

**AGREEMENT**

between the

**POSEN BOARD OF EDUCATION**

and the

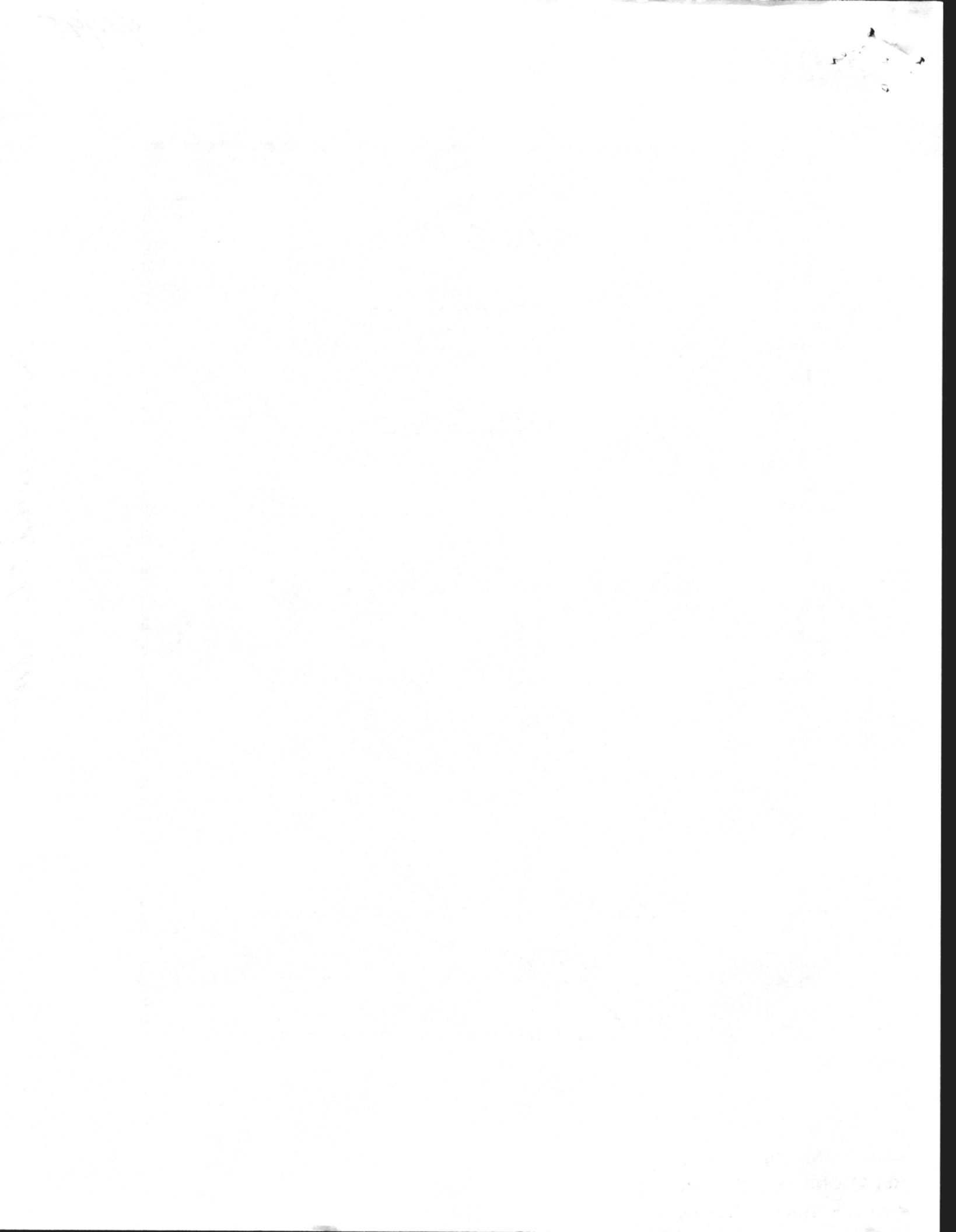
**NORTHERN MICHIGAN EDUCATION  
ASSOCIATION**

**MEA/NEA**

**POSEN, MICHIGAN**

**1995-96, 1996-97, 1997-98**

*Posen Consolidated Schools*



## TABLE OF CONTENTS

	Page
ARTICLE 1 RECOGNITION .....	1
ARTICLE 2 BOARD RIGHTS CLAUSE .....	2
ARTICLE 3 PROFESSIONAL COMPENSATION .....	3
ARTICLE 4 TEACHING HOURS AND CONDITIONS.....	4
ARTICLE 5 TEACHING LOADS AND ASSIGNMENTS.....	6
ARTICLE 6 LEAST RESTRICTIVE ENVIRONMENT.....	8
ARTICLE 7 TWO-WAY INTERACTIVE TELEVISION.....	10
ARTICLE 8 POSEN STUDENTS ATTENDING OTHER SCHOOLS .....	11
ARTICLE 9 TEACHER EVALUATION.....	12
ARTICLE 10 PROTECTION OF TEACHERS.....	14
ARTICLE 11 GRIEVANCE PROCEDURE AND ARBITRATION.....	15
ARTICLE 12 NEGOTIATIONS CLAUSE.....	19
ARTICLE 13 POLICIES GOVERNING SALARIES .....	20
ARTICLE 14 PERSONNEL POLICIES/LEAVES .....	26
ARTICLE 15 LAYOFF/RECALL.....	34
ARTICLE 16 AGENCY SHOP.....	36
ARTICLE 17 AGREEMENT.....	38
ARTICLE 18 NON-DISCRIMINATION.....	39
ARTICLE 19 SCHOOL IMPROVEMENT.....	40
ARTICLE 20 NO-STRIKE.....	41
ARTICLE 21 NO REPRISAL.....	42
ARTICLE 22 MENTOR TEACHERS.....	43
ARTICLE 23 SALARY SCHEDULE .....	45
ARTICLE 24 SCHOOL CALENDAR .....	50

## ARTICLE 1

### RECOGNITION

- 1.1 The Board hereby recognizes the Northern Michigan Education Association, MEA/NEA as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 amended for all certified regular full-time and part-time teachers under contract including librarians and counselors in the Posen Consolidated District #9, but excluding administrators, supervisors, and all other employees of the District.
- 1.2 The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Northern Michigan Education Association in the bargaining unit as above defined, and references to male teachers shall include female teachers.
- 1.3 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



## ARTICLE 2

### BOARD RIGHTS CLAUSE

- 2.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves onto itself, with limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by county, district, or local laws or regulations or by the laws of the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:
- A. To the executive management and administrative control of the school system and its properties and facilities;
  - B. To hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
  - C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
  - D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
  - E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and the terms and conditions of employment.
- 2.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and the regulations, laws, and Constitutions of the State of Michigan and the United States.

