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Agreement

between the

Public Schools
of Petoskey
Petoskey, Michigan

and the

Northern Michigan
Education Association

August 1, 2023
through
July 31, 2025

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SECTION I BASIC CONTRACT PROVISIONS

Article 1.1 Preamble

This Agreement is entered into, effective August 7, 2023, between the Petoskey Board of Education, the City of Petoskey, Michigan, (the "Board") and the MEA/NEA, (the "Association") through its local affiliate, the Petoskey Educational Support Personnel Association. The signatories the sole parties to this Agreement.

The Board has a statutory obligation under the Public Employment Relations Act, MCL 423.201 et seq, as amended, to bargain with the Association as the representative of its Bargaining Unit Members as to hours, wages, and other terms and conditions of employment. The parties have reached certain understandings which they desire to confirm in the Agreement in consideration of the following mutual covenants, the parties agree as follows.

Article 1.2 Recognition

- A. The Board recognizes the Association as the sole and exclusive bargaining representative of all regularly employed secretarial, custodial, and maintenance personnel whose work is one and three-fourths (1-3/4) hours per day or more, whether under contract, either verbal, written, or on leave. Such representation shall cover all personnel assigned to newly created positions, within the above classifications, which are not primarily supervisory and administrative. The Board will not negotiate with or recognize any organization other than the Association for the duration of this Agreement.
- B. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, be referred to as "Bargaining Unit Members."
- C. This Agreement excludes the Director of Food Services, Supervisor of Building and Grounds, Assistant Supervisor of Building and Grounds, Secretary to the Superintendent, Secretary to the Curriculum Director, Secretary to the Business Manager, Bookkeeper, and Payroll Clerk.
- D. The term "Board" when used in this Agreement refers to the Board of Education of the Public Schools of Petoskey and, as appropriate, its executive and administrative employees.

Article 1.3 Payroll Deduction

- A. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs.
- B. The Association will defend, indemnify, and hold the Board, school district, individual Board members, and employees harmless against any costs, expenses, claims and damages, including attorney fees, which in any way relate to implementation or compliance with this Article.

Article 1.4 Financial Responsibility

- A. The Board shall provide to the Association a list of Bargaining Unit Members employed or to be employed by the Board, along with the full-or part-time status and salary schedule status of each such employee.
- B. 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 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 that may arise out of or by reason of any action taken by the Board or its Agents for the purpose of complying with this article. Any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies arising out of any claims or demands that are brought or made due to this article. It is expressly understood that the Association has the right to select counsel, if necessary, for any defense necessary under this article and shall have the sole discretion regarding the settlement of any claims to which the Association may be responsible.

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

Article 1.5 Grievance Procedure

- A. A "grievance" is a complaint based on an alleged violation of the express provisions of the Agreement. The term "days" means "working days" except that during the summer, either "days" or "working days" mean weekdays that the school district's central office is open for business.
- B. If a Bargaining Unit Member believes there is a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by an Association representative if the Bargaining Unit Member elects to have such representation. The grievance shall be discussed within ten (10) working days of the date it should have been discovered.
- C. If after the informal discussion with the immediate supervisor, a grievance still exists, the Bargaining Unit Member may invoke the formal grievance procedure. A written copy of the grievance shall be filed with the immediate supervisor within five (5) working days of the aforementioned discussion. If the grievance involves more than one (1) work location, it may be filed with the Superintendent or his/her designee.

Written grievances shall:

1. Be signed by the grievant or grievant(s);
2. Be specific;
3. Contain a synopsis of the facts giving rise to the alleged violation;
4. Cite the section or subsections of the contract alleged to have been violated;
5. Contain the date of the alleged violation; and
6. Specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations in this Article.

- D. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the Association in an effort to resolve the grievance. After consultation with the Association, the immediate supervisor shall indicate in writing the disposition of the grievance within five (5) working days of the meeting and shall furnish a copy to the grievant(s) and the Association.
- E. If the Association is not satisfied with the grievance disposition, or if no disposition has been made within five (5) working days of meeting, or ten (10) working days from the filing date, the Association may submit the grievance to the Superintendent or his/her designee no later than fifteen (15) working days from the date of filing. Within ten (10) working days, the Superintendent or designee shall meet with the Association on the grievance and shall indicate in writing the disposition of the grievance within ten (10) working days of such meeting and shall furnish a copy thereof to the grievant(s) and the Association.
- F. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) working days of such meeting, the grievance may be immediately transmitted to the Michigan Employment Relations Commission by either party. If the grievance is not satisfactorily resolved through the mediation process within twenty (20) working days from the transmittal date, either party may proceed to the next step.
- G. If no resolution of the grievance has occurred within ten (10) working days after conclusion of the previous mediation step, the Association may submit the grievance to the Board of Education.

Within ten (10) working days of such transmittal, the Board of Education or its designee shall hold a hearing on the grievance and shall indicate in writing its disposition within ten (10) working days of such hearing and shall furnish a copy thereof to the Association.

- H. If the Association is not satisfied with the Board's grievance disposition by the Board of Education, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The Board must be informed of the Association's intent to submit to arbitration any grievance within ten (10) working days of the Board's grievance disposition. If the parties cannot agree to an arbitrator within five (5) working days from the notification date that arbitration will be pursued, the Association shall file a demand for arbitration

with the American Arbitration Association. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

1. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties.
2. The powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish salary schedules.
 - c. He/she 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.
 - d. He/she shall have no power to decide any questions, which under this Agreement are within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management and shall so construe the Agreement that there shall be no interference with such responsibilities except as they may be specifically limited by this Agreement.
 - e. He/she shall have no power to interpret State or Federal law.
 - f. A grievance for which the arbitrator is selected may not be withdrawn except by mutual consent of the parties.
 - g. More than one grievance may not be considered by the arbitrator at the same time except upon the express written mutual consent and then only if they are of similar nature.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder, and prior to its expiration, may be processed through the grievance procedure until resolution.
- K. For the purpose of assisting a Bargaining Unit Member or the Association in the processing of any grievance, the Board shall permit the Bargaining Unit Member and/or Association representative access to files or records of the Board which pertain to the Bargaining Unit Member or which contain information reasonably necessary for the processing of the grievance. Confidential letters of reference secured from sources outside the school system and records, which are not accessible under law, shall be excluded from inspection.
- L. A Bargaining Unit Member who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.

- M. If a grievance arises from the action of any authority higher than the immediate supervisor of the Bargaining Unit Member, the Association may present such grievance at the appropriate step of the grievance procedure.

Article 1.6 Information

- A. The Board will furnish to the Association, in response to written requests, all public information about the financial resources of the Board, including, but not limited to, annual reports and audits, register of personnel, budgetary requirements and allocations, agenda and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all Bargaining Unit Members, wages paid thereto, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Association, together with information which may be necessary for the Association to process any grievance or complaint.
- B. The Board or its representative will make efforts to discuss with the Association any major revision of policy which will affect Bargaining Unit Members.
- C. Unless required by law, the rights granted herein to the Association shall not be granted or extended to any competing labor organization.

Article 1.7 Equal Employment Opportunity

No person or persons shall be discriminated against on the basis of membership in, or association with the activities of the Association. The parties will continue to work together to assure equal employment opportunities to all.

SECTION II EMPLOYMENT RELATIONSHIPS

Article 2.1 Vacancies, Promotions and Transfers

A. A vacancy is defined as a position previously held and permanently vacated by a Bargaining Unit Member, which the Board decides to fill, or a newly created position within the bargaining unit. Whenever a position previously held by a bargaining unit member is permanently vacated, the Board shall within fourteen (14) calendar days notify the Association in writing of its intent to post, delay posting, or not fill the position. Delays in posting shall be stated for a specific amount of time. No vacancy shall be filled until it has been posted for at least fourteen (14) calendar days. The posting shall contain the following information.

