

MASTER AGREEMENT

Between the

**POTTERVILLE EDUCATION
ASSOCIATION, ECEA/MEA/NEA**

and the

**POTTERVILLE PUBLIC SCHOOLS
POTTERVILLE, MICHIGAN**

July 1, 2015 – June 30, 2018

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PREAMBLE

This Agreement entered into this 30th Day of June, 2015, by and between the Potterville Education Association/Eaton County Education Association, hereinafter called the "Association," affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the Board of Education of Potterville Public Schools, Eaton County, Michigan, hereinafter called the "Board."

WITNESSETH:

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

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

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

ARTICLE I: RECOGNITION

- A. The Board hereby recognizes the Potterville Education Association/Eaton County Education Association, MEA/NEA as the exclusive bargaining representative, as defined in Act 379, P.A. 1965, for all full time and regularly employed part-time certified personnel employed by the Potterville Schools, including certified Alternative Education personnel with no supervisory duties; but excluding aides, adult and community education personnel, substitute employees, supervisors and all other employees.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.
- C. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association and employed by the Board.
- D. The term "Board" shall include its officers, members and/or agents.

ARTICLE II: ASSOCIATION AND TEACHER RIGHTS

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

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

- M. Prior to September 20th of each school year, the Board agrees to provide the Association with electronic copies of bargaining unit member data that reports years of service, step, and certification.

ARTICLE III: RIGHTS OF THE BOARD

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

ARTICLE IV: PROFESSIONAL DUES, FEES AND PAYROLL DEDUCTIONS

- A. All employees, as a condition of continued employment, shall either:
1. Sign and deliver to the Board a written authorization for the deduction of membership dues and assessments of the Association including MEA/NEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year; or
 2. Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association including MEA/NEA within ten (10) days of commencement of employment.
- B. In the event an employee shall not pay the representation fee directly to the Association or authorize payment through payroll deduction as provided, the Board shall, upon proper written notice from the Association, deduct the representation fee from the employee's wages and remit same to the Association pursuant to the conditions described in section C.
- C. Dues shall be deducted from the second paycheck in September and from nineteen (19) consecutive regular paychecks thereafter. Such deductions shall be remitted to the Association at least once a month. This program shall be held in abeyance. The Association may at any time reactivate this paragraph, to the extent permitted by law; provided however, the Association shall give the District 30 days' notice prior to the reactivation of payroll deduction of dues.
- D. Payroll deductions shall be available for current MESSA, MEA Financial Services Annuities and MEA option programs and any other programs mutually agreed upon by the Board and the Association.

ARTICLE V: GRIEVANCE PROCEDURE

A. Purpose

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

- B. A grievance is defined as a claim by a Potterville (ECEA) employee that there has been an alleged violation of a specific Article or section of this Agreement. If any such grievance arises, there shall be no stoppage of work but such grievance shall be submitted to the grievance procedure as hereinafter provided. [CCL, 6/19/13]

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

1. The termination of services of or failure to re-employ any probationary teacher.
2. The content of a teacher evaluation.

3. Discharge or demotion under the procedures specified in the Teacher Tenure Act (Act 4 of the Public Acts, Extra Session of 1936 of Michigan, as amended).

C. **Hearing Levels**

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

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

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

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

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

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

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

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

ARTICLE VI: WORKING CONDITIONS

A. Hours

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

staff meetings for information issues but attendance will be voluntary. Faculty meetings shall begin within 15 minutes after student dismissal and shall end within one hour of the start time. Employees are required to attend faculty meetings within the above limits. Part-time regularly employed staff are expected to attend parent-teacher conferences as noted in the school calendar, faculty meetings and inservice meetings. The majority of teaching schedule will determine building assignment. The parties agree to explore implementing a delayed start/early release scheduling program for teacher professional development hours within the school year.

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

B. Calendar

For the period of this Agreement, the school calendar shall be as set forth in Appendix III which is attached to and incorporated in this Agreement. There shall be no deviation from or change in the school calendar except by mutual agreement between the Board and the Association or as required by law. In the event of an emergency, the Superintendent may alter days provided the length of the school year is not extended and the calendar is resumed as negotiated. The parties agree to delay setting the calendar for the 2016-2017 school year for the possible implementation of a balanced calendar for that school year and beyond, with agreement of both parties for implementation. The 2015-2016 calendar shall include 175 instructional days, and the 2016-2017 calendar shall include 180 instructional days.

C. Assignments and Qualifications

1. All employees shall receive written notice of tentative assignments for the forthcoming year by July 15.
2. TK, kindergarten, and 1st grade assignments may require a ZA endorsement for placement at the discretion of the superintendent.
 - a. Exceptions may be made at the discretion of the superintendent with consultation with the Association.
 - b. Current assignments will not be affected.

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

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

The majority of teaching schedule will determine building assignment.

A decrease in total student contact time for any teacher that is due to a change in schedule related to the addition of exploratory classes at the 7-8 level shall not result in a salary decrease for said teacher. Part-time classroom teachers at these levels shall receive preparation time as follows:

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

Other full time personnel at this level shall receive an amount of time equivalent to one (1) unassigned preparation period per day. For the purposes of this

Article, assignment to a study hall shall be considered a teaching period. Conference hours and/or preparation periods shall be used for preparing for classes.

5. TK-4 teachers shall receive preparation time in a block of 50-62 minutes per day with exceptions for half days, special events and building emergencies.
 - a. K-4 teachers do not have duty-free recess periods.
 - b. It is the Board's intention to hire TK-4 teachers at the elementary school when certified special activity teachers are not available and it is the Board's intention to maintain these programs to meet state requirements for receiving full State aid payments.
6. Teachers who are asked to substitute during their preparation period shall be compensated at the rate of twenty dollars (\$20.00) per class period. (See Compensatory Time Option in Article XV, J.4.)
 - a. No regularly assigned teacher shall be used as a substitute teacher except in case of emergency. The failure of a substitute to arrive on schedule or the inability to secure a qualified substitute shall be considered an emergency.
 - b. If a teacher substitutes twenty-five (25) minutes or less, he shall be compensated at half (1/2) the substitute rate. If a teacher substitutes more than twenty-five (25) minutes, he shall be compensated at the full substitute rate.
 - c. Except in cases of emergency, teachers will not be required to substitute for another teacher while teaching his/her own class(es). A teacher who is required to do so during an emergency shall be compensated at the substitute rate of (6) above.
7. All classroom teachers shall provide a "sub file," in an established place as designated by the building principal, which contains general plans for a substitute teacher to use. Plans shall be updated periodically and cover a minimum of two (2) days' time.
8. If by mutual consent a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive one-sixth (1/6) of his salary for the duration of the additional assignment.
9. Part-time regularly employed teachers shall receive one-sixth (1/6) salary for each student contact hour.
10. Each employee shall maintain with the building principal and Superintendent his current address and telephone number.

