - High School - Winter	2% Photography Advisor	7% Varsity Assistant Coach
4% Assistant Coach – High School - Fall	2 1/2% Intramural Basketball - Boys	7% J.V. Coach
4% Assistant Coach – High School - Winter	2 1/2% Intramural Basketball - Girls	5% 9th Grade Coach
3% 8th Grade Coach	2 1/2% Intramural Volleyball	4% 8th Grade Coach
2% 7th Grade Coach	2% Ski/Snowboard Club	4% 7th Grade Coach
2% 6th Grade Coach		
	<u>Skiing</u>	<u>Wrestling</u>
<u>Cross Country</u>	8% Varsity Head Coach	11% Varsity Head Coach
8% Head Coach	5% Varsity Assistant Coach	7% JV Coach
5% Assistant Coach	4% Middle School Coach	5% Middle School Coach #1
4% Middle School Coach		5% Middle School Coach #2
2% Middle School Assistant Coach	<u>Soccer</u>	
	8% Varsity Head Coach - Boys	
<u>Football</u>	8% Varsity Head Coach - Girls	
11% Varsity Head Coach	5% J.V. Coach - Boys	
7% Varsity Assistant Coach #1	5% J.V. Coach - Girls	
7% Varsity Assistant Coach #2	5% Program Assistant Coach - Boys	
7% Varsity Assistant Coach #3	5% Program Assistant Coach - Girls	

Section 5.5 403(b) Plans

- A. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that the vendors included in Schedule B of the plan document as agreed to in section B-1 below shall be the investment providers for the plan.
- B. The parties acknowledge that the regulations about the administration of 403(b) plans continue to evolve, and it is their intent to comply with all legal requirements. Accordingly, the parties agree that:
 - 1. A plan document, consistent with all legal requirements shall be mutually developed by the parties by November 7, 2008.
 - 2. Vendors who elect to cease complying with regulations of the District Administrative Plan as agreed to in Section 1 above shall be removed from the list of potential vendors.
 - 3. New investment providers may be added as needed.
 - 4. The Board will provide timely notice to the Association of proposed changes to the vendors included in Schedule B of the plan document before implementation of the change.
 - 5. All bargaining unit members are eligible to participate in the plan.

SECTION VI MISCELLANEOUS

Section 6.1 School Improvement Plan

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

Teacher participation on SIP committees shall be voluntary.

The Board and Association will reopen negotiations for SIP language if both the Board and the Association deem it necessary as more information about SIP becomes available.

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

Section 6.2 Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations, or practices of the Board, which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement during the time of the Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

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

APPENDIX A

Staff Acceptable Use Policy

**PUBLIC SCHOOLS OF PETOSKEY
NETWORK & ACCESS AGREEMENT FOR STAFF MEMBERS**

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

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

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

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

- E. Any misuse of the account will result in suspension of the account privileges and/or disciplinary action determined by the District as provided under Section 1.8. Misuse shall include, but not be limited to:
1. Intentionally seeking information on, obtaining copies of, or modifying files, other data or passwords belonging to other users without expressed consent.
 2. Misrepresenting other users on the Network.
 3. Disrupting the operation of the Network through abuse of the hardware or software.
 4. Malicious use of the Network through hate mail, harassment, profanity, vulgar statements, or discriminating remarks.
 5. Interfering with others' use of the Network.
 6. Extensive use for nonwork-related communication.
 7. Illegal installation of copyrighted software.
 8. Unauthorized downloading, copying or use of licensed or copyrighted software.
 9. Accessing, downloading, or creating any obscene or objectionable information, language, images, or files.
- F. The use of District and/or Network resources are for the purpose of (in order of priority):
1. Support of the academic/administrative program.
 2. Telecommunications.
 3. General Information.
- G. The District and/or Network does not warrant that the functions of the system will meet all specific requirements the user may have, or that it will be error free or uninterrupted; nor shall it be liable for any direct, indirect, incidental, or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.
- H. The Staff Member will delete old mail messages from the personal mail directory to avoid excessive use of the electronic mail disk space.
- The District and/or Network reserves the right to log Internet use and to monitor electronic mail space utilization by users and will periodically make determinations on whether specific users of the network are consistent with the Acceptable-Use Policy.
- I. The Staff Member may not transfer files, shareware, or software that would incur a financial obligation by the District from information services and electronic Bulletin Boards without District permission. The Staff Member will be liable to pay the cost or fee of any file, shareware or software transferred, whether intentional or accidental, without such permission.
- J. The District reserves the right to log computer use and to monitor fileserver space utilization by users. The District reserves the right to remove a user account on the Network to prevent further unauthorized activity. Personal information should not be stored on network resources.
- K. Software registry will be maintained. Registration of all District software/equipment will be maintained by the District.

- L. Staff shall make a good faith effort to monitor student Internet use. It is recognized that such monitoring is difficult, and staff shall not be held responsible for inappropriate student Internet use.
- M. The use of electronic means, including e-mail and Internet usage, shall not be referenced in employee evaluations unless usage is in non-compliance with this Network and Access Agreement.
- N. The Staff Member shall not remove District owned technology equipment and/or software from school premises without written permission of the Technology Director or the Building Principal or designee.
- O. Staff shall not obligate the District financially or legally by subscribing to or using fee based on-line services without the prior written approval of the Superintendent or designee.