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay per schedule
5. Hours to be worked
6. Classification
7. Qualification

Interested Bargaining Unit Members shall apply in writing to the Personnel Office within the 14-day posting period.

B. Whenever a vacancy occurs, the Personnel Office shall publicize the same by giving e-mail notice to each Bargaining Unit Member and by written notice of such vacancy through the school news bulletin and shall direct a copy of the posting by mail to the Association President and to each Bargaining Unit Member who is laid off. The Association President and each Bargaining Unit Member who is laid off shall provide the Superintendent's Office with his/her current mailing address, including summer mailing address as applicable. A copy of the posting shall also be directed to any Bargaining Unit Member on extended vacation or extended leave (extended shall be defined as two weeks or more) or who is a ten (10) month employee on summer recess; provided, that the Bargaining Unit Member has within ten (10) days before the commencement of or during his/her vacation, leave or summer recess made a written request to the office of the Superintendent's Office to be provided with such notice and that the request provides the address where such notice is to be directed. Such postings will continue for fourteen (14) calendar days, from the date of mailing, before the vacancy can be filled.

C. Vacancies shall be filled with the most qualified candidate, as determined by Administration. Where the qualifications of the candidates for vacancies are equal, the candidate with the most seniority in the classification shall be awarded the position. Should a Bargaining Unit Member from a different classification be a candidate for such a position along with candidates from outside of the bargaining unit, the Bargaining Unit Member shall receive preference over outside applicants if the member's qualifications are equal or superior to those of the outside applicant(s). The Board has the right to

determine who should be employed to fill a particular vacancy; provided, that such determination does not violate this Agreement.

- D. Within fifteen (15) working days after the vacancy has been filled, each Bargaining Unit Member who was an applicant and the Association President shall be notified in writing of the employer's decision. Within thirty (30) days after the expiration of the posting period, the employer shall, upon the Association's request, notify the Association President of the status of the vacancy.
- E. Any Bargaining Unit Member may request a transfer after the satisfactory completion of the probationary period of forty-five (45) working days. The Bargaining Unit Member shall remain in any new assignment for a period of one (1) year before being eligible to apply for another transfer unless conditions prevail where a change would be in the best interest of the Board and the Bargaining Unit Member.
- F. In the event of promotion or transfer, the Bargaining Unit Member shall receive a 45-work day trial in which to show his/her ability to perform the new job. The employer shall give the promoted or transferred Bargaining Unit Member reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the Bargaining Unit Member is unable to demonstrate ability to perform the work required during the trial period or if the affected Bargaining Unit Member desires to return to his/her previous assignment during the trial period, then the Bargaining Unit Member shall be returned to his/her previous assignment.
- G. Non-probationary Bargaining Unit Members who request transfers shall receive preference to available vacancies as set forth in Article 2.1 C. Requests for transfer shall be made in writing to the Personnel Office.
- H. Bargaining Unit Members who are either transferred or promoted to a different job shall not receive a lower rate of pay because of the assignment change. Also, a Bargaining Unit Member who is promoted shall receive no less than a fifty cent (\$0.50) an hour increase in pay. After successfully completing one (1) year of service in the new Article position, the Bargaining Unit Member shall be placed on the same step (s)he was on at the time of the promotion, plus the normal increment.
- I. Involuntary transfers to non-probationary Bargaining Unit Members are to be used only for reasonable and just cause.
- J. Any Bargaining Unit Member who temporarily assumes the duties of another Bargaining Unit Member in a higher group on the wage rate schedule will be paid the regular rate for those duties at the Bargaining Unit Member's own step of the group to which he/she is being transferred, but in no case receive less than a fifty cent (\$0.50) an hour increase. The temporary assignments would need to be for at least three (3) hours before any increase in the Bargaining Unit Member's regular wages would be necessary. A Bargaining Unit Member's pay rate shall not be reduced as the result of any temporary change in duties.

Article 2.2 Association Activities

- A. The Association and its local representatives shall have the right to use school buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program. No charge shall be made for use of the buildings before the beginning of the workday nor until 10:00 p.m., subject to Board policy.
- B. The Association shall be permitted to transact official Association business on school property at all reasonable times, provided that it shall not interfere with, or interrupt, normal operations. Association representatives who are not Bargaining Unit Members shall notify the Administration of their presence when entering school buildings during business hours.
- C. A bulletin board and daily access to email on a District computer as well as other established communication media shall be made available to the Association and its members within each building where Bargaining Unit Members report for duty.
- D. Association members have the right to distribute Association material to other Bargaining Unit Members so long as such distribution does not interfere in the normal operation of the work area or his/her job performance.
- E. The Association members shall be permitted to use school equipment including phones, computers, mimeograph machines, duplicating machines, copying machines, calculating 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 that use.
- F. If the Association President or designee receives permission or is requested by the Board to participate in conferences or meetings during working hours, he/she shall suffer no loss of pay or be required to make up lost time and, when possible, substitute service shall be provided.
- G. Association members who work the afternoon shift shall have the right to be excused to attend Association meetings. Those members shall notify their supervisor(s) of their intent to attend in advance and shall finish their regular duties immediately after the meeting. Hours missed to attend Association meeting shall be made up without pay at the conclusion of the regular shift. Make-up hours shall not result in overtime compensation. If an employee chooses to work during their lunch and break times to make up the time missed, the employee shall have this option.

Article 2.3 Bargaining Unit Member Protection

- A. No secretarial employee shall be left alone in the building after 8:00 p.m.
- B. Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being. The employer shall produce at the onset of each school year a health and safety training schedule that provides in-service opportunities to all Bargaining Unit Members on topics including, but not limited to, administration

of medications, handling of blood borne pathogens, and crisis response.

- C. The employer shall support and assist Bargaining Unit Members as to the maintenance of control and discipline of students in the Bargaining Unit Member's assigned work area. The employer or its designated representative shall take reasonable steps to correct the situation when a Bargaining Unit Member requests assistance with students who are disruptive or who repeatedly violate rules and regulations. As appropriate under all of the circumstances, a Bargaining Unit Member may use reasonable physical force upon a student as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning and only for the limited purposes identified in Revised School Code § 1312.
- D. If any Bargaining Unit Member is assaulted while on duty, it shall be promptly reported to his/her immediate supervisor. If the supervisor is not available, the central administration office shall be called. The Board will render all reasonable non-economic assistance to the Bargaining Unit Member in connection with the handling of the incident by law enforcement and judicial authorities. At the request of the Bargaining Unit Member, the Administration shall authorize the school attorney to conduct an initial consultation with the member at no cost to the Bargaining Unit Member.
- E. If a complaint or charge is made by any person or group of persons against a Bargaining Unit Member, administration will immediately review the complaint or charge to determine whether a full investigation is warranted. If administration determines a full investigation is warranted, administration will not complete the investigation without first interviewing the member regarding the allegations. Upon completion of the full investigation, the Bargaining Unit Member shall receive full information as to the investigation conducted by the administration, once said investigation is completed. This shall include, but not be limited to the name of the complainant and any witnesses, date of complaint and/or incident, and specific nature of complaint.
- F. Bargaining Unit Members shall not be held responsible for the administration or supervision of the building. During school hours Bargaining Unit Members shall be provided with two-way radios for communicating with administration during emergencies. Bargaining Unit Members shall be provided with an emergency contact list in the event assistance is needed with the administration or supervision of the building.