D. Class Size

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

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

Exceptions: Band, Physical Education, and if Developmental Kindergarten is offered (regular Kindergarten maximum is 25) and developmental class maximum is 15 students. Split classes at the elementary shall have a maximum of 3 less than the lowest regular limit. Special Education: An overload exists when a teacher's case load is over the state maximum for that teacher's certification and when the teacher is over one hundred fifty (150) student contact hours per week.

1. Every effort will be made to balance class size in self-contained classrooms within each grade level.
2. Class size shall not exceed the actual physical facilities available.
3. Should the class size be exceeded, the building principal will initiate an appraisal with his staff on class size in all similar classrooms in that building and recommend one of the following remedies to the Superintendent:
 - a. Provide the teacher with the overload class one-half (1/2) day of an aide's service daily.
 - b. Hire an additional classroom teacher.
 - c. Compensate the teacher at \$1.00 per student per clock hour. Compensation shall be paid for each scheduled teacher work day that the student is enrolled.
4. If the total number of students in a grade level exceed the numbers listed below within the first ten (10) student days, option 3.,b. above shall be implemented.

K-2 60 students
3-4 64 students
5-6 70 students

E. Materials and Supplies

1. The Board agrees to make available in each school adequate typing and duplicating equipment and to provide maintenance of its equipment.
2. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar

materials are the tools of the teaching profession. The parties will meet annually, at the request of either party, for the purpose of improving this selection.

- F. The distribution of mainstreamed students in K-6 classes shall be equitable as possible at each grade level within a building by the fourth Friday of school. The exception to this will be classrooms that are voluntarily taught by a regular and a special education teacher as co-teachers.

ARTICLE VII: TEACHER EVALUATION

- A. The evaluation of the performance of each employee in the school system is the responsibility of the Administration.
- B. A purpose of the evaluation is to improve instruction.
- C. With the involvement of the bargaining unit, the Board shall adopt and implement for all teachers a rigorous, transparent and fair performance evaluation system.
- D. Documents of a disciplinary and/or evaluative nature shall be signed and dated by the teacher to acknowledge receipt before being placed in the personnel file. If the teacher refuses to sign, it shall be so noted before personnel file placement. A teacher may attach a reply which is limited to five (5) pages, 8½" by 11" in length.
- E. A joint committee on teacher evaluation, made up of six members (three selected by administration and three selected by PEA) shall convene on or before November 1 and present its recommendations at appropriate times in the teacher evaluation process for a given school year. The committee shall meet no more than three (3) times per school year (except December, June and July) for the purpose of issuing recommendations on the teacher evaluation process.
- F. Teachers shall have prior notification of the standards and/or rubric that are used in the written evaluation that have been adopted by the Board with the involvement of bargaining unit members designated by the Association.
- G. All video or other electronic monitoring of a teacher in a classroom shall be conducted openly and with the teacher's knowledge.
- H. It shall be the Administration's responsibility to provide a teacher with notice of any documented deficiencies noted in his performance.
- I. Should an employee be denied tenure, or be denied a contract for the ensuing year, he/she shall receive written notice from the Board consistent with the law. A copy of said notice shall be provided to the Association.
- J. Three (3) copies of the written evaluation shall be submitted to the employee; two (2) to be signed and returned to the Administration and the other one (1) to be retained by the employee.
- K. Each employee shall have the right upon reasonable notice to review all evaluation material and the contents of his personnel file. An Association Representative may, at the employee's request, accompany the employee in said review.

ARTICLE VIII: TEACHER PROTECTION

- A. Teachers are expected to comply with rules, regulations and directions adopted by the Board and its agents which are not inconsistent with the provisions of this Agreement, provided that an employee may refuse to carry out an order which threatens his physical health or safety.
- B. The Board shall provide Workers' Compensation Insurance as provided by law.
 - 1. Any case of assault or injury suffered by an employee in connection with his employment shall be promptly reported to the Board or its agents.
- C. Complaints directed toward an employee may be called to the attention of the employee, but no record of a complaint shall be included in the employee's personnel file unless the employee has been notified.
- D. An employee is entitled at any time to have a representative of the Association present when he is to be warned, reprimanded or disciplined for any infraction of rules or delinquency in professional performance. When a request is made to have an Association representative present, no disciplinary action will be taken with respect to the employee until such representative is present. (Intent: A meeting should be held as soon as possible.)
- E. All information forming the basis for disciplinary action will be made available to the bargaining unit member and the Association consistent with law.

ARTICLE IX: LEAVES OF ABSENCE

A. Paid Leaves

- 1. At the beginning of each school year, all employees shall be granted nine (9) days of sick leave which shall be cumulative to one hundred sixty-two (162) days. Persons who have one hundred sixty-two (162) sick days shall use the nine (9) days first before using their accumulation. Part-time employees shall receive a pro-rated portion of sick leave.

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

- a. The employee may use all or any portion of his sick leave to recover from his own illness or disability.
- b. The employee may use sick leave for the illness of spouse and children, not to exceed ten (10) days without approval of the Superintendent.
- c. The employee may use sick leave to care for the needs of ill parents, brothers, sisters, grandchildren, parents-in-law, grandparents, or any

others for whom they are responsible not to exceed four (4) days without approval of the Superintendent.

- d. The employee may use sick leave for surgery and subsequent convalescence when such is certified by a doctor as an immediate need and for doctor and dental appointments when the health of the individual warrants immediate attention.
 - e. The employee may use a maximum of three (3) sick leave days for the death of a spouse, children, parent, brother, sister and parent-in-law. A maximum of five (5) days may be used when the employee must leave the state. The employee may use the time necessary to attend the funeral service of a person whose relationship to the employee warrants such attendance, not to exceed three (3) full days per school year.
 - f. If a member is absent for a portion of the day and their sub coverage is not paid for a planning period, the member shall not be charged for that period.
2. The Board shall furnish the employee with an up-to-date written statement on each paystub, setting forth the employee's total accumulated sick leave.
3. At the beginning of each school year the employee shall be credited with three (3) days to be used for his personal business. Unused days shall be added each year to the employee's accumulated sick leave. Personal business days may be used at the employee's discretion. Personal business leave shall be approved by the principal provided the request is submitted to comply with the following conditions:
- a. The employee shall provide the principal with at least seventy-two (72) hours advance written notification of personal business leave. Personal business days may be used for emergency situations without the seventy-two (72) hour notification. The employee is expected to notify the principal of the emergency request as soon as possible.
 - b. Personal business leave shall not be used during scheduled parent-teacher conference times, or on professional development days except in a case of emergency as determined by the Superintendent.
 - c. At the discretion of the Superintendent, personal leave request may be canceled when there are more than six (6) such requests for the same day.
 - d. Personal business days shall be pro-rated accordingly:
 - (1) Employees hired at the beginning of the year shall be credited with three (3) days.
 - (2) Employees hired after the ninth week of the first semester shall be credited with two (2) days.