## ARTICLE 3

### PROFESSIONAL COMPENSATION

- 3.1 The salaries of the teachers covered by this Agreement are set forth in Article 23, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- 3.2 Salary schedule is based on the number of teacher work days as indicated in Article 24 (school calendar).
- 3.3 A teacher's daily rate shall be determined by dividing the teacher's base pay by the actual number of teacher work days scheduled.
- 3.4 As a result of a field trip, teachers whose classes will not meet or have been reduced significantly in number will be available for other teaching assignments or library supervision.
- 3.5 All teachers shall be required to attend (unless excused by building principal) a maximum of two school functions without additional compensation. The Board shall give teachers two weeks advance notice of said functions.
- 3.6 If school is closed due to Acts of God (as defined by the State Department of Education - Child Accounting), teachers will not be required to report for work and shall suffer no loss in pay. Such days shall be made up if so required by laws of the State of Michigan, and if those laws are not deemed invalid by a court of competent jurisdiction.
- 3.7 After each of the first three (3) times tardy, a teacher shall be spoken to (warned) by the administration. Commencing with the fourth (4th) and succeeding tardiness, the teacher shall be docked (deducted from pay) two dollars and fifty cents (\$2.50) for the first fifteen (15) minutes (8:00 o'clock a.m. to 8:15 o'clock a.m.). If late for the first period (8:15) an additional pro-rated amount of the teacher's daily pay shall be deducted and for each succeeding period late according to Article 3, Section 3.3, page 3.

## ARTICLE 4

### TEACHING HOURS AND CONDITIONS

- 4.1 The teacher's normal teaching day (hours) in the Posen Consolidated School shall be as follows:
- A. Teachers shall check in no later than 8 a.m.
  - B. Teachers shall be at assigned place of duty at 8:15 a.m.
  - C. Teachers will leave school no earlier than 3:15 p.m. (In no case shall teachers leave before all buses have left the school grounds.)
- 4.2 The Board recognizes the principle of a standard forty-hour work week, exclusive of lunch, and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of any school building.
- 4.3 Teachers will not leave their classes unattended when a class is present; however, if circumstances make it necessary for a teacher to leave the room while the class is present, he/she shall make arrangements with an adult supervisor or another teacher to attend the class during his/her absence. A teacher will not be reprimanded if he/she occasionally needs to go to another room for supplies. This should not be a daily occurrence and should not require a teacher to be out of the room for more than two minutes.
- 4.4 All teachers shall be entitled to a duty-free uninterrupted lunch period, in no event less than 30 minutes.
- 4.5 The Board shall make available in each school a lounge, restrooms, and lavatory facilities exclusively for adult school personnel. The Board will allow the Union to install a telephone, in its own name and at its own expense, for Association members' use only. The Association shall indemnify the Board for any expense for said telephone.
- 4.6 Teachers will be paid 26 cents per mile when they use their own vehicle for travel required by the superintendent, administration or Board of Education on official school business.

- 4.7 Teachers will comply with reasonable rules, regulations, and directives from time to time adopted by the Board of Education or its representatives which are not inconsistent with the provisions of this Agreement.
- 4.8 The Board of Education agrees, at all times, to the best of its ability to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call before 6:45 o'clock a.m. to report unavailability for work each day of the illness. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. If the teacher should report for work after a substitute has been secured, the teacher will be sent home with loss of pay for that day.
- 4.9 Teachers may be asked to substitute during their planning period provided that all reasonable efforts to secure a substitute have been exhausted. Pay would be a pro-rated amount according to the number of periods scheduled during the day. This pay would be determined by dividing the teacher's base pay by the actual number of teacher work days scheduled. Substitution will not exceed five (5) consecutive school days.
- 4.10 The superintendent may call general staff meetings at his discretion. Twenty-four (24) hours advance notice will be provided when possible. General staff meetings will not exceed the total of nine meetings per year, excluding preschool meetings, unless due to emergencies or urgent matters. Building meetings will be held at 8:00 a.m. (if feasible) at the discretion of the building principal, but shall not normally exceed two (2) meetings per month.
- 4.11 Contract negotiations will normally be after school hours. However, they may occur during school if superintendent can so arrange without disturbing the school program.
- 4.12 The Association and its representatives, upon request to the building principal, shall be assigned a room whereby the Association may transact its business. School facilities will only be made available for the above use when a custodian is on duty and not during the regular scheduled school day.

ARTICLE 5

TEACHING LOADS AND ASSIGNMENTS

- 5.1 Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- 5.2 Each full-time teacher in the junior and senior high will have a preparation period free from students equal in length to their classroom instruction periods. Teachers assigned four (4) periods of classroom instruction in a six period day shall have a preparation period equal to two-thirds of a classroom period. In the event of a seven period day teachers assigned four (4) periods of classroom instruction shall have four-sevenths (4/7) of a preparation period. Teachers assigned five (5) periods of classroom instruction in the event of a seven period day shall have five-sevenths (5/7) of a preparation period. Teachers assigned three (3) hours or less shall not receive a preparation period.
- 5.3 Normally elementary teachers' weekly planning time will be equal in length to the weekly preparation time in the junior and senior high.
- 5.4 Recommended size of classes:  
Whenever feasible under the circumstances (availability of facilities and financial resources) the maximum number of pupils per teacher shall be as follows:
- A. Kindergarten and elementary grades..... 30 pupils
  - B. English, Social Studies, Mathematics,  
Science, Language, Business, General  
Education and Health Education,  
Personal & Family Living ..... 25 pupils
  - C. Industrial Arts, Drafting, Vocational  
Shop, and Homemaking ..... 20 pupils
  - D. Typing..... 30 pupils
  - E. Physical Education ..... 40 pupils

The Board reserves the final decision regarding class size.



5.5 The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, etc., are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board reserves the final decision regarding the selection and purchase of textbooks, teaching aids, and school supplies.

5.6 To fill any vacancies the Board of Education will post the vacancy and consider the qualifications of members of the immediate staff if they so apply. If more than one teacher from the immediate staff applies and meets all qualifications, placement will be done by seniority.

5.7 **Extra-curricular Vacancy**

To fill any extra-curricular vacancy, the Board of Education will post the vacancy and will place a bargaining unit member or a person with a background in education in the position, if they qualify and if they so apply. The Board will provide justification in writing for not hiring a person with a background in education. If more than one teacher from the immediate staff applies and meets all qualifications, placement will be done by seniority.

## ARTICLE 6

### LEAST RESTRICTIVE ENVIRONMENT

- 6.1 The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in regular education programs and services involve considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). Although it is agreed that the handicapped student's participation and right to participate in regular education programs and services cannot be affected by this agreement, the District does agree to consider how the handicapped student's placement will affect teachers when determining the handicapped student's placement.
- 6.2 Further, the parties recognize that whether any handicapped student's participation in regular education programming can be achieved satisfactorily will depend upon the multiplicity of factors including, most notably, proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular educational personnel (e.g., training regarding the teaching/training of the handicapped student in the regular education classroom, access to consultative special education personnel and provisions for support personnel) and the reasonableness of the demands placed on the regular education classroom personnel (and the nonhandicapped students in those regular education classrooms).
- 6.3 **IEPC Participation**  
Any bargaining unit member who may be providing instructional or other services to a handicapped student in a regular education classroom setting may be invited, in writing, to participate in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. A substitute shall be provided for any teacher so involved.
- 6.4 **Calling IEPC**  
If any bargaining unit member, in writing, advises the District of a reasonable basis to believe that a handicapped student's current IEPC report is not meeting the student's unique needs as required by law, the District shall forthwith call an IEPC. The member so advising the District shall be invited to, and attend, the IEPC.