Article 2.4 Bargaining Unit Member Improvement

- A. The parties support the principle of continuing education for Bargaining Unit Members and participation by Association members in their professional organizations.
- B. The Superintendent or designee shall meet with the Association representative(s) before October 1 to identify conferences/training sessions that will benefit the Petoskey School System and Bargaining Unit Members. For conferences/training sessions that are approved in advance, the expenses shall be paid in accordance with the Board's travel policy.

- C. Any Bargaining Unit Member requested or required to become “certified” to perform his/her assignment, shall have his/her appropriate costs, including mileage, meals, and fees reimbursed by the Board upon presentation of receipts that such costs have been incurred. Further, such Bargaining Unit Members shall be granted paid release time to take such tests upon request.

Article 2.5 Seniority

- A. Seniority is defined as the length of service within the District as a regularly employed member of the Bargaining Unit. Accumulation of seniority shall begin from the Bargaining Unit Member's first working day. A paid holiday shall be counted as the first working day in applicable situations. If more than one individual Bargaining Unit Member has the same starting date of work, position on the seniority list shall be determined by drawing lots. The drawings shall take place in the presence of all affected Bargaining Unit Members as well as the Association President or designee. This drawing shall be conducted by the Administration and shall be done openly by either drawing straws or picking numbers from a container, with the methodology for determining the winner explained before the drawing occurs.
- B. Probationary Bargaining Unit Members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- C. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the District. The second shall reflect his/her most recent date of District employment in one of its classifications. All Bargaining Unit Members shall be placed in one of the following classifications based on their current assignments:
 - 1. Custodial
 - 2. Clerical
 - 3. Maintenance
- D. The employer shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and e-mailed to all Bargaining Unit Members within thirty (30) workdays after the effective date of this Agreement with revisions and updates prepared and e-mailed semi-annually thereafter. An e-mail copy of the seniority list and subsequent revisions shall be furnished to the Association. If no changes are reported in writing to the personnel office by the Association within twenty (20) days of receipt of the list, the list shall be considered correct and acceptable to all Bargaining Unit Members.
- E. A Bargaining Unit Member shall lose his/her seniority rights if he/she retires, resigns, or is discharged for just cause.

Article 2.6 Staff Reduction

- A. When a reduction in the working force is necessary, Bargaining Unit Members shall be laid off in accordance with their seniority in that classification; that is, the employee with the least seniority in

that classification shall be laid off first. In selecting employees for layoff, the District shall retain those Bargaining Unit Members with the greatest classification seniority provided they are properly qualified and able to perform the essential job functions of the available work.

- B. Whenever a Bargaining Unit Member is to be laid off, the School District shall notify the Bargaining Unit Member and the local Association President at least twenty (20) working days in advance of the layoff, except in emergencies.
- C. Laid off Bargaining Unit Members shall be recalled in accordance with classification seniority; that is, the Bargaining Unit Member with the greatest seniority in that classification shall be rehired first; provided he/she is qualified and able to perform the duties of the open job. When rehiring laid off Bargaining Unit Members, the District will notify them by certified mail at the last known address. If the Bargaining Unit Member does not notify the District within ten (10) days from the notice's mailing date that he/she will report for work on the date specified or give justifiable reason(s) for delay beyond such time, he/she shall be considered as having quit and all seniority shall be terminated. If the person called is not readily available, the District may call the next Bargaining Unit Member in line or a substitute for the approved delay.
- D. The Board reserves the right to establish and, after consultation with the Association, to revise specific job qualifications for each position within the Bargaining Unit. Such ability shall not be interpreted as a waiver of the Association's right to bargain changes in job descriptions. The Board shall furnish to any member of the Bargaining Unit Member, upon request, a copy of the qualifications, or revised qualifications for any position within the Bargaining Unit.

Article 2.7 Bargaining Unit Member Evaluation

Evaluation is an on-going process of the assessment of the performance of a Bargaining Unit Member as conducted by on-the-job observation and shall be in writing and followed by an evaluation conference.

- A. All formal monitoring or observation of the work of each Bargaining Unit Member shall be conducted in person and with the full knowledge of the Bargaining Unit Member. The use of eavesdropping, public address, computer, audio systems and similar surveillance or other electronic devices is strictly prohibited for purposes of evaluation.
- B. Bargaining Unit Member evaluation shall be by personal observation or personal knowledge of the Bargaining Unit Member's work. Normal observations shall be for time periods that accurately sample the Bargaining Unit Member's work. Each Bargaining Unit Member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties and/or responsibilities. Work outside the Bargaining Unit Member's school-assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the Bargaining Unit Member's immediate supervisor.

- C. The form to be used for evaluations shall be jointly developed by the Board or its designee and the Association and shall be attached to this Agreement.
- D. All evaluations shall be reduced to writing and a copy given to the Bargaining Unit Member within ten (10) workdays of the evaluation. If the Bargaining Unit Member disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question. If a supervisor believes a Bargaining Unit Member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the Bargaining Unit Member is to improve, and of the assistance to be given by the employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- E. Following each formal evaluation, which shall include a conference with the evaluator, the Bargaining Unit Member shall sign and receive a copy of the evaluation report prepared by the evaluator. In no case shall the Bargaining Unit Member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A Bargaining Unit Member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the Bargaining Unit Member's personnel file.
- F. Each new employee hired by the Petoskey School District is subject to a 45 workday probationary period before determination is made to employ that person as a regular staff member. During the 45 workday probationary period, the probationary employee shall be evaluated at least two (2) times. All other Bargaining Unit Members shall be evaluated at least once each year.
- G. A non-probationary Bargaining Unit Member who receives an overall unsatisfactory rating shall receive one thirty (30) day period during the employee's work season to raise his/her work performance to a satisfactory level. A new evaluation shall be issued at this time to determine improvement. If the new evaluation or subsequent evaluations contain an overall unsatisfactory rating, the requirement that the Bargaining Unit Member be given a thirty (30) day period to raise his/her work performance up to a satisfactory level does not apply.
- H. No non-probationary Bargaining Unit Members shall be dismissed, disciplined, or deprived of any contractual advantage without just cause. A Bargaining Unit Member shall be notified in advance in writing of the purpose of the meeting at which disciplinary action is contemplated and is entitled to have an Association representative present upon request.
- I. If a Bargaining Unit Member is not continued in employment, the employer will advise the Bargaining Unit Member of the specific reasons, in writing, with a copy to the Association.
- J. Each Bargaining Unit Member's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this Bargaining Unit Member is _____ Satisfactory, _____ Unsatisfactory (check one)."

K. Job descriptions for each classification will be reviewed at least one time (1) during the life of this Agreement. Any changes made to existing job descriptions shall be developed by the employer with input from the Association. The job descriptions shall be distributed to all current Bargaining Unit Members. The job descriptions will include at a minimum:

1. Job Title and Description
2. Minimum Requirements
3. A Specific Statement of Required Tasks and Responsibilities

Any evaluation of a Bargaining Unit Member's work performance shall be based solely upon the job descriptions.

L. For evaluation purposes, a Bargaining Unit Member is to be responsible to only one supervisor, to be designated by the employer at the beginning of each contract year with written notification provided to each Bargaining Unit Member.