- (3) Employees hired at the beginning of the second semester shall be credited with one (1) days.
 - (4) Employees hired after the ninth week of the second semester shall be credited with one (1) day.
 - e. Any employee who willfully violates or misuses personal business leave or who willfully misrepresents any statement or condition under said leave shall be subject to progressive disciplinary procedures up to and including loss of salary.
4. In the event of an injury or illness compensable under Michigan Worker's Compensation Laws, the District shall pay the difference between the benefit amount the employee is entitled to receive under Worker's Compensation and/or Social Security based upon lost wages and his regular salary rate for a period of at least twelve months or until accumulated sick leave is depleted whichever is the greater. The additional payment shall be deducted from the employee's accumulated sick leave at the same ratio the additional payment bears to the total day's compensation until the accumulated sick leave is depleted.

However, in the event of injury or illness compensable under Michigan Worker's Compensation Laws and which is the result of an assault, there shall be no deduction from sick leave for twelve (12) months. However, after twelve (12) months, the employee shall have the option of continuing the payment with a pro-rated deduction from accumulated sick leave. The provisions of this paragraph shall not apply where the Board determines that the teacher was not free from fault in incurring the assault.
5. Any employee called for jury duty during school hours or who is subpoenaed to testify in any judicial matter that is school-related, the member shall be paid his full salary for such time provided all monies received from the courts up to the normal daily rate shall be remitted to the Board.

B. Unpaid Leaves

1. Any employee whose personal illness or disability extends beyond the period compensated in Section A of this Article shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability, or for one (1) year whichever is lesser.
2. A leave of absence for up to one (1) year shall be granted to any employee for the purpose of child care. The object child of the leave may be prenatal; a newborn infant; a newly adopted child; a child suffering from a crippling, terminal or serious accident or illness. Said leave shall commence upon the request of the employee and notice to the Board.
 - a. For seniority and salary purposes, the employee shall be given credit for a full semester if he teaches forty-five (45) or more days during the semester in which said leave was granted. In compliance with past practice, this shall be interpreted to mean that the employee shall be

given credit for a full year if he teaches ninety (90) or more work days during the school year.

- b. Granting of such leave shall in no way interrupt seniority and rights attendant thereto provided the duration of the leave is less than a school year.
 - c. The leave may be extended at the discretion of the Board.
 - d. Employer paid insurance benefits will be continued as provided for in the contract while a teacher is on a pregnancy related disability leave.
3. The President and/or designated Association Representatives and/or ECEA officers shall be permitted to use up to five (5) days a year for Association business provided a 72 hour notice is given to the Superintendent and the building principal. The Association agrees to reimburse the school district for the salary of the substitute teacher. Upon request, additional days may be granted as unpaid leave with the approval of the Superintendent.
 4. Upon written application, a leave of absence for up to one (1) year shall be granted to any employee for the purpose of participating in exchange teaching programs such as the Peace Corps, Teacher Corps or Job Corps when the employee is to be a full time participant in such program provided the employee states his intention to return to the school system.
 5. In accordance with Public Act of 143, as amended, a military leave of absence shall be granted to any employee who shall be inducted for military duty in any branch of the Armed Forces of the United States.
 6. Upon written application, a leave of absence for up to one (1) year may be granted to any employee for the purpose of engaging in study at an accredited college or university.
 7. Upon written application, the Board may grant a leave of absence for up to one (1) year for any purpose.

C. General Leave Provisions

1. Upon return from an unpaid leave of absence of up to and including one (1) year, the teacher shall be returned to a position for which he is certified and qualified, providing that such a position exists within the unit.
2. Upon return from an unpaid leave of absence of more than one (1) year, the teacher shall be returned to a position for which he is certified and qualified, providing that such a position exists within the unit.
3. Upon return from an unpaid leave of absence, the employee shall resume all rights and benefits under this Agreement.
4. Upon return from a medical or disability leave, the employee shall submit a doctor's statement certifying his ability to perform his assigned duties.

5. The teacher shall notify the Board in writing of his intent to return from an unpaid leave of absence ninety (90) calendar days before returning to work.
6. Any leave of absence may be extended by the Board for up to one (1) full year. No additional leaves beyond the first extension shall be granted by the Board unless a definite return to work date is stipulated in the second extension request. If an employee is unable to return to work at the end of the second leave extension, the Board shall place said employee on the recall list and Article XI shall prevail.
7. In the case of an unpaid leave taken under the Family and Medical Leave Act, the employer will follow FMLA regulations regarding placement upon return from FMLA leave.

ARTICLE X: VACANCIES, PROMOTIONS AND TRANSFERS

A. Definition of Vacancy

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

B. Vacancies with Bargaining Unit Members on Layoff Status

The Board may consider voluntary requests for layoff, but need not accept them. In the event all other teacher effectiveness factors are equal, and if consistent with Board policy, the Board shall award the vacancy to the most senior applicant.

C. Posting

The Board shall give written notice of a vacancy to the Association President or designee and provide for appropriate posting on the bulletin board in teachers' lounges.

1. Vacancies in extra and co-curricular positions and newly created positions that occur during a period when school is not in session, all employees shall be duly notified by school email.
2. Any other bargaining unit vacancy that occurs during a period when school is not in session, all employees with active voluntary transfer requests shall be duly notified by school email.
3. A copy of vacancy notices shall be sent by first class mail to last known address of all employees on full layoff status at the time of initial posting. Employees on a leave of absence shall also be notified by first class mail.

D. Filling Vacancies

1. An employee may apply for a vacancy by submitting a request with all pertinent information to the Superintendent on a Change of Status Form. [CCL, 6/19/13]

2. Consistent with Board policy and applicable law, seniority shall be considered if all factors are equal.

E. Involuntary Transfers

1. An involuntary transfer is defined as either:
 - a. An assignment made after June 1st without the affected employee's consent, or
 - b. A transfer made to another building without the affected employee's consent. [CCL, 6/19/13]
2. When involuntary transfers are necessitated the problem may be presented by the principal to the affected building staff in an effort to find a volunteer.
3. The Board shall notify the affected employee and the Association.