- 6.5 Except in life-threatening or extenuating circumstances with contact by the Administration with the Association President, no member shall be required to perform medical(excluding doctor prescribed medicine), hygienic or other non-instructional procedures for students such as, but not limited to, medical appliances, diapering, or attending to any personal hygiene or medical need(s) of the student(s).
- 6.6 No bargaining unit member who is not certified in special ed shall be evaluated in writing based on his/her performance with handicapped students.

## ARTICLE 7

### TWO-WAY INTERACTIVE TELEVISION

- 7.1 In the event a two-way interactive television system is considered as a part of the District's curriculum program, the Board and the Association shall meet to determine working conditions and compensation for any bargaining unit member involved.
- 7.2 Two-way interactive television participation will be voluntary.
- 7.3 No bargaining unit member will suffer loss of employment or compensation as a result of the implementation of such a system, nor will any bargaining unit position(s) be eliminated.
- 7.4 No bargaining unit member will be evaluated on his/her participation or non-participation in two-way interactive television. However, if a bargaining unit member voluntarily participates, the quality of his/her performance is subject to evaluation.

ARTICLE 8

POSEN STUDENTS ATTENDING OTHER SCHOOLS

No bargaining unit member will suffer loss of employment or compensation as a result of students in the Posen District attending classes in neighboring school districts.



## ARTICLE 9

### TEACHER EVALUATION

- 9.1 All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- 9.2 Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may be requested to accompany the teacher in such review. No material may be placed in a teacher's personnel file unless the teacher has signed, and then received a copy of the material. If said teacher fails to sign the material, a copy will be presented to the Association, to acknowledge receipt of the material. The teacher has the right to place a response in his/her file. All provisions of P.A. 397 of 1978 shall apply.
- 9.3 A teacher shall be entitled to have a representative of the Association present when he/she is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present or 24 hours have elapsed.
- 9.4 No teacher shall be disciplined, reprimanded or reduced in pay without just cause. Any such discipline, reprimand, or reduction in pay shall be subject to the professional grievance negotiations procedure hereinafter set forth.
- 9.5 Teacher evaluation shall include, but not be limited to, the following: a classroom observation consisting of a minimum of fifteen (15) consecutive minutes.
- 9.6 The administrator shall prepare and submit a written report and recommendations for improvements (if needed) to the teacher within five (5) school days of the observation and shall within ten (10) school days meet in a post-evaluation conference with the teacher for the purpose of clarifying the report and recommendations. Evaluation forms will be signed by the evaluator and the teacher.
- 9.7 If an administrator believes a teacher is doing unacceptable work, the reasons shall be set forth. An identification of the ways in which the teacher is to improve and reasonable assistance to be given shall be stated.

- 9.8 A teacher who disagrees with an evaluation or recommendation for improvement may submit a written rebuttal which shall be attached to the file copy of the evaluation.
- 9.9 Normally, evaluation of teachers shall be conducted by the building principal or superintendent of schools.

## ARTICLE 10

### PROTECTION OF TEACHERS

- 10.1 The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board Policy. It shall be the responsibility of the teacher to report to his/her principal the name of any student who in the opinion of the teacher needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- 10.2 Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported promptly in writing to the superintendent. In the event of such an assault, the teacher involved may request assistance of the Board in such matter. These requests shall be made in writing to the superintendent who shall make a determination, upon the advice of the Board's attorney, as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof. The advice of the attorney shall be in writing.
- 10.3 Time lost by a teacher that results from proceedings in a criminal charge or civil claim arising within the scope of the teacher's work duties and is not compensable under Workmen's Compensation, shall not be charged against the teacher unless he/she is adjudged guilty or liable by a court of competent jurisdiction.
- 10.4 No disciplinary action shall be taken upon any complaint by a parent of a student directed towards a teacher without first having a meeting between the parent and the teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

## ARTICLE 11

### GRIEVANCE PROCEDURE AND ARBITRATION

- 11.1 A grievance is a claim by a teacher or the Association that there has been a violation or misapplication of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance procedure.
- 11.2 An individual employee may present a grievance to the Board or its designated representative without the intervention of the Association or its representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.
- 11.3 The Association has the right to be notified whenever a grievance is being processed, and the right to be present at all steps of the grievance proceedings.
- 11.4 The discussion of grievances will normally be after school hours with no salary or pay by the Board of Education.
- 11.5 Notwithstanding the expiration of this contract any teacher who files a grievance while the contract is in effect shall have the right to process the grievance as herein provided.
- 11.6 The following matters shall not be subjects for binding arbitration under this Agreement
  - A. The termination of services or failure to re-employ any probationary teacher;
  - B. The placing of a non-tenure teacher on a third year of probation.
  - C. Any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of the Public Act, Extra Session of 1937 of Michigan as amended), Civil Rights Commission or the Worker's Compensation Board.

## 11.7 Procedural Steps

### A. Level I

The teacher with a grievance shall discuss the matter with his/her principal, either individually or with his/her Association representative, with the objective of resolving the matter informally. The teacher with a written grievance shall submit a "written grievance" to the principal within ten (10) calendar days, excluding Saturday, Sunday and Holidays, of the time a grievance arises. The principal shall make his/her decision known in writing within five (5) calendar days.

### B. Level II

If the grievance is not resolved in Level I, the employee may, within five (5) calendar days, excluding Saturday, Sunday and Holidays, or receipt of principal's answer, submit to the superintendent a signed written "Statement of Grievance." A copy shall be given to the principal involved at the same time. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee involved. The superintendent or his/her designated representative shall give the employee an answer in writing no later than five (5) calendar days, excluding Saturday, Sunday, and Holidays, after receipt of the written grievance. If further investigation is needed, additional time may be allowed by written mutual agreement of the superintendent and the employee or his/her representative.

### C. Level III

If the grievance is not resolved in Level II, the superintendent and/or other representatives of the Board and representatives of the employee shall normally meet after working hours to discuss the grievance. They shall meet within a reasonable time, not to exceed five (5) calendar days, excluding Saturday, Sunday and Holidays, unless a longer time is mutually agreed upon in writing between the parties.



**D. Level IV**

If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Level III, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within ten (10) calendar days, excluding Saturday, Sunday, and Holidays, from the date of the meeting provided for in Level III.

**11.8** Any grievance not advanced to the next step by the employee within the time limit in that step, shall be deemed abandoned. Time limits may be extended by the Board and the employee in writing, then the new date shall prevail.