SECTION III WORKING CONDITIONS

Article 3.1 Hours of Work

- A. The normal workweek shall be from 12:01 a.m. Monday until 12:01 a.m. the following Monday.
- B. Bargaining Unit Members shall work their assigned hours as established by their immediate supervisors. The basic work schedule shall be posted the first of each month and may be revised if school is not in session due to circumstances beyond normal control but not to avoid overtime covered by the schedule. The Board will make efforts to provide Bargaining Unit Members who are less than twelve (12) month employees written notice of their hours of work and scheduled return date on or before August 1st of each year. A minimum of two (2) weeks' notice shall be provided to the employee.
- C. Overtime, at the rate of time and one-half (1-1/2), shall be paid:
1. For hours worked over eight (8) hours in one day and/or over forty (40) hours in one week, exclusive of call-back overtime. The time and one-half (1-1/2) shall not be paid more than one time for overtime in either instance in any one week. If a mutual agreement is reached to compress a forty (40) hour schedule into less than five (5) days, then the basis for overtime shall be for the excess over forty (40) hours or the excess over the agreed-on number of daily hours.

2. When an employee is required to return to work after completing his or her normal shift and there is at least one and one-half (1-1/2) hours between the end of the employee's normal shift and the start of the additional duties, the employee shall be paid at time and one-half for two (2) hours or time actually worked, whichever is greater. Any other instances where an employee is required to work beyond his/her normal shift shall not be considered a call-back.
 3. For the purposes of computing overtime, paid leave shall count as hours worked.
- D. Time worked on those holidays identified in Article 4.3 shall be paid at two times the Bargaining Unit Member's pay rate for all hours worked. The Bargaining Unit Member shall only receive the holiday pay benefit if the employee works his/her regularly scheduled shift both before and after the holiday; however, the Bargaining Unit Member will be exempt from this condition if his/her absence is:
1. Due to an illness and he/she brings in a written excuse from a physician when so requested by his/her supervisor; the written excuse will not be required unless the Bargaining Unit Member has had a prior situation during the previous four (4) years of employment where he/she was absent from work the day before or after a holiday, but worked the holiday and was paid double time.
 2. A death in the immediate family as defined in Article 4.1 D: or,
 3. An occurrence, which is approved as an emergency by his/her supervisor.
- E. Overtime by classification shall be divided among Bargaining Unit Members within each school building in rotation as follows:
1. Overtime will be covered by an "Overtime Chart" and will be offered to each Bargaining Unit Member qualified to do work in rotation based on seniority. Overtime that is refused by a Bargaining Unit Member will be charged on the Overtime Chart for the purpose of balancing the overtime. Overtime that is not accepted by a Bargaining Unit Member because he/she was unavailable for the work due to illness or approved leave shall not be considered to have been refused under this provision. In such situations the Bargaining Unit Member shall maintain his/her position on the overtime chart until the first opportunity for overtime occurs upon his/her return to work. If a Bargaining Unit Member needs to exercise this benefit more than two (2) times in a thirty (30) day period, the Bargaining Unit Member shall fall to the bottom position on the overtime chart.
 2. A Bargaining Unit Member who has suffered injury on the job, upon returning to work, shall receive the first opportunity for an overtime assignment. However, overtime that is refused by such a Bargaining Unit Member, who has suffered injury on the job and has a written statement from a physician which prohibits or excuses him/her from such work, will not have such refusal charged against him/her on the overtime chart.

- F. Bargaining Unit Members who work beyond their regularly scheduled time shall not be compelled to take time off to avoid overtime payment. If it becomes necessary for a Bargaining Unit Member to work in addition to his/her time schedule, he/she shall also be permitted to work the balance of his/her week as scheduled.
- G. Each Bargaining Unit Member has the responsibility to submit timecards to the office before leaving work on the last day of his/her workweek. Payday is every other Friday with one (1) week's pay held in reserve.
- H. All full-time Bargaining Unit Members are entitled to two (2) fifteen (15) minute relief periods. Those Bargaining Unit Members working less than five (5) hours are be entitled to one (1) fifteen-minute relief period.
- I. All full-time culinary members shall have a paid lunch period of at least thirty (30) minutes duration. A full-time Bargaining Unit Member is one who regularly works at least twenty-five (25) hours per week.
- J. All other Bargaining Unit Members shall be guaranteed thirty (30) minutes to one (1) hour for lunch without pay. The time for lunch must be mutually agreed upon between the immediate supervisor or designee and the Bargaining Unit Member.
- K. The employer shall provide qualified substitutes if available, if required by the absence of a regular Bargaining Unit Member; however, substitutes shall not be placed to perform the work of an absent regular Bargaining Unit Member until other Bargaining Unit Members regularly assigned to the building in that classification have been offered the work. When special events are pre-scheduled with at least three (3) days prior notice, the substitute work shall be awarded to the most senior building level Bargaining Unit Member who volunteers and is qualified to cover such assignment. If there are no volunteers at the building level, the most senior Bargaining Unit Member who is qualified from other District buildings shall be awarded the work. A substitute shall only perform the work in a position that remains after regular Bargaining Unit Members have been shifted or have been offered the opportunity to shift to perform the work of an absent Bargaining Unit Member. A regular Bargaining Unit Member assigned to perform the work of an absent Bargaining Unit Member will be paid his/her regular rate for performing those duties unless he/she is substituting for another Bargaining Unit Member in a higher group on the wage rate schedule, then he or she will be paid as set forth in Article 2.1 J. Substitutes shall be used to perform Bargaining Unit work only for the absence by regular Bargaining Unit Members or when an unfilled temporary vacancy exists.

Article 3.2 Personnel Files

- A. A Bargaining Unit Member has the right to review the contents of his/her personnel file and other formal records which pertain to him/her, excluding initial references and supervisor notes before the completion of an administrative investigation as covered under Article 2.3 E. and to have an Association representative present at such review.

- B. No material originating after the initial employment shall be placed in a Bargaining Unit Member's personnel record unless he/she has had an opportunity to review that material. The Bargaining Unit Member may submit a written notation regarding any material and the same shall be attached to the material in question. If a Bargaining Unit Member is requested to sign material to be placed in his/her file, the signature shall be understood to indicate his/her awareness of the material but, not to be interpreted to mean agreement with the material's content.
- C. Any formal complaint of a serious nature against a Bargaining Unit Member by a parent, student or other person will be called to the employees' attention consistent with Article 2.3 E. No such complaint will be included in the employee's personnel file or used in any disciplinary action unless and until the employee has been informed of the complaint and the identity of the complainant is made known to the employee. The information shall be provided for the express purpose of enabling the employee to investigate, answer or defend the charges. Complaints shall not be incorporated into the member's evaluation unless the member has been informed of the complaint. If the material to be placed in the file is illegal or in error, the material will be corrected or expunged from the file, as appropriate. For purposes of this section "Complainant" is defined as a person who is regarded by the Board as the primary source for the allegation(s) against the Bargaining Unit Member.
- D. 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 Bargaining Unit Member of the request and shall take the additional 10-business day extension law to respond to the request. The intent of this provision is to allow the Bargaining Unit Member sufficient time as allowed by law to protect his/her interests and privacy through legal action of his/her initiation.

Article 3.3 Workload and Assignment

- A. The Board has the right to establish new positions and assign the classification and rate of pay for that position.
- B. The Association reserves the right to negotiate wages, hours, and other conditions of employment for new positions within the Article 1.2, recognition clause and will, if deemed necessary, request a meeting with the Board's representative to discuss the conditions, hours, and wages for the new position.
- C. If a Bargaining Unit Member's position has a substantial change in responsibilities, the Bargaining Unit Member involved or the Association may contest the rate of pay, hours, and conditions of employment in the same manner described above for the new position.