F. Voluntary Transfers

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

G. Extra and Co-Curricular Positions

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

4. Grant work associated with Alternative Education summer work is excluded from this provision and the bargaining unit.

ARTICLE XI: REDUCTION AND RECALL OF STAFF

- A. Before official action on reduction of teachers is taken by the Board, it will give notice of the contemplated action to the Association. As soon as the teachers to be laid off are known, a list of the affected teachers shall be given to the Association.
- B. In October and May of each year, the Board shall provide the Association with a current teacher seniority list and post same on teacher bulletin boards.
 1. The teacher's seniority date shall be the first day worked by contract.
 2. In the circumstance of more than one individual having the same seniority dates, a tie will be broken by applying the following criteria in the order listed; higher seniority shall be granted to a member with:
 - a. Contracted teaching experience in another district.
 - b. Substitute teaching experience in Potterville Public Schools.
 - c. Other substitute teaching experience.
 - d. The highest lottery number drawn at central office after discovery of the tie.
 3. The seniority list shall include the teacher's hire date, degree and employment status.
 4. Only members of the bargaining unit shall possess and accrue seniority within the bargaining unit.
 5. For purposes of this Agreement, seniority shall be defined as the amount of time continuously employed as a member of the bargaining unit.
 - a. Unpaid leaves of absence, except as provided elsewhere, do not accrue seniority.
 - b. Time spent on layoff shall continue to accrue seniority.
 6. Certification shall be defined as possessing a valid teaching certificate as recognized by the State of Michigan.
 7. For the purpose of this Agreement, qualified shall be defined at the elementary level as those teachers holding elementary certification. At the secondary level, qualified shall be defined as those teachers holding secondary certification and who possess the appropriate majors and/or minors. In grades 7-8 "qualified" shall be applied by assigning the teacher in the areas of his major and/or minor field of study with either elementary or secondary certification.
- D. The Board shall give notice of such layoff to the Association and to the affected employee(s).

- E. Upon recall from lay off, seniority and all other benefits under this Agreement shall be restored to the employee.
- F. In the event of a necessary reduction in staff, the Board may agree to grant requests for leaves of absence up to one (1) year irrespective of the employee's position on the seniority list. Any employee accepting certified contractual employment in another school district during the period of this leave of absence will no longer be considered an employee of the District.

ARTICLE XII: SPECIAL STUDENT PROGRAMS AND STUDENT DISCIPLINE

- A. The parties recognize that students having physical, mental and emotional problems may require special help. Teachers believing they have such students in the classroom may request help from special teachers to meet the needs of the students.
- B. Whenever the classroom teacher or the principal suspect that a student may require special services, they shall confer to determine what steps are appropriate to provide supportive help for the teacher and/or the student up to and through the IEPC process.
- C. No bargaining unit member shall be required to perform any self care activities or school health services as it pertains to medically fragile students outside of their qualification or certification.
- D. The Board recognizes its responsibility to give support and assistance to employees with respect to maintenance of control and discipline in the classroom.
- E. A teacher may exclude a pupil from a class period when the grossness of the offense, the persistence of the behavior, or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. The principal will be provided a written statement of the incident as soon as teaching duties allow.
- F. The Board may provide legal counsel to any employee assaulted while in the pursuance of his work.
- G. The employee shall suffer neither loss of time nor loss of salary as a result of any injury or assault while performing responsibilities in behalf of the district provided he is not adjudged negligent. This shall be in compliance with Article IX. A. 4.
- H. A written statement of current Board policy regarding the use of corporal punishment of students shall be distributed to all employees.

ARTICLE XIII: DISTRICT PLC TEAM

- A. Curriculum Council duties shall be assumed by the District PLC Team.
- B. Inservice Committee duties shall be assumed by the District School Improvement Team.
 - 1. The length of each inservice shall be one (1) full day. Inservice days shall begin at 8:00 and end no later than 3:00 p.m.

2. Professional Development (PD) days will consist of five (5) full days. The first two full days will be at the beginning of the school year and will be planned by the District PLC Team. Bargaining unit members who miss PD due to absences, appointments or coaching, must make up that PD time in a manner acceptable to the building principal.

ARTICLE XIV: PROFESSIONAL IMPROVEMENT

- A. The Board agrees in the value of professional development for approved professional conferences, workshops, and programs. Professional development opportunities shall be reviewed and approved by the District PLC Team.
- B. Application forms and expenditure guidelines will be made available at the beginning of each school year through the building principals.
- C. While the teacher attends said conferences, workshops or programs, he/she will receive his/her regular day's wages.

ARTICLE XV: PROFESSIONAL COMPENSATION

- A. The basic salaries of employees covered by this Agreement are set forth in Appendix I which is attached to and incorporated in this Agreement. The salary scale will increase by 0% for 2015-2016 and 2016-2017. The parties will reopen the contract to negotiate professional compensation only for 2017-2018.
- B. Steps shall be granted if the District's unassigned fund equity meets the following threshold amounts if the unassigned fund balance is 2% or greater, but less than 4%, eligible members will move one full step but the dollar amount increase given will be one-half (50%) of the dollar amount provided for a full step increase. If unassigned fund balance is 4% or greater, eligible members will move one full step and receive the full dollar amount provided for the full step increase. It is understood by both parties that a step earned is fully intact in subsequent years.
- C. Employees new to the district may be granted full credit on the salary schedule as set forth in Appendix I for experience acquired outside the district. For example, if an employee is given five (5) years of previous credit, the person will be placed on the fifth (5th) step; provided however, credit for experience acquired outside the District shall be reduced by the number of years PEA members have step freezes. As of June 30, 2015, the number of previous years PEA members have experienced step freezes is three: 2011-12, 2012-13, and 2013-14. A step freeze is defined as a school year in which eligible PEA members do not advance on the salary schedule for any reason.
- D. Compensation for extra duty assignments shall be paid as set forth in Appendix II which is attached to and incorporated in this Agreement.
- E. Teachers shall have the option of receiving salary in twenty (20) or twenty-four (24) bi-weekly pays. Determination for the following pay year must be filed with the payroll department by the last pay of the current pay year.

- F. Employees who perform noon hour supervision shall be compensated at the rate of \$10.00 per period.
- G. The Superintendent's office shall be notified in writing when a change in the employee's salary status is forthcoming. The notification shall take place at least 20 work days (M-F) except holidays, prior to the beginning of each semester. Official documentation, i.e. transcript or grade report card indicating successful course work completion must be presented to the Superintendent's office for verification before any movement on the pay scale will occur. This documentation must be received no later than six (6) weeks after the beginning of the semester and payment shall be retroactive to the beginning of that semester.

In no case shall an employee be moved up the salary schedule for course work commenced after the beginning of each semester, but upon receipt of official documentation, shall be moved at the beginning of the next semester.

- H. Semester credit hours or Degrees should be related to individual teaching field in order to receive additional steps (BA+18, BA+30/MA, BA+45/MA+15/Spec.). Any credit hours presently earned or Degrees presently held will be maintained. If in doubt about credit hours being related to individual teaching field, a joint committee consisting of: A) PEA President, B) PEA Building Rep., C) Superintendent, and D) Building Principal will make the final decision.
- I. The affirmative attendance policy shall be as follows. Teachers who use little or no sick leave time during the current school year shall receive the following compensation by June 30th:
 - 1. Zero (0) sick leave days used = \$200.00 or 1 additional personal business day
 - 2. One (1) or less sick leave days used = \$150.00
 - 3. Two (2) or less sick leave days used = \$100.00
 - 4. Three (3) or less sick leave days used = \$50.00
- J. If by mutual consent a teacher shall teach more than the normal teaching load as set forth in Article VI, he shall receive one-sixth (1/6) of his salary for the duration of the additional assignment.
- K. Teachers who substitute during their preparation period shall be compensated at the rate of \$20.00 per class period. (See Article VI., C., 6.)
 - 1. No regularly assigned teacher shall be used as a substitute teacher except in case of emergency. The failure of a substitute to arrive on schedule or the inability to secure a qualified substitute shall be considered an emergency.
 - 2. If a teacher substitutes twenty-five (25) minutes or less, he shall be compensated at half (1/2) the substitute rate. If a teacher substitutes more than twenty-five (25) minutes, he shall be compensated at the full substitute rate.
 - 3. A teacher may volunteer to fill in for a colleague for no compensation.