**11.9** If the Board or Board representative fails to meet the time requirements at any level, then the grievance shall be advanced to the next step of the grievance procedure.

**11.10 Powers of the Arbitrator**

**A.** It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- 1.** He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- 2.** He shall have no power to rule on any of the following:
  - (a)** the termination of services or failure to re-employ any probationary teacher;
  - (b)** the placing of a non-tenure teacher on a third year of probation;
  - (c)** the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule;
  - (d)** any claim or complaint subject to the procedures specified in the Teacher Tenure Act (Act IV Public Act, Extra Session of 1937 of Michigan as amended);
  - (e)** any matter involving the content of teacher evaluations.

3. He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, nor shall he have the authority to interpret questions of law.

11.11 The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

## ARTICLE 12

### NEGOTIATIONS CLAUSE

- 12.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board of Education and the Northern Michigan Education Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though contemplated by either or both the parties at the time that they negotiated or signed this Agreement.

## ARTICLE 13

### POLICIES GOVERNING SALARIES

#### 13.1 Salary Schedule

The salary schedule expresses a policy which the Board will follow in fixing salaries. Contracts will be adjusted September 1 for those teachers who may have acquired enough additional hours to put them into another pay bracket between signing contracts and September 1 of any year. Teachers with additional hours after September 1 shall be advanced at the beginning of the second semester if they have verification of credit and proof of course work completion. Credit hours used for advancement on the salary schedule must be graduate level courses from an approved college or university. The teachers will be paid biweekly on a ten or twelve month basis. The superintendent of schools may recommend that teachers be given credit for:

- A. Up to five (5) years experience on the salary schedule for teaching in other schools;
- B. Up to two (2) years of military service (if the individual has had prior teaching experience);
- C. One (1) year credit for the Educational Intern Program;
- D. Up to two (2) years of credit for work related experience, if in the vocational area.

13.2 Teachers with a BA + 30 will be paid \$85.00 less on each step than the MA salary schedule.

13.3 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities (which are limited to four (4)) and credit union deductions. Payroll deductions (excluding those mandatory) will be limited to four (4) for each employee. Changes in annuity program will be done by joint agreement.

#### 13.4 Health Insurance

Upon completion of appropriate written authorization from the employee, the employer shall provide to the full-time employee the employee's choice of MESSA Super Care 1 - \$50/\$100 deductible or SET Ultramed C

with Med-Chek - \$50/\$100 deductible. Deductible is on miscellaneous covered charges. Prescription drugs shall be a \$2.00 co-pay. The deductible shall be fully funded by the Board of Education, and administered by the superintendent.

**13.5 Option in Lieu of Health Insurance**

Upon completion of appropriate written authorization from the employee, the full-time employee not selecting health insurance may select the employee's choice of MESSA or SET options or any annuity program presently serving Posen Consolidated Schools. The employer's cost shall be the cost of MESSA Super Med II single subscriber health insurance.

**13.6 Dental Insurance**

Upon completion of written authorization the employer shall provide at no cost to the full-time employee dental care coverage for the employee and his/her family. The dental coverage shall be SET Dental Plan I with 50/50 ortho (\$1,500 maximum).

**13.7 Part-Time Employee Benefits**

Part-time employees shall have appropriate prorated health or prorated options in lieu of health and prorated dental insurance premium payment equivalent to their assignment. Based on the six-period school day, a teacher teaching:

1 period shall have 1/6 premium payment(s) made by the employer  
2 periods shall have 1/3 premium payment(s) made by the employer  
3 periods shall have 1/2 premium payment(s) made by the employer  
4 periods shall have 2/3 premium payment(s) made by the employer

In the event a seven-period school day would be implemented, the ratio would be consistent to the seven-period school day.

The remainder of the premium payment will be deducted from the participating employee's pay. Part-time employees will not be required to accept or participate in either health and/or dental coverage programs. Part-time employees not participating in the health and/or dental coverage program will receive no additional compensation.



### 13.8 Implementation of Insurance - Long Term Disability

Upon appropriate written authorization from the employee, beginning with the first day of work in the 1983-84 school year (August 25, 1983), the Board shall provide without cost to each eligible employee SET's 50% Plan Long Term Disability coverage. The intent is to provide the coverage to the employee described by SET to both the Board and Association in June, 1982. This coverage will be 50% of normal monthly earnings to a maximum benefit of \$2,500.00 a month, with a two month waiting period from the time of the disability.

### 13.9 Termination of Insurance

All fringe benefits that a teacher is eligible for will cease upon termination of employment. A teacher will be notified upon termination of his/her insurance. Teachers who have fulfilled their contractual workdays shall have the appropriate coverage for a twelve (12) month period. Others shall be prorated to the terms of the carrier.

13.10 Payroll deductions will be made in ten (10) monthly installments (September-June) for professional dues payable to the National Education Association, Michigan Education Association, Northern Michigan Education Association and Posen Education Association as so authorized in writing by each teacher.

### 13.11 Retirement/Severance

Teachers retiring from the Posen Consolidated School District #9 after teaching 15 years in the school system will qualify for a retirement allowance within the following conditions:

- A. A minimum of 15 years active full-time teaching experience in the Posen Consolidated School District #9.
- B. Up to five (5) years of experience outside of the Posen Consolidated School District #9 may be credited to a teacher if the teacher was employed as an active, full-time teacher in the Posen Consolidated School District #9 on August 24, 1982. Teachers hired after this date will not be credited with teaching years of experience outside the Posen Consolidated School District #9 for the computation of the retirement allowance.
- C. To participate, the teacher must be retiring from teaching and planning to participate in the Michigan Public Schools Retirement Fund.

- D. Written notification to allow a retirement allowance must be received by the superintendent no later than 90 days prior to the effective date of retirement.

Computation of the retirement allowance will be based on the number of "eligible days" multiplied by the "daily rate."

"Daily rate" will equal the dollar value of the BA-O step of the salary schedule in effect divided by 181 (the number of contractual teacher workdays).

"Eligible days" will be whichever is less:

- A. One-third of the teacher's accumulated sick days, or
- B. The number of years of full-time teaching experience in the Posen Consolidated School District #9 multiplied by the "age factor" listed below:

<u>Age</u>	<u>Factor</u>
55	3.0
56	2.6
57	2.2
58	1.8
59	1.6
60	1.4
61	1.2
62	1.0

To qualify for a retirement allowance the teacher must retire at the end of a school year. There will be no mid-year retirement allowance payments.

The retirement benefit allowance will be paid to a teacher in one payment on the last scheduled regular paycheck a retiring teacher is to receive. The teacher's age for the purposes of computation will be their age on the last day of school in the year receiving the retirement allowance.

Example: Teacher is 55 years old/30 years full-time teaching experience in the Posen Consolidated School District #9/110 accumulated sick days.