- D. The parties recognize that support staff can make significant contributions to the improvement of the educational program of the district through participation in the process of school improvement. The parties hereby express their mutual desire to encourage that participation.
 - 1. Committee participation by the employee is voluntary.
 - 2. Non-participation shall not be used as a criterion for evaluation, discharge, or discipline.
 - 3. Each support staff classification may have a representative on the district level TLC committee, appointed by the Association.
 - 4. The District shall organize periodic training to be provided to Bargaining Unit Members. Training topics will be developed through collaboration of Bargaining Unit Members and District Administration.
- E. Bargaining Unit Member(s) asked to administer medication to students will not be asked to do so without the witness (second signer) as required by law and Board Policy 5703 and will receive the opportunity to have appropriate training before the end of September of each school year.

Article 3.4 Joint Administrative and Association Meetings

- A. Both parties recognize the value of sharing, discussing, and providing opportunities for resolving problems. Therefore, the administrative representative(s) of the Board and the representative(s) of the Association shall meet on a monthly basis unless both parties agree that a meeting is not necessary. The meeting's purpose will be to discuss grievances, board policies and practices, and any problems from this Agreement. Meetings during the months of June, July, and August will be scheduled if necessary.
- B. The Association shall be represented by a member of each subdivision within the union. Subdivisions shall be secretarial and custodial/maintenance.

Article 3.5 Inclement Conditions

If schools are closed on a normally scheduled workday, due to inclement weather or other Act of God, employees shall be paid for their normally scheduled hours and may choose to report to work.

Article 3.6 Externally Funded Programs

The parties further agree that it is not their intent to replace or displace through the use of special funds provided through other State or Federal programs, either in whole or in part, in any way, currently employed Bargaining Unit Members employed on the effective date of this Agreement, or cause the loss of work or wages or employment benefits of the same.

This article shall not be construed to limit the Board's right to subcontract work in accordance with the

SECTION IV LEAVES OF ABSENCE

Article 4.1 Paid Leaves

- A. Paid leaves will be for the same hours per day as the regularly scheduled work hours.
- B. Members of the immediate family shall be defined as spouse, child, parent, grandparent, grandchild, sibling, as well as the same members of the spouse's family, and other relative/non-relative living and making his/her home in the Bargaining Unit Member's household.
- C. Sick days for all Bargaining Unit Members shall accumulate at one (1) day earned per month at the rate of ten (10) days per year for school-year employees and at the rate of twelve (12) days per year for full-year employees to a maximum accumulation of one hundred twenty (120) days. The Bargaining Unit Member may use all or any portion of his/her accumulated sick leave days to recover from the employee's own illness or disability, which shall include, in part, all disabilities caused by pregnancy, miscarriage, abortion, childbirth and recovery.
 - 1. If a Bargaining Unit Member does not have enough accumulated sick days, he/she may use sick days, which have not yet been earned. However, he/she shall be limited to not use more than he/she would be able to earn during that contract year (i.e., September-August). Bargaining Unit Members who do not work to the end of the contract year, and who have used sick days in excess of the number of days which they have earned, shall have those days charged against their final compensation.
 - 2. Upon retirement or resignation (but excluding layoff or termination for cause), an employee shall be paid for accumulated and unused sick days at fifty (50%) percent of the employee's pay rate for his/her normally scheduled workday in effect as of the date of such retirement or resignation.
 - 3. If death occurs while a Bargaining Unit Member is employed by Petoskey Public Schools, the Bargaining Unit Member's beneficiary would receive the pay for the accumulated unused sick days.
- D. Bargaining Unit Members shall be allowed to use his/her sick days for the Bargaining Unit Member to be present with a member of the immediate family due to emergency family illness. Those sick days are to be deducted from the Bargaining Unit Member's sick leave accumulation and are subject to the same terms as stated in Section E. below.

- E. After five (5) consecutive workdays of absence due to personal illness or that of the family member, a Bargaining Unit Member or the family member may be required to furnish a statement from the attending personal physician. Additionally, if a bargaining unit member is chronically absent due to personal illness or that of the family member, defined as using more than twelve (12) sick days in a contract year, that member may be requested to furnish a statement from the attending personal physician.

- F. If a Bargaining Unit Member is absent and drawing compensation under the Michigan Worker's Compensation Act, accumulated sick leave may be used at the option of the Bargaining Unit Member to the extent necessary to supplement Worker's Compensation benefits so that they equate to the Bargaining Units Member's regular bi-weekly net earnings. Bargaining Unit Members shall not be charged against their sick leave for the time missed due to the initial exam following the worksite injury if the exam occurs on the same day as the injury.

- G. Bargaining Unit Members who use few sick days will receive the following incentive:
 - 0 days per contract or work year \$150.00
 - 1 day per contract or work year \$100.00
 - 2 days per contract or work year \$ 50.00
 - 3 days per contract or work year \$ 0.00

This incentive will be paid in a lump sum on the second pay period in September of the following contract or work year.

- H. At the beginning of each work year, each Bargaining Unit Member shall be credited with two (2) personal business days per year accumulative to three (3) days. An explanation for the use of these days is not required, but will be subject to the following conditions:
 1. Bargaining Unit Members requesting personal business leave must notify the Business Office twenty-four (24) hours before the start of the workday.
 2. Personal leave day(s) will not be granted on the day before or after a school holiday, or on the day before or after a school vacation period or a personal vacation period. However, personal leave day(s) may be used to supplement vacation days used for compensation during the regularly scheduled winter and/or spring breaks.
 3. Unused personal leave days at the end of each contract year shall rollover into the Bargaining Unit Member's sick day allowance.

- I. Bargaining Unit Members may use up to three (3) days bereavement leave per death in the immediate family.
 - 1. Any request for absence beyond three (3) days due to death in the immediate family must be submitted to the Superintendent and, if granted, is chargeable against the Bargaining Unit Member's accumulated sick days.
 - 2. Additionally, each Bargaining Unit Member may use one (1) paid funeral day per year to attend the funeral of any person of importance to the member, but not a member of the immediate family as described above. That day shall be allocated in accordance with this section.
- J. At the beginning of every school year, the Association shall be credited with seven (7) working days to be used by officers or agents of the Association at the discretion of the Association. The Association must notify the Business Office at least twenty-four (24) hours in advance of taking such leave. The Association will reimburse the Board for the cost of substitutes. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.
- K. Any Bargaining Unit Member who is subpoenaed to testify during work hours in any judicial or administrative matter resulting from incidents occurring during the course of the workday or on the work site shall be paid his/her full compensation and benefits for such time.

Article 4.2 Unpaid Leaves

- A. Upon written request from a Bargaining Unit Member, the Board may grant an unpaid leave of absence up to one (1) year for study, government and/or professional service, and/or other reasons as may be granted by the Board. This leave may be extended on a year-to-year basis at the Board's discretion.
- B. The leave of absence outlined in paragraph A. above shall not be granted during a Bargaining Unit Member's first year of employment.
- C. Bargaining Unit Members returning from an unpaid leave described in paragraph A., shall be expected to remain in the Board's employment for at least one (1) year.
- D. Upon written application, a Bargaining Unit Member shall be granted an unpaid leave of absence for up to one (1) year for the purpose of childcare or childbirth. This leave shall be extended only at the Board's discretion. If applicable, the Board may require the Bargaining Unit Member to submit a physician's statement indicating whether or not the Bargaining Unit Member is capable to resume the job responsibilities.
- E. A leave of absence shall be granted to any Bargaining Unit Member who is inducted or enlists for uniformed services duty in any branch of the uniformed services of the United States.