4. Teachers who substitute during their preparation period shall have the option of accumulating five (5) of these periods per semester and requesting one (1) release day for their effort. Only one (1) day can be taken per semester and only two (2) release days can be taken on any one (1) calendar day and must be requested five (5) days in advance. Once five (5) substitute hours are accumulated, the release day can be taken in the immediately following semester, but not in any semester thereafter.
- L. When a bargaining unit member serves as a substitute for an administrator, he/she shall be compensated at his/her normal salary, plus an additional two (2) hours of pay at the extra-duty rate of \$20.00 per hour.
- M.
 1. Upon retiring (under the school employees retirement system) from the District, a teacher who has taught ten (10) years for the Potterville Public Schools shall be compensated for any unused accumulated sick leave at the rate of \$45.00/day.
 2. Upon leaving the District for any other reason, a teacher who has taught ten (10) years for the Potterville Public Schools and who was initially hired prior to July 1, 1989, shall be compensated for any unused accumulated sick leave at the rate of \$20.00/day.
- N. In situations where teachers perform duties (beyond normal instructional responsibilities) which go beyond the normal work day (excluding those duties for which the teacher is being compensated on the extra-duty schedule or elsewhere by contract), and when such work is requested and approved by the Administration; then the teacher shall receive equal compensatory time off or be paid \$20.00/per hour in lieu of compensatory time. Said time will be taken at times mutually agreeable.

ARTICLE XVI: INSURANCE PROTECTION

- A. Health Care: Association chooses carrier, plan and plan parameters. Employer shall pay the maximum health insurance cap contribution levels as provided by PA 152 of 2011, including the statutory increases to those respective cap amounts.

There shall be no sharing of District premium contributions (i.e., no "smoothing") between bargaining unit members.

Employee paid insurance premium contributions shall cover the plan year of July 1 through the following June 30, and will be divided equally between the first twenty (20) pays of the school year. Employees new to the school district at the beginning of the school year will only be charged for ten (10) months of insurance (September to June). Employees selecting insurance coverage who are hired after the beginning of the school year will only be responsible for premium contributions beginning the month when coverage begins.

- B. Employees selecting Plan B shall receive the listed insurance benefits plus \$100.00 each calendar month in cash-in-lieu. The anticipated full amount of \$1200.00 for each employee opting for cash-in-lieu will be equally divided for the school year and paid on the first twenty pay dates. For teachers new to the district, the amount will be calculated to incorporate their first year in the district (typically for 10 months, September through

June, \$1000.00, prorated if hired after the beginning of the school year). The District and Association shall mutually agree upon a plan to comply with IRS Section 125 requirements.

- C. When husband and wife are both members of the bargaining unit, one shall be eligible for Plan A and the other shall be eligible for Plan B.
- D. Payroll deductions will be available to the employee for all MEA programs as listed on the MESSA application forms and the Eaton County Educational Employees Credit Union.
- E. All district paid insurance premiums end August 31 if a bargaining unit member is not to return the following school year.
 - 1. When necessary, premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
 - 2. In instances where the cost of coverage exceeds the amount of subsidy, the Board shall make provisions for the excess to be payroll deductible.
 - 3. In the case of a bargaining unit member that will not be returning for the following school year, if s/he wishes to maintain insurance coverage between July 1 and August 31, s/he shall make arrangements with the district to prospectively or concurrently pay contractually negotiated insurance premium contributions.
- F. Part-time employees shall receive a pro-rated portion of fringe benefits.
- G. At the beginning of each school year, and thereafter upon request, the business office shall provide employees information on all insurance programs funded by the Board.

Applications and re-enrollment forms will be readily available at the fall staff orientation meeting and thereafter at the business office during normal office hours.

Eligible employees shall be responsible to take appropriate forms and return complete applications and/or re-enrollments during the established open enrollment period(s) in order to be eligible for insurance. Upon request, the business office will provide employees with claim forms and reasonable assistance in making proper application and/or re-enrollment for insurance programs.
- H. All payroll deductions made pursuant to this Article and Board paid option benefits will be transmitted in a timely manner or as required by the carrier or agency.

ARTICLE XVII: CONTINUITY OF OPERATION

- A. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- B. Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or other unforeseen conditions (for example but not limited to, heating

or water problems, road conditions, contagious health conditions, or other problems that may arise).

When schools are closed to all students due to the above conditions, employees shall not be required to report to work. If all students are released early due to any of the above problems, a proportionate number of each building staff will be required to stay while supervision is needed. The ratio of staff members to students in these circumstances will be one teacher for every 50 students. Teachers required to stay will be compensated with extra duty pay above and beyond time from the normal teacher work day. Each school year, building principals will generate and update a list of staff members who are readily available to fulfill this duty in the event of an emergency. If employees inadvertently report to work when school is closed, they will not be expected to remain at work.

In the event an employee has requested sick or personal business leave when school is closed for the above reasons, he shall suffer neither loss of leave time or loss of salary.

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

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

ARTICLE XVIII: NEGOTIATIONS PROCEDURES

- A. On or before March 1, immediately preceding the expiration of this Agreement, either party may initiate negotiations for a successor Agreement.
- B. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party and each may select its representatives from within or outside of the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that

their representative shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made unless executed in writing between the parties and the same ratified by the Board and the Association.
- D. Should any Article, Section or supplement to this Agreement be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance shall not be effected thereby, the parties shall enter into immediate negotiations for the purpose of replacing such Article or Section.
- E. All negotiations shall take place after school hours.
- F. A joint committee of representatives of the Board and the Association shall meet upon the request of either party for the purpose of discussing issues related to the maintenance of this contract.

ARTICLE XIX: MISCELLANEOUS PROVISIONS

- A. There shall be four (4) signed copies of the final Agreement. One (1) copy shall be retained by the Board, one (1) by the Superintendent and two (2) by the Association.
- B. Copies of this Agreement shall be published by the Association within sixty (60) days of the reaching tentative agreement. The cost of printing shall be shared equally by the Board and the Association, with the District's contribution not to exceed \$250.00 total. Copies of the Master Agreement between the Eaton County Education Association and the Pottersville Board of Education shall be presented to all employees now employed and hereafter employed by the Board.
- C. Probationary and Tenure Contracts as used in hiring new employees, are attached to and incorporated in this Agreement as Appendices IV and V respectively.
- D. Individual employment contracts shall be issued within thirty (30) days of the conclusion of negotiations between the parties, or by September 30, whichever comes later.
- E. This contract shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of the negotiated contract that has been entered into covering the same school year as the said individual teacher contracts cover. The provisions of this contract shall be incorporated into and be considered part of the established policies of the Board.
- F. An emergency financial manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4. This provision is included in this Agreement because its inclusion is required by state law. In the event that the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4 is repealed and/or reversed in whole or part, this provision shall be null and void.