"Eligible days" = 110 (accumulated sick days) ÷ 3 = 36

= Thirty (years of experience) x 3.0 (age factor) = 90

Thirty-six = "eligible days" as this number is less than 90.

"Daily rate" = \$13,019.00 ÷ 181 = \$71.92

Payment = \$71.92 x 36 = \$2,589.12

13.12 The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action by the employer in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.

13.13 Changes in family status, which would change insurance premiums (i.e., full family to employee and spouse) shall be reported by the employee to the personnel office within thirty (30) days of such change.

13.14 Employees newly hired by the Board of Education or those returning from an approved leave of absence where health and/or dental insurance was not maintained by either the Board or the employee shall be eligible for the appropriate Board paid insurance premium upon acceptance of written application by the insurance carrier on the first day of the month following the month work commenced.

13.15 Alternate Retirement Severance

Upon retirement from teaching in the Michigan Public Schools, an employee who has fifteen (15) or more years of continuous service (excluding leaves) in the Posen Consolidated School District shall be eligible for a severance allowance.

The maximum allowance shall be \$18,000.00, as determined by the following table:

<u>Service to Posen Schools</u>	<u>Severance</u>	<u>Payment</u>
15 to 25 Years	\$18,000	5 Years
26 Years	14,000	4 Years
27 Years	10,000	3 Years
28 Years	7,000	2 Years
29 Years	4,000	1 Year

After 29 years, there is no alternate retirement severance. The stipend shall be paid beginning in July of the retirement year, and each July thereafter until paid in full, unless said employee shall die. There is no death benefit.

The employee must submit written notification of intent by April 1, to the superintendent. Benefits to employees who submit after April 1 shall be at the discretion of the Board of Education.

Such severance can only be exercised between academic years.

Employees choosing the early retirement/severance, Section 13.11, shall not be eligible for the alternate severance allowance, Section 13.15, and vice versa.

#### 13.16 Vision Insurance

Upon completion of written authorization, the employer shall provide, at no cost to the full-time employee, vision care coverage for the employee and his/her family. The vision coverage shall be MESSA-VSP-2 or SET Ultra Vision - Plan 1.

## ARTICLE 14

### PERSONNEL POLICIES/LEAVES

#### 14.1 Professional Growth

In-service training (not deducted from leave time). Permission to attend conferences, conventions, or visitations at other schools must be given by the superintendent. Transportation may sometimes be furnished (by the school car) or 26 cents per mile (map mileage) paid if personal car is used. The Board may pay part or all of the expenses. Itemized statement must be presented.

#### 14.2 Sick Leave Time

##### A. Sick Leave Accumulation

1. Sick leave time accrues at the rate of ten (10) days per year and unused days accumulate until the total has reached 120 days.
2. Beginning teachers become entitled to five sick leave days after the first official workweek of the first month. Five additional sick leave days will be added at the beginning of the second semester to a total of ten days. After the first year of employment, one additional sick leave day will be added on the first day of each month for September through June. Sick leave days may not be used before they are credited to a teacher's account.
3. If requested, the Board shall furnish teachers with a written statement by October 1 of each school year setting forth total sick leave accumulation.
4. There shall be no additional payment made for any unused sick leave time accumulated by an employee at the time of resignation, dismissal, retirement, leave of absence, or death, unless Article 13.11 allows a retirement allowance based in part on accumulated sick days.
5. If an employee is absent from work due to an injury received while in the course of the teacher's employment, and is eligible for Worker's Compensation, the Board shall pay to each teacher the difference between the teacher's salary and benefits payable under Worker's Compensation but not to exceed the

pro-rata sick days the teacher has available. The Board shall deduct from the number of sick leave days available only that proportionate amount to equal the teacher's salary. For example: Worker's Compensation - 66% - Board 34%, or 9 days Worker's Compensation and three (3) days sick leave time.

**B. Sick Leave**

1. All absences due to illness/disability of the teaching employee shall be subtracted from accrued sick leave. Illness/ disability due to pregnancy or the termination thereof shall be treated as any other illness/disability.
2. In case of serious illness in the immediate family, the teacher may be absent for one day without loss of pay. The day will be deducted from sick leave time.
3. After three (3) consecutive days absent, the Board may require a statement by a physician.

**C. Death Leave**

Leave of a maximum of four (4) calendar days per occurrence shall be granted in case of death in the immediate family, and this shall not be deducted from accrued leave time. Immediate family shall be defined as mother, father, stepfather, stepmother, mother-in-law, father-in-law, brothers, sisters, husband or wife, children of employee, grandparents, brothers-in-law and sisters-in-law. One day per occurrence shall be granted for grandchildren. Days off must be within consecutive working days, provided, however, that one such day shall be the day of the funeral and it is established that the employee attended the funeral. Advance notification of the leave must be provided to the superintendent.

**D. Personal Business Days**

1. Teachers shall be granted a maximum of two (2) days per year for personal business. These days shall not be deducted from accrued sick days, and shall not be cumulative. The teacher shall notify the superintendent two (2) days in advance, except in case of emergency. Except in emergency situations, no more than two teachers may be granted personal days for any given day.

2. Personal business days may not be used for recreation, entertainment, shopping, job interview, association business, nor be the day before a holiday or school recess, or the day following a holiday or school recess.
3. Personal business days may be used for but not be limited to appointments with attorneys, banks on financial matters, household emergencies (furnace, water, sewer, fire), transportation emergencies (obtaining estimates for personal vehicle accident and major repairs), moving (teacher not covered if moving out of system), meeting with college advisor pertaining to graduate degree, marriage (own), and real estate transaction (the final signing of papers towards the purchasing of a home).
4. Medical doctor appointments would be deducted from sick leave.

**E. Physical Examinations**

1. Return from sick leave:
  - (a) In case of the return to duty of a teacher who has been absent due to a contagious disease or a nervous or mental disorder, he/she must present a statement from his/her physician if requested by the superintendent.
  - (b) A teacher must have a TB examination as required by law.
  - (c) On request of the Board a teacher may be required to have a physical examination. If requested by the Board, the Board will pay for the examination by a local physician of person's choice (doctor must be a M.D. or D.O.).

**F. A leave of absence of up to one school year may be granted by the Board, without pay or benefits, upon application by a teacher. Said application must be made by June 15 of the preceding school year.**

1. One (1) extension of one (1) year may be granted if application for extension is made prior to March 1 of the year of said leave, upon approval of the Board.
2. While on leave the teacher shall keep the same tenure status and seniority he/she had at the time the leave started. The



teacher shall be placed at the same step on the salary schedule that he/she had achieved at the time the leave started.