- F. A Bargaining Unit Member who is unable to perform his/her regular duties because of personal illness or disability and who has exhausted all sick leave available shall, upon written request, be granted a leave of absence without pay for up to one (1) year. The leave may be renewed each year at the Board's discretion. The Board may require the Bargaining Unit Member to submit a physician's statement indicating he/she is capable to resume work responsibilities.
- G. A Bargaining Unit Member who is elected or appointed to an office of the Association, shall upon written request, be granted an unpaid leave of absence for a period of one (1) year. The leave may be extended up to one (1) year at the Board's discretion.
- H. Requests for leave extension must be submitted in writing thirty (30) days before the leave's expiration.
- I. Upon return from leave, the Bargaining Unit Member shall be returned to the position he/she held at the time the leave of absence was granted, or to a similar position in the same classification held at the commencement of the leave, to which his/her seniority and qualifications entitle him/her.
- J. A Bargaining Unit Member who has an emergency illness in his/her immediate family as defined in Article 4.1 B above, shall be granted use of unpaid leave upon written application for such leave. The Bargaining Unit Member shall apprise the Administration of the anticipated length of the leave and shall notify the Administration twenty-four (24) hours in advance of his/her intent to extend the leave except for situations that make such notice impossible.
- K. This section shall not be construed limiting the right of a Bargaining Unit Member to elect to substitute paid leave for unpaid leave in accordance with section 102(d)(2) of the Family and Medical Leave Act of 1993.

Article 4.3 Holidays

A. All Bargaining Unit Members shall receive the following paid holidays:

<u>School Year Bargaining Unit Member</u>	<u>Full Year Bargaining Unit Member</u>
Labor Day	Labor Day
Thanksgiving Day	Thanksgiving Day
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	Christmas Eve
Christmas	Christmas
New Year's Eve Day	New Year's Eve Day
New Year's Day	New Year's Day
President's Day (if no school)	President's Day (if no school)
Good Friday (as needed)	Good Friday (as needed)
Memorial Day	Memorial Day
	Independence Day

- B. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday, if school is not in session. When school is in session, the preceding Friday is the holiday.
- C. Holiday pay will be for the same hours per day as the regularly scheduled work hours.
- D. When a Good Friday falls during spring break, employees shall receive a full day of holiday pay. When Good Friday falls outside of spring break, employees shall receive a half-day of holiday pay.

Article 4.4 Vacation Days

- A. All Bargaining Unit Members shall receive paid vacation as follows:
 - 1. School Year Employees:
 - Less than ten (10) years of service – eleven (11) days.
 - Ten (10) years of service – thirteen and ½ (13.5) days.
 - Fifteen (15) or more years of service – sixteen (16) days.
 - 2. Full Year Employees:
 - Less than ten (10) years of service – thirteen (13) days.
 - Ten (10) years of service – sixteen (16) days.
 - Fifteen (15) or more years of service – eighteen (18) days.
- B. All Bargaining Unit Members shall earn vacation days at the rate of one (1) day per month, except those with ten (10) years or more service shall earn at the rate of one and one-quarter (1-1/4) days per month.
- C. No Bargaining Unit Member shall be allowed to accumulate vacation days to be carried over from one year to another year, except Bargaining Unit Members who are full year employees shall be allowed to accumulate one year of vacation time. The vacation days that full-year employees accumulate during the year must be used by August 31st of the following year (Example – Vacation days earned by full year Bargaining Unit Members during the school year 2022-23 must be used by August 31, 2024).
- D. School Year Bargaining Unit Members shall take paid vacation days during the Christmas, Mid-Winter, or Spring Break. If those breaks do not contain sufficient days to use up vacation days as provided above, the Bargaining Unit Member(s) may schedule vacation day(s) to be used with their supervisor's approval.
- E. Vacation for the full year Bargaining Unit Members may be split into weekly units by mutual agreement between the Board and the Bargaining Unit Member.
- F. Vacation pay will be for the same hours per day as the regularly scheduled work hours.

- G. All time lost, except for unpaid leaves, shall count in the computation of hours for vacation pay.
- H. Vacation days that are not used as set forth in Section 4.4 C. and 4.4 D shall be lost.
- I. A Bargaining Unit Member may use vacation days, which have not yet been earned. However, he/she may not use more vacation days than he/she would be able to earn during that school year (i.e. July-June). Further, Bargaining Unit Members who do not work to the end of the contract year and who have used vacation days exceeding the number of days which they have earned shall have those days charged against their final compensation. This may be waived for good cause at the employer's discretion.

Article 4.5 Jury Duty

A Bargaining Unit Member who serves on jury duty shall be reimbursed on a bi-weekly basis, for the difference between the jury day stipend and his/her regular Board wages for the days served. Bargaining Unit Members, when summoned to jury duty, should respond to such a summons, and shall not be charged for the days served.

SECTION V COMPENSATION AND BENEFITS

Article 5.1 Insurance Protection

- A. Each Bargaining Unit Member shall apply for MESSA PAK insurance Plan A or Plan B as set forth below. The Bargaining Unit Member must comply with all requirements for coverage specified by the District, including those for enrollment, active employment, and receipt of agreement for payroll reduction for health insurance premiums. The Board shall provide either MESSA PAK insurance Plan A or Insurance Plan B for a full twelve (12) month period for each full-time Bargaining Unit Member and his/her eligible dependents. For less than full-time Bargaining Unit Members the amount paid by the Board will be pro-rated.
- B. MESSA PAK – Plan A
1. The Board shall pay 100% of the costs for each full-time Bargaining Unit Member and his/her eligible dependents, or a pro-rated amount for less than a full time Bargaining Unit Member and his/her eligible dependents, for the following items:
 - a. Delta Dental 100/60/60/60 \$1,000 annual max for class I, II, III. Two cleanings per year.
 - b. Negotiated Term Life (\$40,000 with AD & D)
 - c. Vision (VSP-3 Gold)
 - d. Long-Term Disability (66 2/3% Plan 1)
 - \$3,333 maximum monthly income benefit
 - \$5,000 maximum monthly eligible salary
 - 90 calendar days modified fill, freeze on offsets,
 - Maternity coverage – yes
 - Pre-existing condition waiver – yes
 - Alcohol, drug addictions (2 years),
 - Mental, nervous (2 years)
 2. The Board shall contribute towards a medical benefit plan of the Association's choice for each full-time Bargaining Unit Member and his/her eligible dependents. Up to a maximum of two (2) medical benefit plan offerings may be offered to members during any single plan year, which may be amended if mutually agreed upon. For a less than full-time Bargaining Unit Member, the amount the Board contributes will be pro-rated based on their assignment.
 - a. The Publicly Funded Health Insurance Contribution Act (PA 152) of 2011 sets a limit on the amount that a public employer may contribute to a medical benefit plan. This requires identification of the Medical Benefit Plan Year, which is hereby established as January 1st, 2021. For each subsequent year, 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 upon by both parties in writing.

- b. The medical benefit plan chosen by the Association shall conform to all requirements of the Affordable Care Act (PPACA) and PA 152; including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board. The Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, 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 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 Bargaining Unit Members through payroll deduction, based upon 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 employer and the insurance carrier sufficient time to implement the change. The Association shall provide all details necessary for Board implementation and shall transmit those details to the Board with sufficient notice to allow the Board to implement the agreed upon changes.
- c. If the Association chooses a medical benefit plan that includes Bargaining Unit Member contributions into a Health Savings Account (HSA), the Board and the Association must agree on the amount of the deductible. If the Board and Association agree to 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 Bargaining Unit Member at the time the initial HSA plan is implemented.
 - 1.) On January 1st of the year following implementation and every year thereafter, the Board will contribute an amount equal to 50% of the medical benefit plan's annual deductible into an HSA for each Bargaining Unit Member.
 - 2.) Newly hired Bargaining Unit Members shall begin with a fully funded HSA account, which will be replenished on each following January 1st per Article 5.1.B.2.b.1.
 - 3.) The funds will be deposited into accounts of one (1) bank or other Health Savings Account provider as mutually agreed by the Association and the

Board. Once deposited, Bargaining Unit Members may to move the funds into a Health Savings Account of a provider of their choosing.