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

Signature of Staff Member: _____

Date: _____

APPENDIX B

Calendar

Orange: FIRST/LAST of School: First day = full day, Last day = 1/2 day						Green: NO SCHOOL. Students and staff do not report.					
* = Last day of marking period						Yellow: NO SCHOOL. Students do not report. Staff reports.					
PTC = Parent/Teacher Conferences						BLUE: 1/2 day K-12 students. Staff reports.					
September 2023	Mon.	Tues.	Wed.	Thu.	Fri.	February 2024	Mon.	Tues.	Wed.	Thu.	Fri.
	28	29	30	31	1					1	2
	4	5	6	7	8	PMS PTC: 6/PHS PTC: 8	5	6	7	8	9
	11	12	13	14	15		12	13	14	15	16
	18	19	20	21	22		19	20	21	22	23
	25	26	27	28	29		26	27	28	29	
October 2023	Mon.	Tues.	Wed.	Thu.	Fri.	March 2024	Mon.	Tues.	Wed.	Thu.	Fri.
	2	3	4	5	6						1
	9	10	11	12	13		4	5	6	7	8
Elem. PTC: 17, 19, 20	16	17	18	19	20	Elem. PTC: 12, 14, 15	11	12	13	14	15
	23	24	25	26	27		18	19	20	21*	22
	30	31					25	26	27	28	29
November 2023	Mon.	Tues.	Wed.	Thu.	Fri.	April 2024	Mon.	Tues.	Wed.	Thu.	Fri.
			1	2	3*		1	2	3	4	5
	6	7	8	9	10		8	9	10	11	12
PMS/PHS PTC: 14, 16	13	14	15	16	17		15	16	17	18	19
	20	21	22	23	24		22	23	24	25	26
	27	28	29	30			29	30			
December 2023	Mon.	Tues.	Wed.	Thu.	Fri.	May 2024	Mon.	Tues.	Wed.	Thu.	Fri.
					1				1	2	3
	4	5	6	7	8		6	7	8	9	10
	11	12	13	14	15		13	14	15	16	17
	18	19	20	21	22		20	21	22	23	24
	25	26	27	28	29		27	28	29	30	31
January 2024	Mon.	Tues.	Wed.	Thu.	Fri.	June 2024	Mon.	Tues.	Wed.	Thu.	Fri.
	1	2	3	4	5	PHS Exams 1/2 Day: 5-7	3	4	5	6	7*
	8	9	10	11	12						
PHS Exams 1/2 Day: 17 - 19	15	16	17	18	19*						
	22	23	24	25	26						
	29	30	31								

August 30-31	No School. K-12 Professional Development		
September 1 & 4	No School. Labor Day Break		
September 5	First Day of School - full day students and staff		
October 20	No School. K-5 PD 8:00 AM - 12:00 PM/ PTC 12:00 PM - 3:30 PM. 6-12 Full Day PD		
November 1	No School. K-12 Professional Development		
November 22-24	No School. Fall Break		
Dec. 25 - Jan. 2	No School. Winter Break		
January 15	No School. K-12 Professional Development		
January 17 - 19	High School Exams: 1/2 days for high school students		
January 19	K-12 1/2 day students. PM Staff Records Day		
February 16	No School. K-12 Professional Development		
February 19	No School. Mid Winter Break		
March 15	No School. K-5 PD 8:00 AM - 12:00 PM/ PTC 12:00 PM - 3:30 PM. 6-12 Full Day PD		
Mar. 22 - Apr. 1	No School. Spring Break		
May 27	No School. Memorial Day		
June 5-7	High School Exams: 1/2 days for high school students		
June 7	Last Day of School. 1/2 day K-12 students and staff		

APPENDIX C

Grievance Report Form
Public Schools of Petoskey
Petoskey, MI

Distribution of Form

- 1. Superintendent _____
- 2. Principal _____
- 3. Association _____
- 4. Teacher _____

Submit to Principal in Duplicate

Building _____ Assignment _____

Name of Grievant(s) _____ Date Filed _____

Step 1

- A. Date Cause of Grievance Occurred _____
- B. Agreement Section(s) or Subsection(s) violated _____
- C. Statement of Grievance, Including Synopsis of the Facts Related to the Grievance

Relief Sought

Teacher Signature(s) _____ Date _____

Step 1.a. Informal Meeting with Principal Date _____

Step 1.b. Submitted to Principal Date _____

Step 1.b. Conference Date _____

D. Disposition by Principal

Signature _____ Date _____

E. Position of Grievant and/or Association

Signature _____ Date _____

Step II

A. Date Received by Superintendent or Designee _____

B. Hearing Date _____

C. Disposition of Superintendent or Designee

Signature _____ Date _____

D. Position of Grievant and/or Association

Signature _____ Date _____

Step III

A. Date Received by Board Review Committee _____

B. Date of Board Review Committee Meeting _____

C. Disposition by Board Review Committee

Signature _____ Date _____

D. Position of Grievant and/or Association

Signature _____ Date _____

Step IV

- A. Date Received by Professional Rights and Responsibilities Committee_____
- B. Date Demand for Arbitration Submitted to American Arbitration Association
- C. _____
Disposition and Award of Arbitrator (as per attached)