- G. Teachers shall be allowed to wear Association t-shirts and buttons as long as it does not cause substantial disruption at school.

ARTICLE XX: JOB SHARING

- A. It is agreed between the parties that the Master Contract shall be modified to allow for the employment of bargaining unit members in job sharing positions.
- B. For purposes of this Agreement, job sharing shall be considered a partial leave of absence for full time personnel.
- C. The parties agree that job sharing arrangements shall be restricted to two (2) bargaining unit members sharing one (1) full time position.
 - 1. Agreement to share a full time job assignment shall commit the bargaining unit member(s) for not more than one (1) year and shall expire with the last workday of each school year.
 - 2. The bargaining unit member(s) shall have the options of renewing the established job sharing assignments, creating another job sharing assignment or returning to a position equivalent to that held previous to the job sharing assignment.
 - 3. While involved bargaining unit member(s) may choose the assignment to be shared, it is expressly understood that upon dissolution of the shared assignment the more senior bargaining unit member shall retain incumbent assignment rights and the junior bargaining unit member shall be considered displaced.
 - 4. The junior bargaining unit member shall have the right to displace the bargaining unit member with the least district-wide seniority provided he has the necessary certification and qualification.
 - 5. Should the junior bargaining unit member not possess the necessary seniority and certification to effect paragraph 4 above, he shall have the option of creating another job sharing assignment or be subject to layoff.
- D. Job sharing plans shall be worked out with the respective principals. Job sharing requests must be submitted for approval to the principal, Superintendent and the Association by May 1 each year. The May 1 requirement may be waived when such waiver is to the mutual benefit of the parties. All job sharing requests may or may not be approved in the full discretion of the Superintendent.
- E. In order to establish a shared job assignment, the involved bargaining unit members shall:
 - 1. Discuss the proposal with the Principal.
 - 2. Schedule the work time and designate the responsibility of each for the workload, i.e. 2½ days on, 2½ days off; mornings and afternoons; first semester, second semester, class hours, etc.

3. Provide a brief description of how the assignment responsibilities are to be shared.
 4. Provide a brief description of the process to be used in communicating with the immediate supervisor.
 5. Secure the approval of the request by the principal and submit the request to the Superintendent and the Association on a change of status form.
- F. Bargaining unit members in a shared job assignment shall substitute in the other's absence whenever possible, at the standard substitute rate.
 - G. Bargaining unit members in a shared job assignment shall accrue seniority and salary schedule credit as if employed full time.
 - H. Bargaining unit members in a shared job assignment shall receive the pro-rata share of salary which reflects the fraction of time the position is shared and as in Appendix I of the Master Contract.*
 - I. Sick leave and personal leave shall accrue and be credited as provided in Article IX.
 - J. Bargaining unit members in a shared job assignment shall receive fringe benefits on a pro-rata basis in accordance with Article XVI of the Master Agreement.
 - K. Employment in a job sharing position is subject to the terms and conditions outlined in this Article and the Master Contract negotiated between the Board and the Association.

***NOTE:**

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

ARTICLE XXI: SCHOOL IMPROVEMENT PLANS

- A. In the event that any provision(s) of a School Improvement Plan (SIP) or application thereof violates, contradicts or is inconsistent with the Agreement, the Agreement shall prevail.
- B. Any provision(s) of a SIP or applications thereof affecting the wages, hours and/or other terms and conditions of employment, or the impact of any wages, hours and/or other

terms and conditions of employment of any bargaining unit member must be by mutual agreement of the Board and the Association prior to being implemented.

- C. Individual participation in the SIP and/or School Improvement Team (SIT) shall be voluntary.
- D. The Association shall appoint representatives to the District Level SIT.

ARTICLE XXII: DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2018. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

The parties agree to reopen negotiations for professional compensation only for 2017-2018.

POTTERVILLE EDUCATION ASSOCIATION, MEA/NEA

BY: _____
President

BY: _____
Chairman, Negotiations Committee

POTTERVILLE BOARD OF EDUCATION

BY: _____
Superintendent

BY: _____
President of the Board

APPENDIX I - SALARY SCHEDULE INDEX

<u>STEP</u>	<u>BA</u>	<u>BA + 27</u>	BA + 45 <u>MA</u>	SPEC. BA +67 <u>MA + 22</u>
0	1.00000	1.05000	1.10000	1.15000
1	1.05900	1.10900	1.15900	1.20900
2	1.11800	1.16800	1.21800	1.26800
3	1.17700	1.22700	1.27700	1.32700
4	1.23600	1.28600	1.33600	1.38600
5	1.29500	1.34500	1.39500	1.44500
6	1.35400	1.40400	1.45400	1.50400
7	1.41300	1.46300	1.51300	1.56300
8	1.47200	1.52200	1.57200	1.62200
9	1.53100	1.58100	1.63100	1.68100
10	1.59000	1.64000	1.69000	1.74000
11	1.64900	1.69900	1.74900	1.79900
12	1.70800	1.75800	1.80800	1.85800
13	1.76700	1.81700	1.86700	1.91700
14-18	1.81400	1.86500	1.91700	1.96800
19+	1.84500	1.89700	1.94900	2.00200

One (1) percent for Specialist

APPENDIX I – 2015-2016 and 2016-2017 SALARY SCHEDULE

The 2015-2016 and 2017-2018 salary schedule will remain the same as the 2014-2015 salary schedule. For 2015-2016 and 2016-2017, steps shall be granted if the District’s unassigned fund equity meets the following threshold amounts: if the unassigned fund balance is 2% or greater, but less than 4%, eligible members will move one full step but the dollar amount increase given will be one-half (50%) of the dollar amount provided for a full step increase. If unassigned fund balance is 4% or greater, eligible members will move one full step and receive the full dollar amount provided for the full step increase. It is understood by both parties that a step earned is fully intact in subsequent years.

<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>BA+30</u> <u>MA</u>	<u>BA+45</u> <u>MA+15 - SPEC.*</u>
0	30,381	31,900	33,419	34,938
1	32,173	33,693	35,212	36,731
2	33,966	35,485	37,004	38,523
3	35,758	37,277	38,797	40,316
4	37,551	39,070	40,589	42,108
5	39,343	40,862	42,381	43,901
6	41,136	42,655	44,174	45,693
7	42,928	44,447	45,966	47,486
8	44,721	46,240	47,759	49,278
9	46,513	48,032	49,551	51,070
10	48,306	49,825	51,344	52,863
11	50,098	51,617	53,136	54,655
12	51,891	53,410	54,929	56,448
13	53,683	55,202	56,721	58,240
14-18	55,111	56,661	58,240	59,790
19+	56,053	57,633	59,213	60,823

One (1) % for Specialist.