- d. 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, flexible spending accounts, or similar account used for health care costs during the medical plan benefit year shall equal but not exceed the PA 152 hard cap (adjusted annually by the State Treasurer) for that medical benefit plan year.
- e. The employee portion of health insurance premium co-pays are calculated as the follows:
 - 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 Publicly Funded Health Insurance Contribution Act (PA 152) of 2011.
 - 2. Individual Plus 1: Cost of Individual Plus 1 Subscriber medical benefit plan + Employer contributions to HSA and similar accounts + Employer payments for copays and deductibles – Individual Plus 1 insurance cap per the Publicly Funded Health Insurance Contribution Act (PA 152) of 2011.
 - 3. Full Family: Cost of Full Family Subscriber medical benefit plan + Employer contributions to HSA and similar accounts + Employer payments for copays and deductibles – Full Family insurance cap per the Publicly Funded Health Insurance Contribution Act (PA 152) of 2011.
- f. If insurance cap amount per the Publicly Funded Health Insurance Contribution Act (PA 152) exceeds the employer-paid costs noted in 5.1.B.2.d, the Board will contribute an amount equal to 100% of the difference into an HSA for each member, calculated on a monthly basis. This contribution will be made on the first day the new plan goes into effect, and monthly thereafter.
 - 1) The funds will be deposited into accounts of one (1) bank or other HSA provider as mutually agreed by the Association and the Board. Once deposited, members may move the funds into a Health Savings Account of a provider of their choosing.
- g. Any health insurance contributions required by Bargaining Unit Members will be automatically deducted from the Bargaining Unit Member's pay through payroll deductions, or when payroll deduction does not cover the deduction, paid directly by the Bargaining Unit Member. These deductions will be automatically deemed as passing through the Section 125 Cafeteria Plan as pre-tax dollars, unless the

Bargaining Unit Member indicates otherwise on the appropriate Section 125 Cafeteria plan form provided by the Board.

If making direct payment, the Bargaining Unit Member shall present payment to the Business Office on the 1st of the month before the date at which payment becomes due. Failure of a Bargaining Unit Member 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 amount due from the Bargaining Unit Member's wages and shall be held harmless from any liability arising from the deduction.

- h. The parties acknowledge the importance of the employer not exceeding the plan year maximums allowed by PA 152. As unforeseen factors may occur during the plan year that could increase or decrease the amount of per Bargaining Unit Member and total Bargaining Unit Member contributions needed to comply with PA 152, the Board may periodically adjust Bargaining Unit Members' payroll deductions as necessary to comply with Section 5.1.B.2 and PA 152. These adjustments shall be communicated in a timely manner to the Bargaining Unit Members, and supporting documentation will be provided to the Bargaining Unit Member and/or the Association upon request.
 - 1.) If additional costs are incurred by Bargaining Unit Members to comply with Section 5.1.B.2 and PA 152, 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 Bargaining Unit Member separates from employment, any remaining funds owed to the Board necessary to meet compliance with Section 5.1.B.2 and PA 152 for that Bargaining Unit Member will be deducted from any monies owed to the Bargaining Unit Member.

- C. MESSA PAK - Plan B
1. The Board shall pay 100% of the costs for each full-time Bargaining Unit Member and his/her eligible dependents, or a pro-rated amount for less than a full time Bargaining Unit Member and his/her eligible dependents, for the following items:
 - a. Delta Dental 100/60/60/60 \$1,000 annual max for class I, II, III. Two cleanings per year.
 - b. Negotiated Term Life (\$40,000 with AD & D)
 - c. Vision (VSP-3 Gold)
 - d. Long-Term Disability (66 2/3% Plan 1)
 - \$3,333 maximum monthly income benefit
 - \$5,000 maximum monthly eligible salary
 - 90 calendar days modified fill, freeze on offsets,
 - Maternity coverage – yes
 - Pre-existing condition waiver – yes
 - Alcohol, drug addictions (2 years),
 - Mental, nervous (2 years)
- D. If both spouses are Bargaining Unit Members, only one shall apply for coverage under 5.1 B above.
- E. If both spouses are Bargaining Unit Members, 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 employer a cash payment equal 60% of the single Subscriber amount in Section 5.1.B.2, as determined by the State Treasurer for members; except for members who received cash benefits under this Section in the 2013-2014 school year, whom shall continue to receive 100% of the single Subscriber amount in Section 5.1.B.2. To be eligible for this payment, (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. 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 master agreement.
2. All cost relating to the implementation and administration of benefits under this shall be borne by the Board.
3. Any amounts exceeding the Board subsidy share may be payroll deducted.

G. Payroll deductions shall be made available for all insurance programs available.

H. The above monthly premiums shall be pro-rated for employees working less than an average of 30 hours per week.

Article 5.2 Miscellaneous Benefits

A. Custodians shall be provided with three (3) sets of uniforms each year and agree that Bargaining Unit Members will wear those uniforms while on duty. Additionally, custodial employees shall be reimbursed up to fifty (50) dollars per year for one (1) pair of work shoes. The uniform's color and style of such uniforms will be jointly determined by the Administration and the Association.

B. Employees who have been employed by the Board for twelve (12) or more years shall receive an annual payment according to the following schedule:

After completion of 12 years	\$300.00
After completion of 15 years	\$600.00
After completion of 20 years	\$900.00

These payments shall be paid in one lump sum in the first pay period in December during the year indicated.

C. Employees using their personal vehicle for authorized District business shall be reimbursed at the then-current IRS rate for mileage.

SECTION VI OTHER

Article 6.1 General

- A. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every Bargaining Unit Member has the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under Michigan law, the Board agrees that it will not directly, or indirectly, discourage or deprive or coerce any Bargaining Unit Member in the enjoyment of any rights conferred by the Act or under laws of Michigan, or the Constitutions of Michigan and the United States; that it will not discriminate against any Bargaining Unit Member as to hours, wages, or any term or condition of employment by reason of membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board; or institution of any grievance, complaint, or proceeding under this Agreement or otherwise as to any terms or conditions of employment.
- B. Nothing in this Agreement shall be construed to deny or restrict any Bargaining Unit Member rights he/she may have under the Michigan General School Laws, or the applicable laws and regulations.
- C. The Association recognizes that the Board has responsibility and an authority to manage and direct, on behalf of the public, all the operations and activities of the District to the full extent authorized by the laws and Constitutions of Michigan and the United States, provided that the rights and responsibilities exercised by the Board conform with this Agreement.
- D. If any provision of this Agreement is held to be contrary to law by an agency or court of competent jurisdiction, that provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

Article 6.2 Entire Agreement

During the term of the Agreement (Article 6.5 A.), the wages, hours, terms, and conditions of employment provided in this Agreement shall remain in effect until changed by written mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which conflicts with this Agreement shall be superseded and replaced by this Agreement, which shall constitute the entire understanding and agreement of the parties hereto and is intended to govern all matters relating to wages, compensation, and working conditions.