3. Notice of intent to return from leave must be received, in writing, by the superintendent by March 1 of the year of the leave. Failure to notify the superintendent of intent to return from leave by March 1 will result in a certified/registered letter being sent to the teacher requesting verification of intent to return. If the teacher fails to respond by April 1, the teacher shall be considered to have resigned from the school system. The Union shall be informed of the status as of March 1.
4. When returning from leave, the teacher will be assured of his/her original position, if it still exists. If it does not exist, the teacher will be placed in a position for which the teacher is certified and qualified.
5. To be eligible for said leave, the teacher must have been an employee of the school system for at least ten (10) years.
6. If more than one teacher applies for leave for the same year, the most senior teacher's application will be considered first.
7. Such leaves shall be considered only on a semester or school year basis. If the teacher applies for leave for the second semester, application shall be made at least 60 days prior to the commencement of said leave.

#### 14.3 Selective Service Physical Examination

Up to 2 leave days with pay will be provided for selective service physical examination.

#### 14.4 Child Care Leave

- A. Child care leave without pay shall be granted upon request. The length of the leave shall not exceed one (1) year. An extension of this leave may be granted at the request of the teacher and upon final approval of the Board.
- B. The teacher shall, if possible, notify the superintendent and Board in writing at least three months prior to the expected leave date so that arrangements can be made for a replacement. The notification shall as nearly as possible specify the beginning date of the leave. The notification shall specify the ending date of the leave.

1. Reassignment will commence upon the end of the leave.
2. A teacher may request in writing to the Board to be reinstated prior to the end of the leave, subject to approval of the Board.
3. The teacher shall maintain the same tenure status and seniority he/she had at the time the leave started and shall return at point on the salary schedule at which he/she left.
4. When returning from leave the teacher will be assured his/her original position if it still exists. If the original position does not exist, the teacher will be placed in a position for which the teacher is qualified and certified.
5. Once the beginning date has been approved by the Board, it shall not thereafter be changed, except in cases of emergency, to be determined on an individual basis
6. Re-employment will commence upon the date specified. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.
7. Failure to return from a said leave on the date specified in said leave may result in disciplinary action.
8. Child care leave will be granted without pay and without seniority and experience credit, and without sick leave accumulation. Upon return from said leave, the teacher shall be restored to his/her same position on the salary schedule as when he/she left and be entitled to other benefits accrued prior to said leave.
9. Notice of intention to return from leave must be sent in writing to the superintendent ninety (90) calendar days prior to the end of the leave.

#### 14.5 Health Leave

- A. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall upon request be granted a leave of absence by the Board without pay for the duration of the illness or disability for up to one (1) year. An extension of this leave may be granted at the request of the teacher upon approval of the Board.

- B. While on leave, a teacher shall maintain the same tenure status and seniority he/she had at the time the leave started and shall return to the point on the salary schedule at which he/she left.
- C. Notice of intention to return from leave must be sent in writing to the superintendent 60 calendar days prior to the end of the leave. Failure to provide such notice may be cause for disciplinary action. The request to return must be accompanied by a physician's statement certifying the teacher's physical and emotional fitness to return to teaching. The release to return must be furnished by the teacher at his/her expense.
- D. When returning from leave the teacher will be assured his/her original position if it still exists, or placed in a position for which he/she is qualified.

#### 14.6 Retirement

Retirement shall be mandatory at the end of the school year when the teacher reaches age seventy (70).

#### 14.7 Exchange Leave

A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching program in other territories or foreign countries, provided said teacher not later than March 1 states his/her intention in writing of returning to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she was when he/she left.

#### 14.8 Association Leave

The employer shall provide to the Association two (2) days per school year of released time for the handling of Association business as deemed appropriate by the Association president. If a substitute is required the cost will be assumed by the Association. The teacher(s) released will suffer no loss in pay or benefits.

#### 14.9 Litigation

A teacher will not experience loss of pay for absenteeism on days involving litigation initiated by or in behalf of the Board of Education. Teacher litigation against the Board resulting in absenteeism of a teacher would result in a loss of pay.

#### 14.10 Resignations

- A. When an employee desires to resign during the period of his contract, he/she shall file a request in writing.
  - 1. The resignation may be accepted by the superintendent (if in the judgment of the superintendent the reasons are valid).
  - 2. Otherwise, the resignation shall be submitted to the Board of Education for final decision.

#### 14.11 Sabbatical Leave

- A. A teacher who has been employed seven years may be granted a sabbatical year for the purpose of pursuing further study in his/her field through an accredited college. The program would have to be submitted to the Board of Education for approval and the year would be without pay.
- B. A teacher upon return from a sabbatical leave shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period if he/she has maintained a "B" average or on the same step (no advance) if "C" average is obtained. If applicant desires to return to the system, superintendent must be notified in writing of his/her intentions by March 1.
- C. Only one teacher of the teaching staff may be permitted such leave every other year.

#### 14.12 Jury Duty

- A. Any teacher called for jury duty during school hours shall be paid his/her full salary while on jury - minus jury pay.

1. Teacher shall present to the superintendent verification from the County Clerk's office showing date, hours, and pay received.
2. Teacher shall notify the superintendent upon receiving notification of his/her selection for jury duty.
3. Board shall have the prerogative of requesting any or all teachers be excused.

**14.13 Teachers on leave, when insurance premiums are not paid by the Board, may arrange with the business office to pay their own premium, in advance, for insurance benefits, subject to the rules and regulations of the insurance carrier.**

## ARTICLE 15

### LAYOFF/RECALL

- 15.1 In the event of layoff, the order of such reduction will be as follows:
- A. First year probationary teachers first according to seniority as long as there are fully certified and qualified teachers to fill the position vacated.
  - B. Second year probationary teachers according to seniority as long as there are fully certified and qualified teachers to fill the position vacated.
  - C. Third year probationary teachers according to seniority as long as there are fully certified and qualified teachers to fill the position vacated.
  - D. Tenure teachers according to seniority, certification and qualification.
- 15.2 The Board shall give fifty (50) calendar days notice of layoff or reduction in assignment except in cases of unforeseen circumstances.
- 15.3 The Board shall recall in reverse order of layoff as long as the teacher is fully certified and qualified to fill the position required.
- 15.4 In the event of recall, the Board shall notify the teacher by registered letter at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address by certified letter.
- 15.5 A teacher shall have five (5) days from receipt of the letter or ten (10) days from the mailing of the letter to notify the Board of his/her intent to return. Failure to notify the Board of intent to return or failure to return may be cause for disciplinary action. If the failure to return is a result of the conditions caused by the layoff, the teacher shall have thirty (30) days to notify the Board of his/her intent to return to the position within the present school year. In the event the teacher is under contract with another district, and the district fails to release the teacher after a bona fide resignation attempt, the teacher shall remain on the recall list.

15.6 The Board shall compile a seniority list by October 30 of every school year which is based on the teacher's last date of hire. A teacher's seniority shall be frozen during layoff or leaves of absence. The date of hire is the teacher's first working day in the district.

15.7 Whenever more than one teacher is hired on the same day, placement on the seniority list shall be determined by drawing lots.