APPENDIX II: EXTRA DUTY ASSIGNMENTS

The negotiated Step 0, BA salary is to be used to calculate the following percentages for base pay. District employed teachers who accept Schedule B assignments that have a stipend amount above \$1000.00 for a single assignment may elect the option of having the stipend for that activity spread over the payroll schedule s/he has elected (20 or 24 pays) for the school year. Such district employed teachers may elect to have a lump sum payment for their activity at the conclusion of that seasonally scheduled activity. Assignments that pay under \$1000.00 will only be paid in one lump sum payment on the first payroll date in June.

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

BASE PAY

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

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

* Hire an additional coach if more than 30 students.

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

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

Senior Class Advisor (Max. 2)	2.0%
Junior Class Advisors (Max. 2)	2.0%
Sophomore Class Advisor	2.0%
Freshmen Class Advisor	2.0%
(If one person is hired for a class advisor, he/she shall receive an additional .4% of Step 0, BA salary.)	
Book Club Advisor	2.0%
Quiz Bowl Advisor	2.0%
Middle School Student Council Advisor	2.0%
Gifted and Talented Coordinator	2.0%
5th Grade Camp Coordinator	2.0%
Youth Advisory Council	2.0%
PAL Advisor	2.0%
Mentor	1.0%
Science Olympiad (Max.2)	2.0%

CONTINUING TENURE DOES NOT APPLY TOWARDS EXTRA-DUTY ASSIGNMENTS.

APPENDIX III: 2015-2016 & 2016-2017 CALENDAR

2015-2016 Pottersville School Calendar

180 Teacher Days

175 Student Days

School Calendar

Professional Development-No School	September 2 and 3
Labor Day Break-No School	September 4- September 7
1st Day for Students	September 8
Parent Conferences	October 20
Parent Conferences	October 21
Parent Conferences – Half Day for All Students: EL, MS, HS & CAP	October 22
No School for All Students: EL, MS, HS & CAP	October 23
End of First Marking Period	November 6
Thanksgiving Break	November 25-27
Holiday Break	December 21-January 1
Classes Resume	January 4
Professional Development-No School for All Students: EL, MS, HS & CAP	January 18
Half Day for All Students: EL, MS, HS & CAP	January 26
Professional Development p.m. for Staff	January 26
Half Day for All Students: EL, MS, HS & CAP	January 27
Professional Development p.m. for Staff	January 27
End of Semester	January 27
Winter Break	February 12-15
School Resumes	February 16
End of Third Marking Period	March 25
Parent Conferences	March 29
Parent Conferences	March 30
Half Day for All Students: EL, MS, HS & CAP	March 31
No School for All Students: EL, MS, HS & CAP	April 1
Spring Break	April 4-8
Professional Development-No School for All Students: EL, MS, HS & CAP	April 11
SAT Testing/PD-No School for all Students: EL, MS, HS & CAP	April 12
School Resumes	April 13
Memorial Day Break-No School	May 27-30
Half Day for All Students: EL, MS, HS & CAP	June 14
Half Day for All Students: EL, MS, HS & CAP	June 15

Parent- Teacher Conferences

Evening Conferences K-12	October 20 and 21
Afternoon Conferences K-12	October 22
Evening Conferences K-12	March 29 and 30

School start/end times for the 2015-2016 School Year:

Full-Day School Time: 8:00am to 2:54pm

Half-Day School Time: 8:00am to 11:00am

2016-2017 Pottersville School Calendar
185 Teacher Days 180 Student Days

School Calendar

Professional Development-No School	August 25 and 26
Labor Day Break-No School	September 2 - September 5
1st Day for Students.....	August 29
Parent Conferences	October 11
Parent Conferences	October 12
Parent Conferences – Half Day for All Students: EL, MS, HS	October 13
No School for All Students: EL, MS, HS	October 14
End of First Marking Period	November 4
Thanksgiving Break	November 23-25
Holiday Break	December 23-January 6
Classes Resume	January 9
Professional Development-No School for All Students: EL, MS, HS	January 16
Half Day for All Students: EL, MS, HS	January 26
Professional Development p.m. for Staff	January 26
Half Day for All Students: EL, MS, HS	January 27
Professional Development p.m. for Staff	January 27
End of Semester	January 27
Mid-Winter Break	February 20
School Resumes	February 21
Parent Conferences	March 15
Parent Conferences	March 16
Half Day for All Students: EL, MS, HS	March 17
End of Third Marking Period	March 30
No School for All Students: EL, MS, HS	March 31
Spring Break	April 3-7
Professional Development-No School for All Students: EL, MS, HS	April 10
SAT Testing/PD-No School for all Students: EL, MS, HS	April 11
School Resumes	April 12
Memorial Day Break-No School	May 26-29
Half Day for All Students: EL, MS, HS	June 14
Half Day for All Students: EL, MS, HS	June 15

Parent- Teacher Conferences

Evening Conferences K-12 (5pm to 8pm)	October 11 and 12
Afternoon Conferences K-12 (12:30pm to 3pm)	October 13
Evening Conferences K-12 (5 to 8pm)	March 15 and 16

School start/end times for the 2016-2017 School Year:

Full-Day School Time: 8:00am to 2:43pm
 Half-Day School Time: 8:00am to 11:00am

APPENDIX IV: TEACHER'S PROBATIONARY CONTRACT

THIS AGREEMENT MADE THIS _____ day of _____, 20____ between Potterville Public Schools of Eaton County, State of Michigan, hereinafter called the school district, and _____ (hereinafter called the teacher).

WITNESSETH: Said teacher being certified to teach in the elementary/secondary public school in the State of Michigan, hereby contracts with said school district to teach in the elementary/secondary school for the school year 20__, commencing _____ and ending _____ and said district hereby contracts to hire said teacher as in here set forth on a probationary basis as provided by the Tenure Act (Act 4, P.A. Extra Sessions, 1937) as amended, in consideration for which said school district will pay to said teacher the sum of _____ dollars (\$_____), payable according to the Master Agreement.

The services of the teacher shall consist of teaching in the Public Schools of said school district. The teacher is subject to the policies, rules, and regulations of the Board of Education and the general school laws of the State of Michigan, and to assignment and transfer at the discretion of the Superintendent of Schools and the Board of Education, and to such terms and conditions as are specified in the Master Agreement (heretofore negotiated) by and with the Potterville Education Association.

This contract may be terminated by the Board of Education prior to its stated expiration date pursuant to a general reduction in teaching staff made necessary, in the absolute discretion of the Board of Education, by the financial condition of the Potterville Public Schools.