Article 6.3 Board Rights and Responsibilities

- A. The Board, on its own behalf and on behalf of the District's electors, retain and reserve unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred on and vested in it by the laws and the Constitutions of Michigan and the United States, including, but without limiting the generality of the foregoing, but not in conflict with f this Agreement, the right to:

1. Manage and control the District's business, the equipment, the operations and to direct the working forces and affairs of the employer.
 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
 3. Direct the working forces, including the right to hire, promote, suspend, and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine their qualifications and the conditions of continued employment.
 7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, and amount of supervision.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of related judgment and discretion are limited only by the terms of this Agreement.
- C. Notwithstanding anything contained in this Agreement, it is understood and agreed that the Board has the right to take whatever steps may be required by law to comply with the American Disabilities Act or similar state or federal legislation. In the event any provision of this Agreement conflicts with such legislation or inhibits the Board's ability to comply with such legislation, it is understood and agreed that such legislation shall prevail.

Article 6.4 Printing of Agreement

Electronic copies of this Agreement shall be provided by the Board within approximately thirty (30) days after it is signed; and shall be e-mailed to all Bargaining Unit Members now employed, or hereafter employed by the Board. The Association shall be provided with an electronic copy of the fully executed Agreement.

Article 6.5 Duration of Agreement

- A. This Agreement shall be effective as of August 7, 2023, and shall continue in effect through the last day of July 2025. Annual pay increases shall become effective on the second pay period in August.
- B. Negotiations between the parties shall begin sixty (60) days before the Contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached before the expiration date, this Agreement shall expire at the expiration date until it is extended by mutual agreement of the parties.
- C. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their representatives on this 7th day of August, 2023.

ASSOCIATION

BY [Signature]
President

BY _____
Staff Liaison

BY _____
Spokesperson

BY [Signature]
Negotiator

BY _____
Negotiator

BY _____
Negotiator

Date: August 7, 2023

EMPLOYER

BY [Signature]
President

BY [Signature] [Signature]
Secretary

APPENDIX A				
Wage Rate Schedules				
2023-24 Wage Rates				
Step	Secretaries	Custodians		
	Wage	I -	II – PMS Lead	III – PHS Lead & Maintenance
1	15.96	15.35	17.60	19.81
2	16.40	15.91	18.13	20.40
3	16.86	16.44	18.63	20.91
4	17.30	17.19	19.09	21.46
5	17.94	17.74	19.75	22.20
6	18.56	18.38	20.43	23.00
7	19.17	18.97	21.10	23.80
8	19.51	19.31	21.48	24.22
2024-25 Wage Rates				
Step	Secretaries	Custodians		
	Wage	I -	II – PMS Lead	III – PHS Lead & Maintenance
1	16.28	15.66	17.95	20.20
2	16.73	16.23	18.49	20.81
3	17.20	16.77	19.00	21.33
4	17.65	17.53	19.48	21.89
5	18.30	18.09	20.14	22.64
6	18.94	18.75	20.84	23.46
7	19.55	19.35	21.53	24.27
8	19.90	19.70	21.91	24.71

Steps shall advance during both years of this contract.

Each bargaining unit employee shall receive the following off-schedule payments during the respective school year. Half of the payment shall be paid on the first pay of December, and half of the payment shall be paid on the last pay in March.

2023-2024: \$2,000

2024-2025: \$1,200

APPENDIX B
Evaluation Form – Support Personnel

PUBLIC SCHOOLS OF PETOSKEY

SECTION 1: General Information

Name of Employee: _____

Position: _____

Length of Employment in Present Position: _____

Total Years of Employment in Petoskey Public Schools: _____

Name of Evaluator: _____

Position: _____

School Year: _____

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

Date(s) of Evaluation Conference(s): _____

Note: All appraisal sections are to be completed in triplicate

Distribution of copies:

1. Evaluatee
2. Evaluator
3. Personnel Office/Superintendent

This appraisal instrument is used to evaluate the performance of new employees during their probationary period as well as to evaluate other service personnel on a regular basis.

The signature of the evaluatee at the end of this document is not intended to reflect agreement or disagreement with the conclusions reached by the evaluator. The signature is intended only to indicate that the evaluatee has received a copy of the completed form, has had an opportunity to meet with the evaluator and discuss the evaluation, and is aware of the contents.

This evaluation is conducted according to the current Master Agreement between the parties.

Additional comments by the evaluator or the evaluatee may be written on the back of any of the pages of this form or may be attached to this form for inclusion in the personnel file of the evaluatee.

SECTION 2: Supervisor/Management Evaluation

General Job Issues (All Classifications)

(Check appropriate column)

	Satisfactory	Unsatisfactory	Not Observed
1. Carries out all duties of the job according to Michigan law and the policies of the Petoskey Board of Education.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Maintains a good personal image with the public concerning the activities and needs of the school District.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Reports to his/her immediate supervisor all matters which are important to the understanding and operation of the assigned job area or building.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Interprets and clarifies the purpose and needs of the District to the public, as directed by his/her immediate supervisor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Accepts responsibility for his/her job duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Acquires new skills to perform job responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Performs work in a neat and orderly way.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Maintains a good personal appearance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Maintains a good work schedule by reporting to work regularly and on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Evidences the ability to work at a high level of performance without constant supervision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Shows ability to relate to other staff personnel, students and public.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Shows interest in self-improvement and a willingness to try new ideas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

General Job Issues (All Classifications)

(Check appropriate column)

	Satisfactory	Unsatisfactory	Not Observed
13. Performs other related duties as assigned by his/her immediate supervisor/administrator.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments by Evaluator:

Specific Job Issues (Custodial)

(Check appropriate column)

	Satisfactory	Unsatisfactory	Not Observed
1. Displays knowledge and reasonable care of potentially hazardous cleaning agents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Keeps accurate inventory of equipment and supply needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Correctly prioritizes tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Handles minor maintenance tasks as needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Identifies and reports safety concerns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments by Evaluator:

Specific Job Issues (Culinary)

(Check appropriate column)

	Satisfactory	Unsatisfactory	Not Observed
1. Complies current regulations and requirements for job duties in culinary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Keeps kitchen and food preparation area clean.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Plans and provides balanced nutritious meals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Considers/incorporates student menu suggestions as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Keeps running inventory and orders supplies as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments by Evaluator:

Specific Job Issues (Secretarial)

(Check appropriate column)

	Satisfactory	Unsatisfactory	Not Observed
1. Handles documents in a confidential manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Displays good telephone skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Handles office duties efficiently.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Correspondence/work products are professional.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Keeps accurate records of supply needs, ordering, and office machinery maintenance schedules.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments by Evaluator:

SECTION 3: Composite or Summative Evaluation

Considering all factors, the work performance of this Bargaining Unit Member is

_____ Satisfactory _____ Unsatisfactory (check one).

Signatures:

Evaluatee: _____

Date: _____

Evaluator: _____

Date: _____

Evaluatee Comments:
(attach additional pages if necessary)

APPENDIX C

Staff Acceptable Use Policy PUBLIC SCHOOLS OF PETOSKEY

NETWORK & ACCESS AGREEMENT FOR STAFF MEMBERS

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

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

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

- A. The use of the District Network is a privilege which may be revoked by the district at any time and for any reason. Appropriate reasons for revoking privileges include, but are not limited to, the altering of system software, the intentional placement of unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages. The District reserves the right to remove files, limit or deny access, and refer the Staff Member for other disciplinary actions as provided under Section 2.7H.
- 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 2.7 H. Misuse shall include, but not be limited to:

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

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

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

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

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

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

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

J. The District reserves the right to log computer use and to monitor fileserver space utilization by users. The District reserves the right to remove a user account on the Network to prevent further unauthorized activity. Personal information should not be stored on network resources.

K. Software registry will be maintained. Registration of all District software/equipment will be maintained by the District.

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

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

Signature of Staff Member: _____

Date: _____