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## ARTICLE 16

### AGENCY SHOP

- 16.1 Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment pay a service fee to the Association - an amount established by the Bargaining Agent; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Article 13. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in Article 13, the Board of Education shall, at the request of the Association, terminate the employment of such teacher in compliance with this Article, but not later than the end of the semester in which the hearing has been held. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
- 16.2 The procedure in all cases of discharge for violation of this Article shall be as follows, with the Northern Michigan Education Association as the charging party.
- A. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide fourteen (14) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board of Education in the event compliance is not effected.
  - B. If the teacher fails to comply, the Association may file charges in writing with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
  - C. The Board of Education, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or service fee.

D. The Northern Michigan Education Association agrees to indemnify and save the Board of Education, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay, unemployment benefits, and all court or administrative agency costs that may arise out of or by reason of action by the Board of Education for the purpose of complying with this Agreement, subject, however, to the following conditions:

- 1: The Association, after consultation with the Board of Education, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board of Education by any court or tribunal. Further, any costs directly, indirectly and personally incurred by any member of the Posen Board of Education or administration by this clause will be completely borne by the Northern Michigan Education Association. This also will include salary, mileage, plus any and all expenditures.
2. The Northern Michigan Education Association has the right to choose the legal counsel to defend any said suit or action. Said counsel shall be retained by the Northern Michigan Education Association and all fees, costs, and expenses of such legal counsel will be billed to and paid directly by the Northern Michigan Education Association.
3. The Association shall have the right to compromise or settle any claim made against the Board of Education under this section.

16.3 With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or service fee, the Board agrees to disburse said sum in ten (10) monthly payments.

16.4 All 1975-76 employees that were not members of the Posen Education Association are permanently excluded from the requirements of this Article, entitled "Agency Shop."

ARTICLE 17

AGREEMENT

- 17.1 This Agreement entered into this 21st day of August, 1995, by and between the Board of Education of Posen Consolidated School District #9 of Posen, Michigan, hereinafter called the "District" and Northern Michigan Education Association, MEA, NEA.
- 17.2 This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board of Education and the Northern Michigan Education Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- 17.3 One copy of this Agreement will be presented to every member on the teaching staff plus 15 additional copies for the Association.
- 17.4 All provisions of this contract are retroactive unless otherwise specified.
- 17.5 This Agreement dated August 21, 1995 shall continue in full force and effect until August 31, 1998. There shall be no changes unless they are ratified by both parties and attached to this Agreement. This Agreement shall expire August 31, 1998 unless the parties agree in writing to extend the Agreement.

ARTICLE 18

NON-DISCRIMINATION

- 18.1 This Agreement will be applied without discrimination in regard to race, creed, color, religion, national origin, age, sex, marital status, dependents, physical characteristics or handicap.

## ARTICLE 19

### SCHOOL IMPROVEMENT

- 19.1 The parties recognize that teachers can make a significant contribution to the improvement of the educational programs of the District through participation in the processes of school improvement and site-based decision making. It is recognized that such participation promotes professional improvement, and should be considered part of the professional responsibilities of each teacher. The parties hereby express their mutual desire that teachers will participate in such activities consistent with the professional objectives specified.
- A. Committee participation by the employee is voluntary.
  - B. Non-participation on committees shall not be used as a criteria for evaluation, discharge, or discipline.

ARTICLE 20

NO-STRIKE

- 20.1 The Association agrees that during the life of this Agreement, the Association and its members will not participate in a strike (as defined by P.E.R.A.) against the Posen School District.

ARTICLE 21

NO REPRISAL

- 21.1 The parties hereby expressly agree that there shall be no reprisals, loss of pay, disciplinary action of any kind or nature whatsoever, or any penalties imposed upon the other, their members or employers as a result of any acts or actions which occurred or took place during the bargaining process leading to this Agreement.



## ARTICLE 22

### MENTOR TEACHERS

- 22.1 A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and perform the duties of a Master Teacher as specified in the code.
- 22.2 Each probationary teacher shall be assigned a Mentor Teacher by the Administration with the consultation of the Association. Mentor Teachers shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- 22.3 Mentor Teachers shall be assigned in accordance with the following:
- A. The Mentor Teacher shall be a tenured member of the bargaining unit or retired area teacher.
  - B. Participation as a Mentor Teacher shall be voluntary.
  - C. The District shall immediately notify the Association of those members requiring a mentor.
  - D. Every effort will be made to match Mentor Teachers and Mentees who have the same area of certification.
  - E. Mentee shall be assigned to only one (1) Mentor Teacher at a time.
  - F. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee after the first semester of teaching. The appointment may be renewed in succeeding years.
- 22.4 Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.

22.5 Upon request, the Administration shall make available release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday.

22.6 Mentor Teachers will be paid a stipend of \$500.00 the first year, \$250.00 the second year, and \$150.00 the third year per probationary teacher, per year, with one-half paid at the end of the first semester and the balance paid out at the end of the school year.

ARTICLE 23

1995-96 SALARY SCHEDULE

23.1

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	23,196	23,945	25,249	26,192	27,002
1	24,227	25,089	26,462	27,405	28,217
2	25,256	26,232	27,675	28,618	29,429
3	26,287	27,373	28,888	29,831	30,643
4	27,317	28,516	30,101	31,044	31,856
5	28,348	29,658	31,314	32,258	33,067
6	(29,378)	30,801	32,526	33,469	34,279
7	(30,409)	31,942	33,740	34,566	35,493
8	(31,440)	33,085	34,950	35,790	36,706
9	(32,471)	34,227	36,166	37,107	37,918
10	(33,502)	(35,370)	37,380	38,320	39,132
11	(34,532)	(36,511)	38,592	39,533	40,345
12	(35,563)	(37,654)	39,805	40,747	41,557

1. BA Degree to Step 5 (Salaries in parenthesis may be attained only by persons at that level on September 24, 1991).
2. BA+15 Degree to Step 9 (Salaries in parenthesis may be attained only by persons at that level on September 24, 1991).

## LONGEVITY

Any teacher beginning their 16th year or 17th year of service to Posen Consolidated School District #9 shall have \$300.00 added to Step 12 of the appropriate column of the Salary Schedule to determine that person's annual salary. Any teacher beginning their 18th year through 21st year shall have \$800.00 added to the appropriate column to determine the annual salary. Any teacher beginning their 22nd year through 25th year shall have \$900.00 added to the appropriate column to determine the annual salary. Any teacher beginning their 26th year or more of service shall add \$1,000.00 to the appropriate column to determine their salary.

ARTICLE 23

1996-97 SALARY SCHEDULE

23.2

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	23,891	24,664	26,007	26,978	27,813
1	24,953	25,841	27,256	28,227	29,063
2	26,013	27,019	28,505	29,476	30,312
3	27,075	28,194	29,755	30,726	31,562
4	28,136	29,371	31,004	31,976	32,812
5	29,198	30,548	32,253	33,225	34,059
6	(30,259)	31,725	33,502	34,473	35,308
7	(31,321)	32,901	34,752	35,603	36,557
8	(32,383)	34,077	35,998	36,864	37,807
9	(33,445)	35,254	37,251	38,220	39,056
10	(34,507)	(36,431)	38,501	39,470	40,306
11	(35,568)	(37,607)	39,750	40,719	41,555
12	(36,630)	(38,783)	41,000	41,969	42,804

1. BA Degree to Step 5 (Salaries in parenthesis may be attained only by persons at that level on September 24, 1991).
2. BA+15 Degree to Step 9 (Salaries in parenthesis may be attained only by persons at that level on September 24, 1991).