For the Board of Education

Member

Member

Member

Member

Superintendent of Schools

SUMMARY OF SALARY

Base Salary \$ _____

Extra duties - Not under Tenure

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total \$ _____

Signature of Teacher

APPENDIX V: TEACHER'S CONTINUING CONTRACT

THIS CONTINUING CONTRACT made this ____ day of _____ 20____, between the Board of Education of Potterville of Eaton County, State of Michigan (hereinafter called the Board) and _____ (hereinafter called the teacher).

WITNESSETH: That said teacher being certificated to teach in the Public Schools in said County and State and having met the requirements of the Michigan Teachers Tenure Act being Act IV of the Public Acts of the State of Michigan (extra session) for the year 1937 as defined in said Act for continuing tenure, hereby contracts with said Board for the school year of ____ days commencing the ____ day of 20____, and said Board hereby contracts to hire the said teacher _____ such appointment to continue in full force and effect as provided in the policies and the rules and regulations of said Board and until the said teacher resigns, elects to retire, or is dismissed in accordance with the provisions of the Michigan Teachers Tenure Act.

For and in consideration of such service for the school year as herein set forth, the said Board will pay to said teacher the sum of _____ dollars (\$ ____) to be paid according to the Master Agreement.

Said teacher annually, so long as employed by said Board, shall receive a supplementary contract stating the salary for the ensuing school year to which said teacher is entitled under the rules and regulations of said Board.

This contract shall be subject to all written Board policies and the terms of the Master Agreement (now in effect) both of which are herein incorporated by reference.

Said teacher shall be subject to assignment and transfer at the discretion of the Superintendent of Schools, or the said Board, except as the same may be modified by the Master Agreement. The services of said teacher shall consist of teaching in the Public Schools of the school district administered by said Board and shall not be required to perform any other services not connected with the public schools.

This contract may be terminated by the Board of Education prior to its stated expiration date pursuant to a general reduction in teaching staff made necessary, in the absolute discretion of the Board of Education, by the financial condition of the Potterville Public Schools.

IN WITNESS WHEREOF the parties hereto have respectfully set their hands and seals the date and year above written.

<p>_____ Member</p> <p>_____ Member</p> <p>_____ Member</p> <p>_____ Member</p> <p>_____ Superintendent of Schools</p>	<p>SUMMARY OF SALARY</p> <p>Base Salary \$ _____</p> <p>Extra duties - Not under Tenure</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>Total \$ _____</p> <p>_____ Signature of Teacher</p>
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APPENDIX VI: GRIEVANCE REPORT FORM

DISTRIBUTION OF FORM

POTTERVILLE PUBLIC SCHOOLS

- 1. Grievant
- 2. Principal/Supervisor
- 3. Association
- 4. Superintendent

Grievance # _____
School _____

LEVEL II

A. Date cause of grievance occurred: _____

B 1. Statement of Violation: (Within 5 working days of oral response from principal):

2. List sections of subsections of contract violated: _____

3. Relief Sought: _____

Date

Signature of Grievant and/or Association

Receipt acknowledge:

Date

Signature of Principal or Supervisor

C. Disposition of Supervisor or Principal: (Within 5 working days from receipt of written grievance)

Date

Signature of Principal or Supervisor

Receipt acknowledge:

Date

Signature of Grievant and/or Association

D. Position of Grievant and/or Association: (5 working days to send to Superintendent)

Date

Signature of Principal or Supervisor

LEVEL III

A. Date received by Superintendent or Designee: _____

B. Date set for Grievant and/or Association to meet with the Superintendent (within 7 working days from receipt of grievance): _____

C.. Disposition of Superintendent or Designee (within 5 working days after meeting between parties): _____

Date

Signature of Superintendent or Designee

Receipt acknowledge:

Date

Signature of Grievant and/or Association

D. Position of Grievant and/or Association (5 working days to send to the Board of Education, Board Committee or Designee): _____

Date

Signature of Grievant and/or Association

LEVEL IV

- A. Date received by the Board of Education, Board Committee or Designee:

- B. Date set for meeting between Board and Grievant and/or Association (within 20 working days for the full Board; within 10 working days for the Board Committee):

- C. Disposition of Board or Board Committee (within 5 working days of the meeting between the Board and the Grievant and/or Association).

Date _____
Signature of Board or Designee

Receipt acknowledge:

Date _____
Signature of Grievant and/or Association

- D. Position of Grievant and/or Association (5 working days to agree on arbitrator). .

Date _____
Signature of Grievant and/or Association

LEVEL V

- A. Date submitted to Arbitration: _____
- B. Date for Arbitration: _____

Date _____
Signature

LETTER OF AGREEMENT

between

Pottersville Board of Education

and

ECEA/PEA, MEA/NEA

Regarding: The Elementary and Secondary Education Act (No Child Left Behind)

1. By the end of the 2005-06 school year teachers must meet the standards as established by the "highly qualified" requirements under NCLB.
2. The District will take no action to comply with NCLB which would violate the PEA collective bargaining agreement.
3. Teachers shall only be given new assignments for which they are highly qualified. If the District has no other recourse, the affected teacher will be given the first vacancy he/she applies for provided he/she is highly qualified for the position. This paragraph supersedes vacancy, transfer, layoff and recall provisions of this Agreement.
4. A Teacher who is not highly qualified as of the end of 2005-06 school year for his/her teaching assignment shall be granted the first vacancy he/she applies for provided he/she is highly qualified for the vacancy. If there is no vacancy for which the teacher is highly qualified, said teacher shall be treated under the Layoff & Recall provisions of this Agreement as if his/her current position has been eliminated.
5. School Improvement Plans as required by NCLB, which may affect the wages, hours or working conditions of teachers shall be submitted to the appropriate representatives for bargaining.
6. A NCLB-AYP Committee shall be established. If the need for this committee occurs, it will be composed of 3 administrators appointed by the Superintendent, 3 teachers appointed by the Association President, and the Superintendent.
7. For teachers still needing to become highly qualified, a HQ Review Board (HQRB) shall be established to conduct an assessment of the option elected and pursued by a teacher. The HQRB shall be composed of four (4) members; two (2) administrators appointed by the Superintendent and two (2) teachers appointed by the Association. The HQRB shall determine whether a teacher has become "highly qualified" by meeting one (1) of six (6) available options (Test Option, Graduate Degree/30 credit hours Option, National Board Certification Option, 3 years and 18 Credit Hours Option, 3 Years and 90 contact hours/6 semester hours Option, Portfolio Assessment Option).
8. Compensation for serving on NCLB-AYP or HQRB will be provided if NCLB provides dollars which can be used for this purpose provided the time is not being counted as PD time. Pay will be at the rate of \$20/hr. if outside the teachers work day.
9. Teachers will be reimbursed for the cost of taking tests to become highly qualified. Only one reimbursement per subject area. Compensation provided once (when the test is passed). This policy is retroactive to June 2004.

_____	_____
For the Board	Date
_____	_____
For the PEA	Date