ARTICLE 23

1997-98 SALARY SCHEDULE

23.3

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	24,608	25,404	26,787	27,787	28,647
1	25,702	26,617	28,073	29,074	29,935
2	26,794	27,830	29,360	30,360	31,221
3	27,887	29,040	30,648	31,648	32,509
4	28,980	30,252	31,934	32,935	33,796
5	30,074	31,464	33,221	34,222	35,081
6	(31,167)	32,677	34,507	35,507	36,367
7	(32,261)	33,888	35,794	36,671	37,654
8	(33,354)	35,099	37,078	37,970	38,042
9	(34,448)	36,311	38,369	39,367	40,228
10	(35,542)	(37,524)	39,656	40,654	41,515
11	(36,635)	(38,735)	40,942	41,941	42,802
12	(37,729)	(39,947)	42,230	43,228	44,089

1. BA Degree to Step 5 (Salaries in parenthesis may be attained only by persons at that level on September 24, 1991).
2. BA+15 Degree to Step 9 (Salaries in parenthesis may be attained only by persons at that level on September 24, 1991).

23.4 In addition to the basic teaching salary, there shall be paid the following further sums:

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Head Football	2,188	2,254	2,322
Assistant Football	1,641	1,690	1,741
Head Basketball (Boys/Girls)	2,431	2,504	2,579
J.V. Basketball (Boys/Girls)	1,823	1,878	1,934
Freshmen Basketball	1,142	1,177	1,212
Jr. High Basketball	550	567	584
Track (Boys/Girls)	1,702	1,753	1,805
Girls Softball	1,702	1,753	1,805
Boys Baseball	1,702	1,753	1,805
Class Sponsor-Voluntary Grades 9 & 10	668	689	709
Grades 11 & 12	760	783	806
Cheerleading	1,702	1,753	1,805
Band	2,159	2,224	2,290
National Honor Society	365	376	387
Driver Education	16.41/hr	16.90/hr	17.41/hr

23.5 Payment for extra duty shall be in two lump sums: one halfway through extra duty and one upon completion of extra duty.

Driver education pay to be same as regular payroll for teachers.



ARTICLE 24

SCHOOL CALENDAR

24.1 1995-96 SCHOOL YEAR

Monday, August 28.....	Teacher Orientation
Tuesday, August 29.....	Opening Day of School
Monday, September 4.....	Labor Day, No School
Friday, October 27.....	First Marking Period Ends
Wednesday, November 8.....	Parent/Teacher Conferences
Wednesday, November 15.....	Deer Season, No School
Thursday, November 23 & Friday, November 24.....	Thanksgiving, No School
Monday, December 25.....	Christmas Vacation Begins
Wednesday, January 3.....	School Resumes
Thursday, January 11.....	Final exams, Dismiss 11:25 a.m.
Friday, January 12.....	Final Exams, Dismiss 11:25 a.m. First Semester Ends
Monday, January 15.....	Second Semester Begins
Monday, January 22.....	Report Cards
Monday, February 12.....	Winter Break, No School
Friday, March 15.....	Third Marking Period Ends
Monday, March 25.....	Report Cards
Friday, April 5.....	Easter Vacation Begins
Monday, April 15.....	School Resumes
Monday, May 27.....	Memorial Day, No School
Thursday, May 30.....	Final Exams, Dismiss 11:25 a.m.
Friday, May 31.....	Final Exams, Dismiss 11:25 a.m. Commencement School Year Ends

SPECIAL NOTE:

Easter Vacation includes snow day make-up days. We are allowed only two (2) snow days per year. If we miss more than two, they must be made up.

1. Two 1/2 days for in service added through effort and consensus of administration representatives and two teachers chosen by the Association with elementary and secondary being represented.
2. Two half days for parent-teacher conferences.
3. Every second year an evening meeting may be set up in place of one of the parent-teacher conferences. This meeting will involve teachers, administrators, and board members and be for the purpose of discussing our school system.

24.2 1996-97 SCHOOL YEAR

Monday, August 26.....	Teacher Orientation
Tuesday, August 27 .....	Open Day of School
Monday, September 2 .....	Labor Day - No School
Thursday, October 24 .....	First Marking Period Ends
Friday, October 25 .....	No School, Rural Electric Co-Op
Wednesday, November 6.....	Parent/Teacher Conferences
Friday, November 15 .....	Deer Season, No School
Thursday, November 28 & Friday, November 29 .....	Thanksgiving, No School
Friday, December 20.....	Last Day - Christmas Break
Monday, January 6.....	School Resumes
Thursday, January 16 .....	Final Exams, Dismiss 11:25 a.m.
Friday, January 17 .....	Final Exams, Dismiss 11:25 a.m. First Semester Ends
Monday, January 20.....	Second Semester Begins
Monday, January 27 .....	Report Cards
Monday, February 10 .....	Winter Break, No School
Wednesday, March 26.....	Third Marking Period Ends
Thursday, March 27 .....	Easter Vacation Begins
Monday, April 7 .....	School Resumes Report Cards
Monday, May 26 .....	Memorial Day - No School
Thursday, June 5.....	Final Exams, Dismiss 11:25 a.m.
Friday, June 6.....	Final Exams, Dismiss 11:25 a.m. Commencement School Year Ends

24.3 1997-98 SCHOOL YEAR

The 1997-98 School Calendar will be established prior to the end of the 1996-97 school year.

1. Two 1/2 days for in service added through effort and consensus of administration representatives and two teachers chosen by the Association with elementary and secondary being represented.
2. Two half days for parent-teacher conferences.
3. Every second year an evening meeting may be set up in place of one of the parent-teacher conferences. This meeting will involve teachers, administrators, and board members and be for the purpose of discussing our school system.

NORTHERNMICHIGAN EDUCATION  
ASSOCIATION, MEA/NEA

By *David V. Bennett*  
NMEA President

By *Dave Bowman*  
NMEA Staff Liaison

By *Michael J. Guelle*  
Chief Spokesperson

By *Kathleen Hogan*  
Negotiating Comm. Member

By *Barbara Richards*  
Negotiating Comm. Member

*Connie  
DeRocher*

POSEN CONSOLIDATED SCHOOLS  
BOARD OF EDUCATION

By *Patricia Soik*  
President

By *Flo G. Weida*  
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By *Alvin Kaszubowski*  
Treasurer

By *Diane Kampczyk*  
Trustee

By *Dennis A. Bulinski*  
Trustee

By *Keith Paulik*  
Trustee

Dated this 21st day of August, 1995.